

AGREEMENT FOR SALE AND PURCHASE

This Agreement made and entered into this ____ day of _____ 20__, by and between the SELLER, The School Board of Palm Beach County, Florida (hereinafter referred to as "SELLER") whose address is 3318 Forest Hill Boulevard, B-246, West Palm Beach, Florida 33406, and the City of Belle Glade (hereinafter referred to as "BUYER") whose address is 110 Dr. Martin Luther King Boulevard West, Belle Glade, FL 33430.

For and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. AGREEMENT TO SELL AND BUY

The SELLER hereby agrees to sell to the BUYER and the BUYER hereby agrees to buy from the SELLER, subject to the terms and conditions hereinafter set forth, that certain property in Palm Beach County, Florida, legally described as follows:

See Exhibit "A" attached hereto and made a part hereof.

together with all and singular the rights and appurtenances pertaining thereto (hereinafter referred to as the "Property").

2. PURCHASE PRICE

The purchase price is the sum of One Hundred Thirty Five Thousand and No/Hundredths Dollars (\$135,000.00) payable at time of closing by Cashiers check. At such time as the purchase price is paid, the aforesaid deed shall be delivered to the BUYER.

3. TIME FOR ACCEPTANCE

If this Agreement is not executed by the SELLER and the BUYER on or before January 19, 2005, this Agreement shall be null and void. The date of agreement, for purposes of performance, shall be regarded as the date when the last one of the SELLER and the BUYER has signed this Agreement.

4. CLOSING DATE

This Agreement shall be closed and the deed and possession shall be delivered on or before June 30, 2006; unless extended by other provisions of this Agreement.

5. EVIDENCE OF TITLE

SELLER does not warrant the title of the Property. BUYER may obtain a title commitment proposing to insure BUYER's title to the Property upon the recording of the deed from SELLER. All costs associated with the title search and all title policy premiums shall be paid by BUYER.

6. CONVEYANCE

SELLER shall convey title to the Property to the BUYER by Quit Claim deed. The Property shall be conveyed in an AS IS, WHERE IS manner without any express or implied warranties or representations.

7. ADDENDUM PROVISIONS

Any provisions in an attached Addendum to this Agreement signed by the BUYER and the SELLER shall control any printed provisions herein in conflict therewith.

8. OTHER AGREEMENTS

No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

9. DOCUMENTS FOR CLOSING

The SELLER shall prepare the deed, and the closing statement and submit copies of the same to BUYER or the BUYER's attorney, at least five (5) days prior to scheduled closing date.

10. EXPENSES

State documentary stamps, which are required to be affixed to the deed, and recording costs shall be paid by the BUYER.

11. PLACE OF CLOSING

Closing shall be held at the office of the SELLER or as otherwise agreed upon.

12. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement for Sale and Purchase.

13. ADDITIONAL PROVISIONS

A. This Agreement shall be subject to BUYER securing an Agreement with McCurdy Senior Housing Corporation ("McCurdy") for development of a community-oriented housing project on the Property no later than February 18, 2005. The parties acknowledge that such Agreement between BUYER and McCurdy may contain a reasonable contingency, consistent with industry standards, for McCurdy to secure funding or financing for all or a portion of the Purchase Price.

B. Prior to Closing, BUYER shall provide SELLER a release, termination, or quitclaim of all rights of BUYER under that certain Lease Agreement between the School Board of Palm Beach County, Florida, and the City of Belle Glade, Florida, dated October 17, 2001.

C. BUYER and SELLER acknowledge there are certain restrictions in that certain deed from the Trustees of the Internal Improvement Fund of the State of Florida ("Board of Trustees") to the Board of Public Instruction of Palm Beach County, Florida (now the School Board of Palm Beach County, Florida), as recorded in Deed Book 624, Page 534, of the public records of Palm Beach County, Florida ("Deed Restrictions"), as modified by the Board of Trustees on May 28, 2002 by that certain Modification of Restrictions recorded in Official Record Book 14151, Page 0999, of the Public Records of Palm Beach County, Florida. Prior to the SELLER's delivery of the Closing Documents, as in Section 9 above, SELLER shall attempt, in good faith, to secure a Modification of Restrictions from the Board of Trustees which is substantially similar to the draft Modification of Restrictions attached hereto as Exhibit "B". In particular, any Modification of Restrictions from the Board of Trustees shall permit community-oriented housing and to remove the prohibition against the placement of mortgages or liens in connection with development of the Property for community-oriented housing. In the event SELLER is unable to obtain such Modification of Restrictions from the Board of Trustees prior to SELLER's delivery of the Closing Documents, as in Section 9 above, BUYER shall have the option of: (1) accepting title to the Property as it then is; or (2) extending the timeframe for the School Board's delivery of the executed Closing Documents listed in Section 9 and extending the Closing Date up to ninety (90) days; or (3) terminating this Agreement, and thereupon the BUYER and SELLER shall be released of all further obligations under this Agreement.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SELLER:

**SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: _____
Thomas E. Lynch, Chairman

Attest:

By: _____
Arthur C. Johnson, PhD., Superintendent

Date of Execution by School Board: _____

**REVIEWED AND APPROVED AS TO
LEGAL FORM**

By: Blair Lusk _____ 11/24/04
School Board Attorney Date

BUYER:

CITY OF BELLE GLADE

By: _____

Attest:

By: _____

Date of Execution by City: _____

**REVIEWED AND APPROVED AS TO
LEGAL FORM**

By: _____
City Attorney Date

EXHIBIT "A"

A composite of three parcels of land in State Lot 28, Section 31, Township 43 South, Range 37 East, City of Belle Glade, Palm Beach County, Florida, described as follows;

Commencing at a point on the East line of said Lot 28, said point being the centerline intersection at Southwest Avenue C Place and Southwest 10th Street in the City of Belle Glade,

Thence North 0°07'10" W 85.64 feet along the East line of said Lot 28;

thence South 88°56'00" West 25.00 feet to the Point of Beginning of the hereinafter described composite parcel;

thence South 88°56'00" West 176.98 feet;

thence South 0°07'10" East 476.86 feet to a point on a line 45 feet North of, measured at right angles to the South line of Section 31, Township 43 South, Range 37 East, said line being the same as the centerline of Southwest Avenue E, now known as Dr. Martin Luther King Jr. Boulevard;

thence North 89°59'44" West 240.16 feet along said line parallel with and 45 feet North of the South line of Section 31, township 43 South, Range 37 East;

thence North 0°09'59" West 290.47 feet along a line parallel with the West line of State Lot 28;

thence South 88°56'00" West 35.02 feet;

thence North 0°09'59" West 81.12 feet along a line parallel with the West line of State Lot 28;

thence South 88°56'00" West 157.00 feet to a line parallel with and 25 feet East of the West line of said State Lot 28;

thence North 0°09'59" West 271.19 feet along said line parallel with and 25 feet East of the West line of State Lot 28;

thence South 89°59'44" East 609.64 feet to a line 25 feet West of measured at right angles to the East line of State Lot 28;

thence South 0°07'10" East 159.02 feet along said parallel with and 25 West of the East line State Lot 28, to the Point of Beginning.

Containing 5.433 Acres (236671.51 square feet), more or less.

EXHIBIT "B"

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

**MODIFICATIONS OF RESTRICTIONS
DEED NO. 18599**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA ("Grantor") is by Section 253.03, Florida Statutes, authorized and empowered to modify restricted uses for certain lands under the terms and conditions set forth herein; and,

WHEREAS, Grantor conveyed to the BOARD OF PUBLIC INSTRUCTION OF PALM BEACH COUNTY, FLORIDA, now known as the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA ("Grantee") certain lands more particularly described in Deed No. 18599, recorded in Deed Book 624, Page 534, of the Public Records of Palm Beach County, Florida and which are more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, said Deed No. 18599 contains the following deed restriction ("Restriction"):

"This conveyance is made on the express condition that the above described land and premises shall be forever maintained and used solely for public school purposes by said Board of Public Instruction of Palm Beach County, Florida, and that said land will not be mortgaged or any liens placed thereon, and in case the said premises or any part thereof shall by the action, consent or neglect of said Board of Public Instruction of Palm Beach County, their successors and assigns, cease to be used and maintained for the purposes aforesaid, or be used for any purposes inconsistent therewith or be mortgaged or any liens placed thereon, the title to the above described land shall revert unto and vest in the grantor, the Trustees of the Internal Improvement Fund of the State of Florida and their successors, and all rights of the grantee, Board of Public Instruction of Palm Beach County, State of Florida, in and unto the above described land shall absolutely cease and end."

