

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	Perpetual
Termination Clause	No
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	Yes
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	FLORIDA LAW & PB COUNTY VENUE

Business Principles:

Comments

Sound Business Principles	YES
Reasonableness of Fees	Please refer to page _____
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page <u> 1 </u> _____

Other Issues:

Comments

Conflict of Interest Disclosures	N/A
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

Special Considerations: This easement requires Board approval under Policy 7.172 because the easement requires the District to defend title.

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

Blair [Signature] 11/8/05
By: Attorney (Name and Date)

EASEMENT DEED

THIS INDENTURE, made this _____ day of _____, 2004, between the School Board of Palm Beach County, Florida, hereinafter called the Grantor, and the CITY OF BOCA RATON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, County of Palm Beach, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to Grantee, its successors and assigns forever, a permanent easement and right of access for the construction and continued operation, maintenance, repair, alteration, inspection and replacement of any and all sanitary sewer and water lines, pipes, conduits and mains, together with all valves, meters, incidental equipment, attachments and any other necessary appurtenances pertaining thereto, over, on, upon, across, under and through such of the premises belonging respectively to said Grantor, located in the City of Boca Raton, County of Palm Beach and State of Florida, within which is situate the following described property:

SEE EXHIBIT "A" ATTACHED

JC Mitchell ES PN 0931-8336

TOGETHER WITH all rights of ingress and egress necessary for the full and complete use and enjoyment of the easement hereby granted, and all rights, privileges and appurtenances incidental thereto.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein and will defend the same against the lawful claims of all persons whomsoever.

This instrument prepared by:
John O. McKirchy, Senior Asst. City Atty.
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

BY: the School Board of Palm Beach County, Florida

Witnesses:

By: _____

sign: _____
print: Thomas E. Lynch, Chairman

sign: _____
print: _____

By: _____

sign: _____
print: Arthur C. Johnson,
title: Superintendent

address: 3300 Forest Hill Blvd.
West Palm Beach, Florida 33406

STATE OF FLORIDA)
COUNTY OF)

Approved As To Form
And Legal Sufficiency
Blair [Signature] 11/8/05

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____
He or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC

sign _____
print _____
State of Florida at Large (Seal)
My Commission Expires:

ACCEPTED AND APPROVED
CITY OF BOCA RATON, FLORIDA

By: _____
Steven L. Abrams, Mayor

Attest: _____
Sharma Carannante, City Clerk

DESCRIPTION: ADDITIONAL RIGHT-OF-WAY

A PORTION OF J.C. MITCHELL COMMUNITY ELEMENTARY SCHOOL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGES 81 THROUGH 90, AND A PORTION OF LOT 5, CALDWELL HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 243, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID TRACT F, "WELLINGTON GREEN"; THENCE N.88°05'25"W. ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 463.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°05'25"W. ALONG SAID SOUTH LINE, A DISTANCE OF 12.00 FEET TO POINT A; THENCE N.01°54'35"E., A DISTANCE OF 55.00 FEET; THENCE S.88°05'25"E., A DISTANCE OF 12.00 FEET; THENCE S.01°54'35"W., A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFOREMENTIONED POINT A; THENCE N.88°05'25"W. ALONG THE SOUTH LINE OF SAID TRACT F, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING A; THENCE CONTINUE N.88°05'25"W. ALONG SAID SOUTH LINE, A DISTANCE OF 28.69 FEET TO POINT B; THENCE N.02°15'14"E., A DISTANCE OF 12.32 FEET; THENCE S.87°44'46"E., A DISTANCE OF 16.62 FEET; THENCE N.01°54'35"E., A DISTANCE OF 40.01 FEET; THENCE S.88°05'25"E., A DISTANCE OF 12.00 FEET; THENCE S.01°54'35"W., A DISTANCE OF 52.23 FEET TO THE POINT OF BEGINNING A.

TOGETHER WITH:

COMMENCING AT THE AFOREMENTIONED POINT B; THENCE N.88°05'25"W. ALONG THE SOUTH LINE OF SAID TRACT F, A DISTANCE OF 224.24 FEET TO THE POINT OF BEGINNING B; THENCE CONTINUE N.88°05'25"W., ALONG SAID SOUTH LINE A DISTANCE OF 12.08 FEET; THENCE N.04°43'10"W., A DISTANCE OF 53.19 FEET; THENCE N.85°16'50"E., A DISTANCE OF 12.00 FEET; THENCE S.04°43'10"E., A DISTANCE OF 54.58 FEET TO THE POINT OF BEGINNING B.

