

**INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY FLORIDA
AND THE CITY OF DELRAY BEACH
FOR THE PURCHASE AND CONSTRUCTION
OF A SOCCER COMPLEX
AND JOINT USE OF LAND AND FACILITIES**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2006; by and between the **SCHOOL BOARD OF PALM BEACH COUNTY**, Florida, a corporate body public politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "School Board") and the **CITY OF DELRAY BEACH**, a Florida municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, **School Board** owns and operates the Old Atlantic High School located at 2501 Seacrest Boulevard ("Old Atlantic Site"); and

WHEREAS, the **School Board** and the **City** entered into an Interlocal Agreement dated August 21, 1996 regarding the Seacrest Athletic Facility and the **School Board** and the **City** entered into an Interlocal Agreement dated March 5, 2002 regarding the establishment of a new high school on other property which contained a provision to make land available to the **City** (up to 15 acres on the Old Atlantic Site) to construct a soccer complex unless the remainder of the site was inadequate for a middle school, and the **School Board** and the **City** entered into an Interlocal Agreement dated March 29, 2006 regarding use of the gymnasium located at 2501 Seacrest Avenue and the **City**-owned fields at 2475 West Atlantic Avenue; and

WHEREAS, the parties desire to enter into this Interlocal Agreement to allow for the **City** to exercise its option to purchase 7.42 acres from the **School Board** for construction of a Soccer Complex on the Old Atlantic Site as referenced in Paragraph 4.2 of the Interlocal Agreement dated March 5, 2002 and to purchase additional property for parking for the Soccer Complex upon the completion of the **School Board's** site plan design of the new Middle School to be located on the **School Board's** remaining property. The land to be purchased for the Soccer Complex is described more particularly in the legal descriptions and surveys attached hereto as Composite Exhibit "A"; and

WHEREAS, the **City** desires to allow the **School Board** to use the fields located at 2475 West Atlantic Avenue, Delray Beach, Florida (hereinafter referred to as "Fields") and will provide for a release of the reverter provision referenced in Paragraph "J" of the Interlocal Agreement regarding the Seacrest Athletic Facility dated August 21, 1996 in exchange for the **City's** joint use of the gymnasium, football stadium field and adjacent

parking to the west of the proposed Soccer Complex as detailed on the map attached hereto as Exhibit "C" which shows the conceptual plan of the gymnasium, football stadium field and parking both before and after construction of the new Middle School on terms hereby provided; and

WHEREAS, both parties desire to increase the recreational opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance recreational opportunities for use by the public and the students of Palm Beach County.

Section 1.03 The defined terms as used in this Interlocal Agreement shall have the following meanings:

1. **Old Atlantic Site** shall mean the property owned by the **School Board** that was the former site of Atlantic High School located at 2501 Seacrest Boulevard, Delray Beach, Florida.
2. **Middle School** shall mean the middle school that the School Board intends to construct on the Old Atlantic Site.
3. **Soccer Complex** shall mean the land described in Composite Exhibit "A".
4. **Soccer Complex Improvements** shall mean the improvements listed in Section 3.01 of this Agreement.
5. **Soccer Complex Parking Area** shall mean the land on which the **City**-owned parking for the Soccer Complex shall be constructed. The Soccer Complex Parking Area will be located on a portion of land described in Composite Exhibit "A". The exact specifications for the parking area shall be decided after the completion of the site design plan for the Middle School, provided, however, that retention is met according to the South Florida Water Management District requirements and that the Soccer Complex Parking Area shall be sufficient and shall equal at least 130 -165 9 feet by 18 feet parking spaces and shall be located within four hundred feet (400') from the Soccer Complex.