WHEREAS, the Grantor did approve in 2002 certain modifications to the Restriction to allow for use of the Property other than for public school purposes, to wit, for public recreation, public health, public education, and other community purposes which promote the public health, safety and welfare of the inhabitants of the City of Belle Glade, Florida (the "City"), as set forth in that certain Modification of Restrictions instrument approved by the Grantor on May 28, 2002 and recorded in Official Record Book 14151, Page 0999, of the Public Records of Palm Beach County, Florida, attached hereto as Exhibit "B"; and

WHEREAS, the Grantee conveyed a portion of the Property, as more particularly described in Exhibit "C" attached hereto, to the City for public recreation, public health, public education, and other community purposes which promote the public health, safety and welfare of the inhabitants of the City pursuant to that certain Warranty Deed With Right of Reverter recorded in Official Record Book 14436, Page 0738, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Grantee has agreed to conveyed additional portions of the Property, as more particularly described in Exhibit "D" attached hereto, to the City for community purposes consistent with the Modification of Restrictions instrument attached hereto as Exhibit "B", and for the development and operation of an assisted living/senior housing facility, to offer affordable housing and supportive services to residents of the facility and to provide community-based services to the citizenry of the City and surrounding rural areas of Palm Beach County, Florida (the "Project"); and

WHEREAS, the City may convey or lease all or a portion of the lands described in Exhibit "C" and "D" attached hereto (the "Development Property"), to McCurdy Senior Housing Corporation, a Florida not for profit corporation whose sole member is Florida Housing Corporation, a Florida not for profit corporation, for the development and operation of the Project; and

WHEREAS, in order to accomplish the same, it is necessary that the Restriction be modified; and

WHEREAS, said Grantor did approve this Modification of Restrictions on the _____ day of _____, 20_____.

NOW THEREFORE, IT IS HEREBY COVENANTED AND AGREED:

THAT the Restriction described in Deed No. 18599 is hereby modified for the lands described herein to allow the use thereof to be for “community-oriented housing.”

THAT the use of the Development Property for the development and operation of the Project in a manner consistent with that described herein, would be a use for “community-oriented housing” and that said use is a use compatible with public recreation, public health, public education, and other community purposes which promote the public health, safety and welfare of the inhabitants of the City and the citizenry of the surrounding rural community of Palm Beach County, Florida.

THAT, in order to facilitate the conveyance of the Development Property and the funding of the development of the Project, the Grantor is willing to remove the prohibition against the placement of mortgages or liens upon the Development Property in connection with the funding of the development thereof, subject to a right of reversion in Grantor to the Property and any improvements thereupon in the event that the Project is not used for public recreation, public health, public education, community-oriented housing and other community purposes which promote the public health, safety and welfare of the inhabitants of the City and the citizenry of the surrounding rural community of Palm Beach County, Florida.

It is understood and agreed by Grantor, Grantee and the City that in each and every respect the Restrictions in Deed No. 18599, except as modified, shall remain unchanged and in full force and effect, and the same are hereby ratified, approved and confirmed by the Grantor, Grantee and the City.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Modification of Restrictions to be executed the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Print Name: _____

By: _____

Division of State Lands, Department of
Environmental Protection

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, as _____ of the Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me or has submitted _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARY PUBLIC

Grantee, hereby consents to all the terms and conditions contained herein.

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

**Approved As To Form
And Legal Sufficiency**
Blair Pitt 11/24/04

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, as _____ and _____ as _____, on behalf of the School Board of Palm Beach County, Florida, known to me or has submitted _____ as identification to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARY PUBLIC

City hereby consents to all the terms and conditions contained herein.

THE CITY OF BELLE GLADE, FLORIDA, a
municipality of the State of Florida

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, as _____ and _____ as _____, on behalf of the City of Belle Glade Florida, a municipality of the State of Florida, known to me or has submitted _____ as identification to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARY PUBLIC

EXHIBIT "A"

**Lands described in Deed Book 624, Page 534, of the Public Records of
Palm Beach County, Florida**

Tract Twenty Eight (28), Section Thirty One (31), Township
Forty Three (43) South, Range Thirty Seven (37) East, Palm
Beach County, Florida.