SAID LANDS SITUATE IN THE VILLAGE OF WELLINGTON, PALM BEACH COUNTY, FLORIDA. CONTAINING 2,138 SQUARE FEET OR 0.049 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF TRACT F, "WELLINGTON GREEN, A MUPD/PUD", AS RECORDED IN PLAT BOOK 87, PAGES 81-90, BEARING N88°05'25"W.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

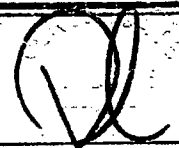
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 15, 2001. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



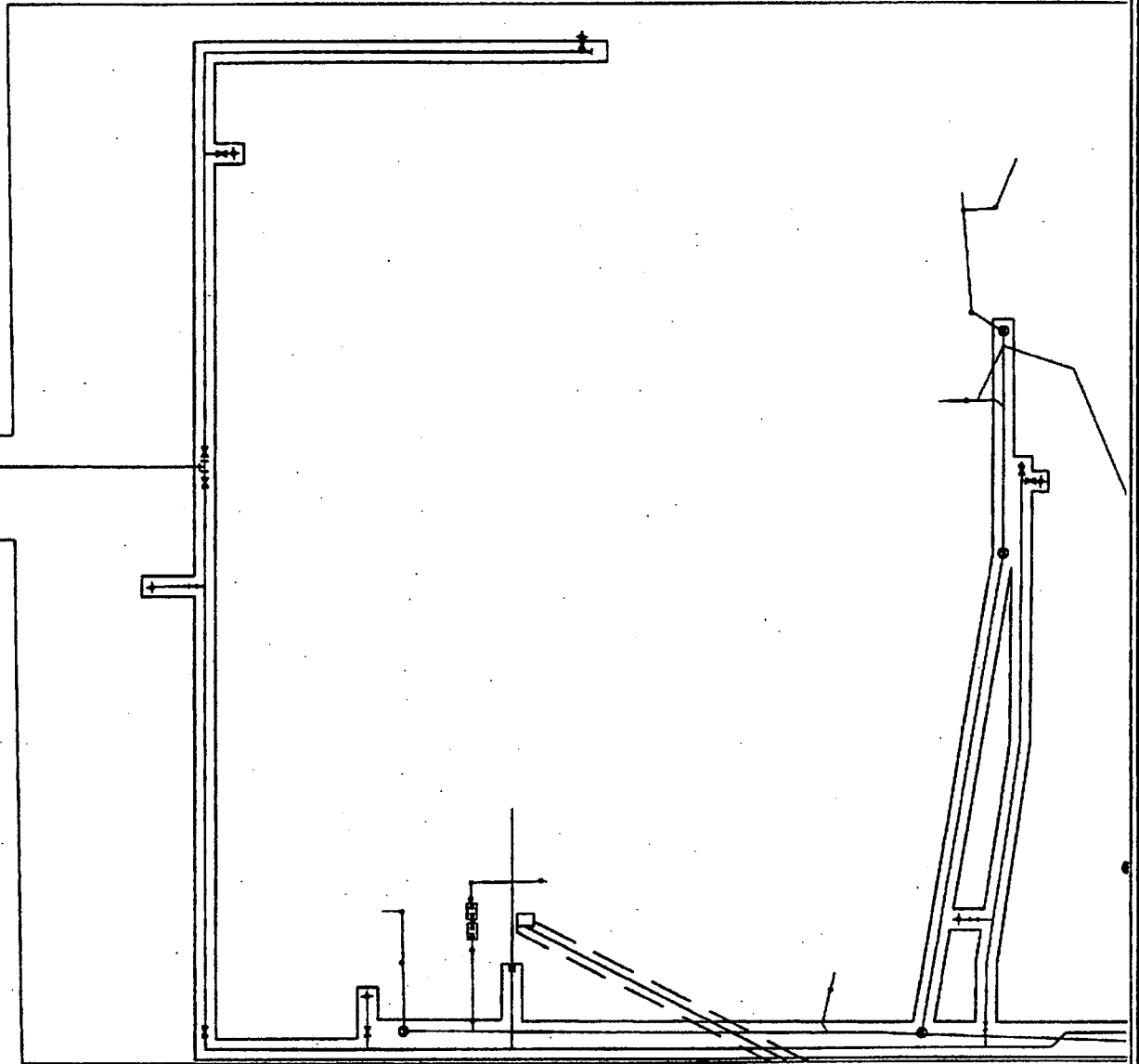
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	12/16/04
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4650RW