EXHIBIT "B"

Modifications of Restrictions Instrument dated May 28, 2002
recorded in Official Record Book 14151, Page 0999, of the
Public Records of Palm Beach County, Florida



Return to: James L. Watt, Esq.
CALDWELL & PACETTI LLP
324 Royal Palm Way, Suite 300
Palm Beach, Florida 33480

09/13/2002 16:27:34 20020483716
OR BK 14151 PG 0999
Palm Beach County, Florida

This Instrument
Prepared by: Ms. Tracy Peters
Department of Environmental Protection
Division of State Lands
3900 Commonwealth Blvd., MS130
Tallahassee, Florida 32399-3000

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

MODIFICATION OF RESTRICTIONS

DEED NO. 18599

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA ("Grantor") is by Section 253.03, Florida Statutes,
authorized and empowered to modify restricted uses for certain lands under the terms and
conditions set forth herein; and,

WHEREAS, Grantor conveyed to the BOARD OF PUBLIC INSTRUCTION OF PALM
BEACH COUNTY, FLORIDA ("Grantee") certain lands more particularly described in Deed
No. 18599, recorded in Deed Book 624, Page 534, of the Public Records of Palm Beach County,
Florida and which are more particularly described in Exhibit "A" attached hereto and made a part
hereof (the "Property"); and

WHEREAS, said Deed No. 18599 contains the following deed restriction ("Restriction"):

"This conveyance is made on the express condition that the above described
land and premises shall be forever maintained and used solely for public
school purposes by said Board of Public Instruction of Palm Beach County,
Florida, and that said land will not be mortgaged or any liens placed thereon,
and in case the said premises or any part thereof shall by the action, consent
or neglect of said Board of Public Instruction of Palm Beach County, their
successors and assigns, cease to be used and maintained for the purposes
aforesaid, or be used for any purposes inconsistent therewith or be mortgaged
or any liens placed thereon, the title to the above described land shall revert
unto and vest in the grantor, the Trustees of the Internal Improvement Fund
of the State of Florida and their successors, and all rights of the grantee, Board
of Public Instruction of Palm Beach County, State of Florida, in and unto the
above described land shall absolutely cease and end."

WHEREAS the Grantee is desirous of ceasing the

WHEREAS, said Grantor did approve this Modification of Restrictions on the 28th day of MAY, 2002.

NOW THEREFORE, IT IS HEREBY COVENANTED AND AGREED:

THAT the Restrictions described in Deed No. 18599 are hereby modified for the lands described in Exhibit "A" to provide for public recreation, public health, public education, and other community purposes which promote the public health, safety and welfare of the inhabitants of the City of Belle Glade, and which may include the leasing of portions of the Property to non-profit organizations and non-profit corporations only for the purposes specified above.

It is understood and agreed by Grantor and Grantee that in each and every respect the Restrictions in Deed No. 18599, except as modified, shall remain unchanged and in full force and effect, and the same are hereby ratified, approved and confirmed by the Grantor and Grantee.

IN WITNESS WHEREOF, the parties have caused this Modification of Restrictions to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: [Signature] (SEAL)
ROBERT J. LOVERN, ASSISTANT DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

[Signature]
Witness

Wayne Griffith
Print/Type Witness Name

[Signature]
Witness

Joanna Wheeler
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of May, 2002, by Robert J. Lovern, as Assistant Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.

(SEAL)

[Signature]
Notary Public, State of Florida

Grantee, as the owner of the lands described in Exhibit "A", hereby consents to all the terms and conditions contained herein.

"Reviewed & Approved As To
Legal Form and Sufficiency"

Amelce, Holly 6/17/02

[Signature]
Witness

Judy L. Davis
Print/Type Witness Name

[Signature]
Witness

Kristin Workman
Print/Type Witness Name

THE SCHOOL DISTRICT OF PALM BEACH
COUNTY, FLORIDA, formerly known as the
BOARD OF PUBLIC INSTRUCTION
OF PALM BEACH COUNTY, FLORIDA

By: *[Signature]*
Thomas Lynch, Chairman

Print/Type Name

By: *[Signature]*
Arthur Johnson, Ph.D., Superintendent

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of August,
2002 by ARTHUR JOHNSON THOMAS LYNCH, as SUPERINTENDENT Chairman of the Board, on
behalf of The School District of Palm Beach County, Florida, formerly known as the Board of
Public Instruction of Palm Beach County, Florida.

(SEAL)

[Signature]
Notary Public State of Florida

KAREN J. SIDES
Printed/Typed/Stamped Name

Commission Number:

Commission Expires:



Karen J. Sides
MY COMMISSION # DD127140 EXPIRES
July 8, 2006
BONDED THRU TROY FAIN INSURANCE, INC

EXHIBIT "A"

Tract Twenty-Eight (28), Section Thirty-One (31), Township Forty-Three (43) South, Range
Thirty-Seven (37) East, Palm Beach County, Florida.

EXHIBIT "C"
**Description of lands conveyed to City in Warranty Deed With Right of
Reverter recorded in Official Record Book 14436, Page 0738, of the Public
Records of Palm Beach County, Florida**

This instrument prepared by:
Blair LittleJohn, Esq.
The School Board of Palm Beach County, Florida
Real Estate Services Department
3300 Forest Hill Boulevard, Suite C323
West Palm Beach, Florida 33406-5813

05/08/2003 10:14:31 20030264649
OR BK 15192 PG 1125
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70

Return to:
James L. Watt, Esq.
Caldwell & Pacetti LLP
324 Royal Palm Way, Suite 300
Palm Beach, FL 33480

RECEIVED

MAY 20 2003

BY LEGAL SERVICES

RECEIVED
ACCOUNTING SERVICES
2003 MAY 16 AM 10:22

**CORRECTIVE
WARRANTY DEED WITH RIGHT OF REVERTER**

THIS INDENTURE made effective as of the 25th day of April, 2003, between THE SCHOOL BOARD OF PALM BEACH COUNTY, whose address is 3320 Forest Hill Boulevard, West Palm Beach, Florida 33406, hereinafter referred to as the "Grantor", and the CITY OF BELLE GLADE, FLORIDA, a municipal corporation of the State of Florida, whose address is Municipal Complex, Belle Glade, Florida 33430, hereinafter referred to as the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and Grantee's successors and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, State of Florida, as more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The sole purpose and intent of this Corrective Warranty Deed with Right of Reverter is to correct an error in the legal description of the certain deed dated November 13, 2002 and recorded in Official Records Book 14436, Page 738, Public Records of Palm Beach County, Florida.

TOGETHER WITH all the improvements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and together with all rights and easements of record.

SUBJECT TO all covenants, restrictions, easements and matters of record and taxes for the current and subsequent years.

SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

"The property shall revert in fee simple title to The School Board of Palm Beach County in the event that it is not used for a public or community purpose, and/or if the City of Belle Glade fails to complete construction improvements and/or fails to complete/satisfy all surviving obligations set forth in paragraph 11A 1-3 of that certain Agreement by and between The School Board of Palm Beach County and the City of Belle Glade dated October 17, 2001 and as amended on August 12, 2002."

On the date of reversion of title to Grantor, Grantee shall take any and all actions necessary to vest in Grantor marketable and insurable title subject only to these matters of record on the date hereof and any subsequent matters of record expressly approved by Grantor.

C:\Documents and Settings\littlejohn\My Documents\Real Estate Forms\Deeds\CORRECTIVE DEED- BELLE GLADE RE OLD LAKE SHORE MIDDLE SCHOOL.doc

In the event title to the Property reverts to or is conveyed to Grantor, Grantee shall be obligated to remove and/or satisfy any and all liens, claims, liabilities, obligations and encumbrances on the Property no later than the date of reversion.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever subject to the foregoing right or reversion.

And the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and the Grantor does hereby fully warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons whomsoever.


IN WITNESS WHEREOF, Grantor has caused this Corrective Warranty Deed to be duly executed effective on the date indicated above.



Signed, sealed and delivered in the presence of:


GRANTOR:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

WITNESSES


Signature
Judy L. Davis
Print

By: 
Chairman

Arthur C. Johnson, Ph.D., Superintendent


Signature
Wanda Morelli
Print

APPROVED FOR LEGAL FORM AND SUFFICIENCY


Blair Littlejohn, School District Attorney

Date 4/23/03

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF OLD LAKESHORE MIDDLE SCHOOL TO BE DEEDED TO THE CITY OF BELLE GLADE.