**J.C. MITCHELL COMMUNITY ELEMENTARY SCHOOL
 ADDITIONAL RIGHT-OF-WAY
 SKETCH OF DESCRIPTION**



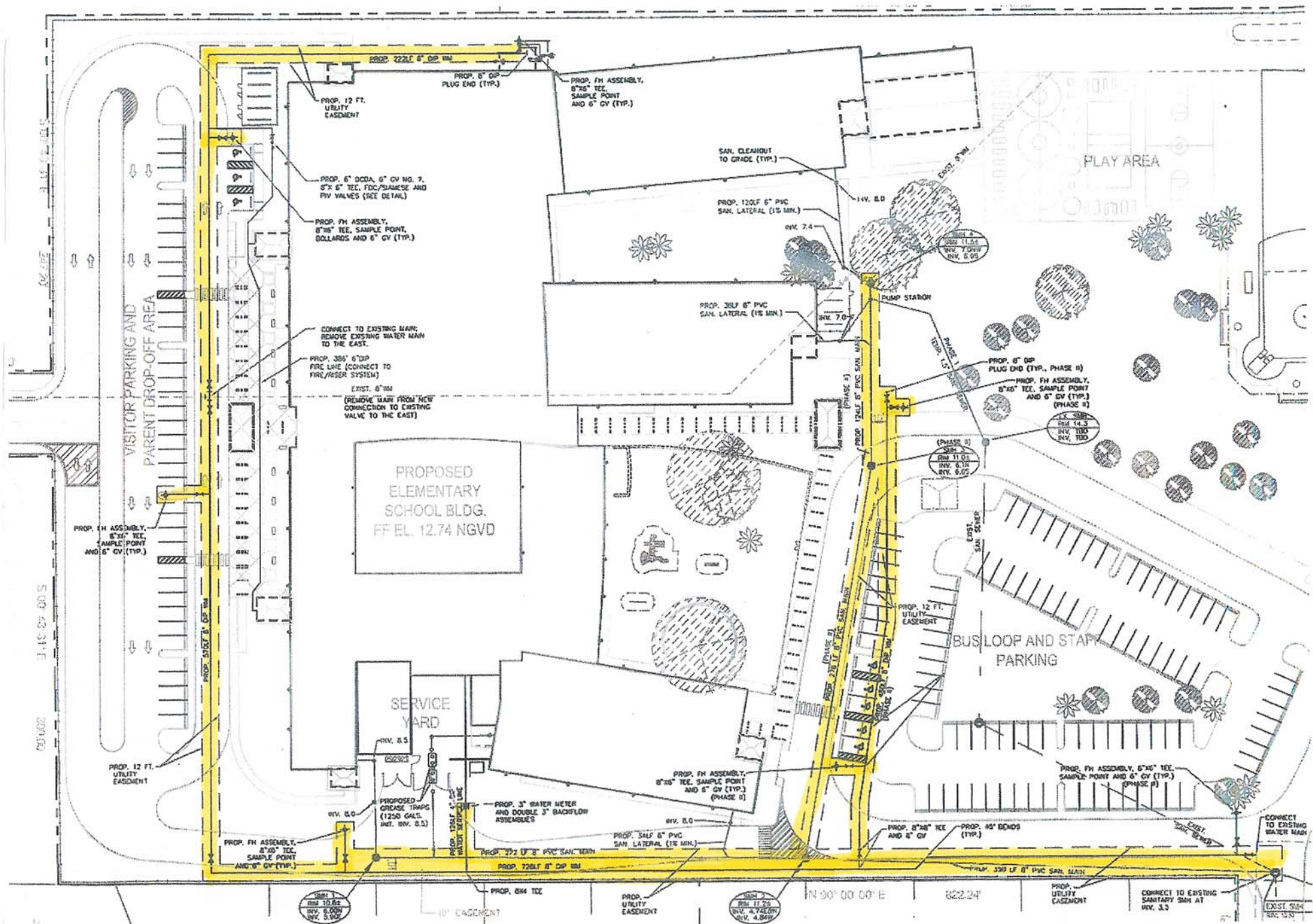
SHEET 2 OF 2

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**J.C. MITCHELL COMMUNITY ELEMENTARY SCHOOL
 ADDITIONAL RIGHT-OF-WAY
 SKETCH OF DESCRIPTION**



PROPOSED
ELEMENTARY
SCHOOL BLDG.
FF EL. 12.74 NGVD

SERVICE
YARD

VISITOR PARKING AND
PARENT DROP-OFF AREA

BUS LOOP AND STAFF
PARKING

PLAY AREA

10' EASEMENT

PROP. UTILITY
EASEMENT

PROP. UTILITY
EASEMENT

CONNECT TO EXISTING
SANITARY SHM AT
INV. 3.3

EXIST. SHM
INV. 3.3

N 90° 00' 00" E
622.24'

Sheet 1
RIM 10.86
INV. 2.00

Sheet 2
RIM 11.75
INV. 4.84

Sheet 3
RIM 14.3
INV. 7.00

Sheet 4
RIM 14.3
INV. 7.00

Sheet 5
RIM 11.03
INV. 6.30
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Sheet 6
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Sheet 100
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