A PORTION OF STATE LOT 28 OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 28, SAID POINT BEING THE CENTERLINE INTERSECTION OF S.W. AVENUE "C" PLACE AND S.W. 10TH STREET IN THE CITY OF BELL GLADE AS SHOWN ON THE PLAT OF BAILEY'S ADDITION NO. 4, PLAT # 2 AS RECORDED IN PLAT BOOK 19, PAGE 20; PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. RUN THENCE N00°11'05"W ALONG THE EAST LINE OF SAID LOT 28 AND CENTERLINE OF SAID S.W. 10TH STREET A DISTANCE OF 85.64 FEET; THENCE S88°56'49"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE S88°56'49"W A DISTANCE OF 177.52 FEET; THENCE S00°11'00"E ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 28 A DISTANCE OF 476.90 FEET; THENCE S89°59'40"E ALONG THE NORTH LINE OF S.W AVENUE "E" A DISTANCE OF 177.50 FEET; THENCE N00°11'05"W ALONG A LINE 25 FEET WESTERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 28 A DISTANCE OF 480.18 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL OF LAND CONTAINING 1.950 ACRES MORE OR LESS.

REVISED 03/21/03

FOR:

SCHOOL DISTRICT OF P.B. COUNTY LAKE SHORE MIDDLE SCHOOL

SCALE:

DRAWN BY: STAFF

CHECKED BY: G. RAYMAN

DATE: 04/12/2001



Engineers • Surveyors • Mappers
1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
PH (561)855-1151 • FAX (561)832-9390 • WWW.SFRNINC.COM

FIELD BOOK N°

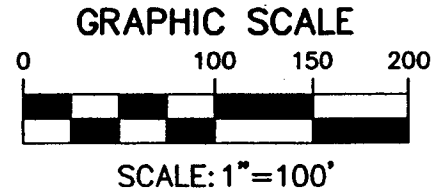
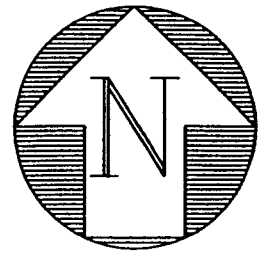
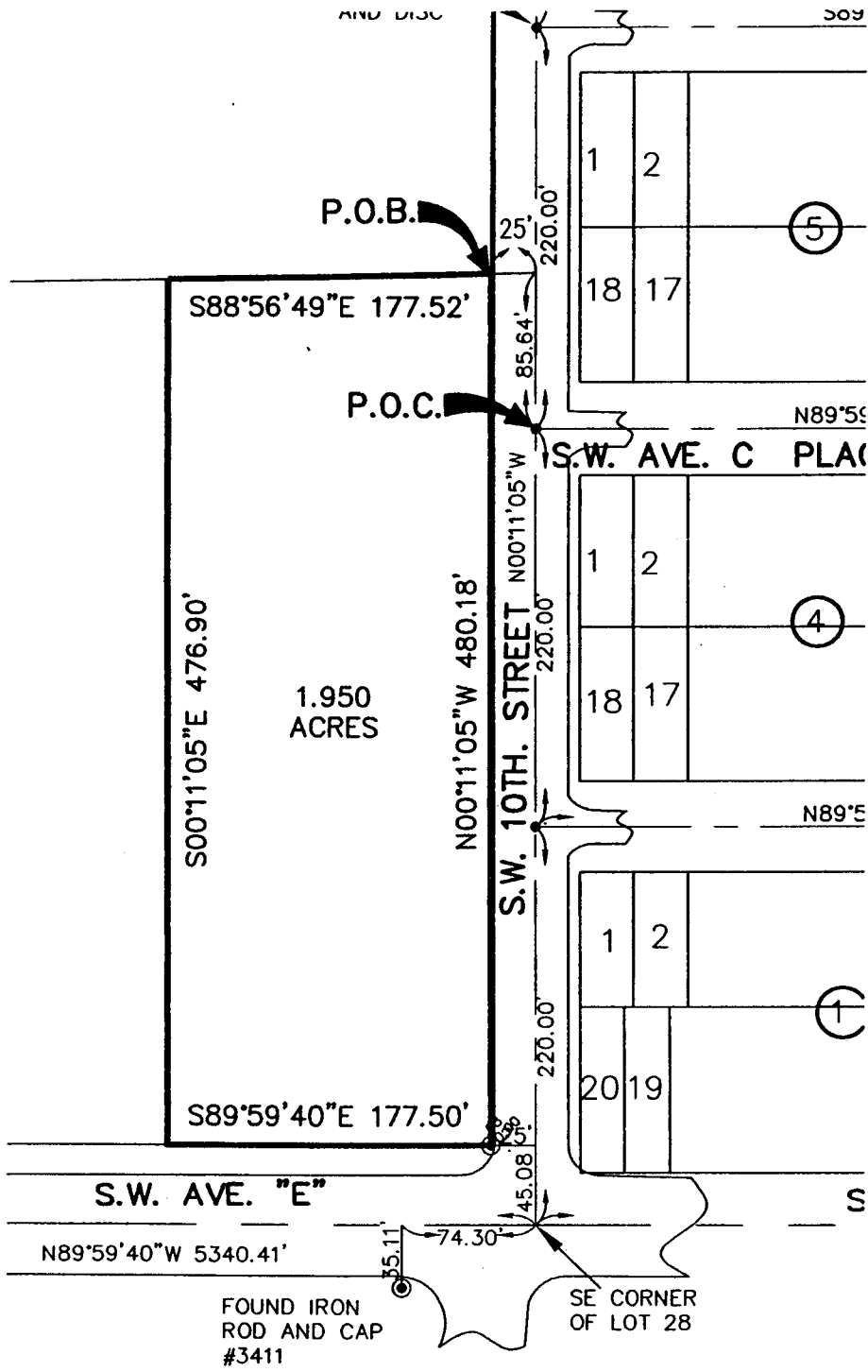
SHEET:

2 / 2

JOB N°

FLORIDA R.L.S.

00504.01DT



SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

FOR: **SCHOOL DISTRICT OF P.B. COUNTY LAKE SHORE MIDDLE SCHOOL**

SCALE: 1"=100'
DRAWN BY: STAFF
CHECKED BY: G. RAYMAN
DATE: 04/12/2001

SFRN
Engineers • Surveyors • Mappers
1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
PH (561)855-1151 • FAX (561)832-9390 • WWW.SFRNINC.COM

FIELD BOOK N°
SHEET: 1 / 2
JOB N° 00504.01DT
FLORIDA R.L.S.

This instrument prepared by:
The School Board of Palm Beach County, Florida
Real Estate Services Department
3300 Forest Hill Boulevard, suite C323
West Palm Beach, Florida 33406-5813



11/25/2002 16:50:24 20020621161
OR BK 14436 PG 0738
Palm Beach County, Florida
AMT 11.80
Doc Stamp 0.70

Return to:
James L. Watt, Esq.
Caldwell & Pacetti LLP
324 Royal Palm Way, Suite 300
Palm Beach, Florida 33480

WARRANTY DEED WITH RIGHT OF REVERTER

THIS INDENTURE made effective as of the 13th day of NOVEMBER, 2002, between THE SCHOOL BOARD OF PALM BEACH COUNTY, whose address is 3320 Forest Hill Boulevard, West Palm Beach, Florida 33406, hereinafter referred to as the "Grantor", and the CITY OF BELLE GLADE, FLORIDA, a municipal corporation of the State of Florida, whose address is Municipal Complex, Belle Glade, Florida 33430, hereinafter referred to as the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and Grantee's successors and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, State of Florida, as more particularly described as follows:

A PORTION OF OLD LAKE SHORE MIDDLE SCHOOL TO BE DEEDED TO THE CITY OF BELLE GLADE.

A PORTION OF STATE LOT 28 OF SECTION 31. TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 28, SAID POINT BEING THE CENTERLINE INTERSECTION OF S.W. AVENUE "C" PLACE AND S.W. 10TH STREET IN THE CITY OF BELLE GLADE AS SHOWN ON THE PLAT OF BAILEY'S ADDITION NO. 4, PLAT #2 AS RECORDED IN PLAT BOOK 20, PAGE 19; PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. RUN THENCE N00°11'05"W ALONG THE EAST LINE OF SAID LOT 28 AND CENTERLINE OF SAID S.W. 10TH STREET A DISTANCE OF 85.64 FEET: THENCE S88°56'49"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE S88°56'49"W A DISTANCE OF 117.52 FEET: THENCE S00°11'00"E ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 28 A DISTANCE OF 476.90 FEET: THENCE S89°59'40"E ALONG THE NORTH LINE OF S.W. AVENUE "E" A DISTANCE OF 177.50 FEET: THENCE N00°11'05"W ALONG A LINE 25 FEET WESTERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 28 A DISTANCE OF 480.18 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL OF LAND CONTAINING 1.950 ACRES MORE OR LESS.

TOGETHER WITH all the improvements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and together with all rights and easements of record.

SUBJECT TO all covenants, restrictions, easements and matters of record and taxes for the current and subsequent years.

SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

"The property shall revert in fee simple title to The School Board of Palm Beach County in the event that it is not used for a public or community purpose, and/or if the City of Belle Glade fails to complete construction improvements and/or fails to complete/satisfy all surviving obligations set forth in paragraph 11A 1-3 of that certain Agreement by and between The School Board of Palm Beach County and the City of Belle Glade dated October 17, 2001 and as amended on August 12, 2002."

On the date of reversion of title to Grantor, Grantee shall take any and all actions necessary to vest in Grantor marketable and insurable title subject only to these matters of record on the date hereof and any subsequent matters of record expressly approved by Grantor.

In the event title to the Property reverts to or is conveyed to Grantor, Grantee shall be obligated to remove and/or satisfy any and all liens, claims, liabilities, obligations and encumbrances on the Property no later than the date of reversion.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever subject to the foregoing right or reversion.

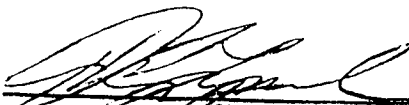
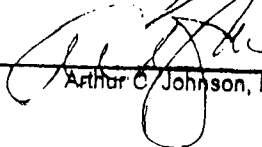
And the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and the Grantor does hereby fully warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be duly executed effective on the date indicated above.

Signed, sealed and delivered in the presence of:

GRANTOR:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: 
Chairman

Arthur C. Johnson, Ph.D., Superintendent

APPROVED FOR LEGAL FORM AND SUFFICIENCY


Julie Ann Rico-Allison, School District Attorney

Date 11/13/02

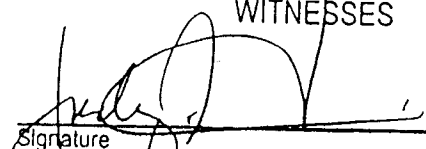
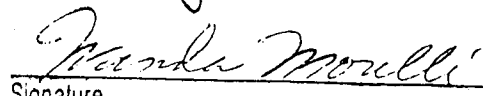
WITNESSES

Signature
Judy L. Davis
Print

Signature
Wanda Morelli
Print

EXHIBIT "D"
Description of lands Grantee has agreed to convey to City

A composite of three parcels of land in State Lot 28, Section 31, Township 43 South, Range 37 East, City of Belle Glade, Palm Beach County, Florida, described as follows;

Commencing at a point on the East line of said Lot 28, said point being the centerline intersection at Southwest Avenue C Place and Southwest 10th Street in the City of Belle Glade,

Thence North 0°07'10" W 85.64 feet along the East line of said Lot 28;

thence South 88°56'00" West 25.00 feet to the Point of Beginning of the hereinafter described composite parcel;

thence South 88°56'00" West 176.98 feet;

thence South 0°07'10" East 476.86 feet to a point on a line 45 feet North of, measured at right angles to the South line of Section 31, Township 43 South, Range 37 East, said line being the same as the centerline of Southwest Avenue E, now known as Dr. Martin Luther King Jr. Boulevard;

thence North 89°59'44" West 240.16 feet along said line parallel with and 45 feet North of the South line of Section 31, township 43 South, Range 37 East;

thence North 0°09'59" West 290.47 feet along a line parallel with the West line of State Lot 28;

thence South 88°56'00" West 35.02 feet;

thence North 0°09'59" West 81.12 feet along a line parallel with the West line of State Lot 28;

thence South 88°56'00" West 157.00 feet to a line parallel with and 25 feet East of the West line of said State Lot 28;

thence North 0°09'59" West 271.19 feet along said line parallel with and 25 feet East of the West line of State Lot 28;

thence South 89°59'44" East 609.64 feet to a line 25 feet West of measured at right angles to the East line of State Lot 28;

thence South 0°07'10" East 159.02 feet along said parallel with and 25 West of the East line State Lot 28, to the Point of Beginning.

Containing 5.433 Acres (236671.51 square feet), more or less.