6. **Soccer Complex Parking Area Improvements** shall mean the paving, striping, drainage improvements and lighting required for the Soccer Complex Parking Area.
7. **Fields** shall mean the **City**-owned practice field facilities located at 2475 West Atlantic Avenue, Delray Beach, Florida, adjacent to the new Atlantic High School.
8. **School Board's Representative** shall mean the Chief of Facilities Management.
9. **City's Facilities** shall collectively mean the Fields and the Soccer Complex Improvements.
10. **School Board's Facilities** shall collectively mean the football field, football stadium, gymnasium, and parking located on the Old Atlantic Site.
11. **Interim Parking** shall mean an area of at least 130-165 9 feet by 18 feet parking spaces located adjacent to the Soccer Complex to the west that shall remain in the ownership of the **School Board** but shall be utilized by the **City** until the **City** purchases the Soccer Complex Parking Area from the **School Board** at a later date as contemplated by this Agreement.

Section 1.04 The **City** and **School Board** shall enter into the Contract for Sale and Purchase attached hereto as Exhibit "B" simultaneously with the approval of this Interlocal Agreement for the sale and purchase of the Soccer Complex. This agreement shall survive the closing of the property.

Section 1.05 Within sixty (60) days of the **School Board's** completion of the site plan design for the Middle School, the **City** and **School Board** shall enter into a Contract for Sale and Purchase, substantially in the form attached hereto as Exhibit "B" for the sale and purchase of the Soccer Complex Parking Area and shall amend this Interlocal Agreement to provide for joint use of the Soccer Complex Parking Area by the **School Board**. Interim Parking use shall be governed by Section 5.01 of this Agreement. The purchase price for the Soccer Complex Parking Area shall be \$112,500 per acre. At the **City's** request, the **School Board** may include the Soccer Complex Parking Area Improvements in the **School Board's** contract for construction of the Middle School. In the event that the **City** elects to exercise this option, the **City** shall provide notice to the **School Board** sufficiently in advance for the Soccer Complex Parking Area Improvements to be included in the construction contract scope of work. The **City's** payment to the **School Board** for the expenses associated with the construction of the Soccer Complex Parking Area Improvements shall be addressed in an amendment to this Interlocal Agreement.

Section 1.06 City shall construct the Soccer Complex Improvements and shall bear the costs of the construction and maintenance of the Soccer Complex Improvements at its own expense.

Section 1.07 City shall utilize its bidding process for all construction services required for the Soccer Complex Improvements. Said bidding process shall be consistent with all federal, state and local laws, rules and regulations. The **School Board** shall have no contractual obligation to any person retained by **City** with regard to the construction of the Soccer Complex Improvements. Any disputes, claims, or liability that may arise as a result of **City** bidding process is solely the responsibility of **City**.

Section 1.08 City shall allow the **School Board** to use the Fields and shall release the **School Board** from the reverter clause provided for in the Interlocal Agreement regarding the Seacrest Athletic Facility dated August 21, 1996 in exchange for the **City's** use of the football stadium field, gymnasium and adjacent parking lot to the northwest of the Soccer Complex, described more fully on the map attached as Exhibit "C" which shows the gymnasium, football stadium field and parking lot both before and after the construction of the new Middle School.

ARTICLE 2: CONSTRUCTION

Section 2.01 City shall be responsible for the construction of the Soccer Complex Improvements. **City** shall construct the Soccer Complex Improvements in accordance with all applicable federal, state and local laws, rules and regulations.

Section 2.02 City shall be responsible for securing all permits and approvals necessary to construct the Soccer Complex Improvements.

Section 2.03 Prior to **City** commencing construction of the Soccer Complex Improvements, **City** shall provide a copy of all plans and specifications along with the associated costs thereof to the **School Board's** Representative for review of same to ensure consistency with the purpose of this Interlocal Agreement. In the event that the parties are unable to agree, the matter shall be submitted to the **City** Manager and the **School Board's** Chief Operating Officer who shall make a good faith effort to resolve the dispute.

ARTICLE 3: SCHEDULE/SCOPE OF WORK

Section 3.01 The scope of work and schedule for completion of the Soccer Complex Improvements shall be as follows:

Soccer Complex Improvements: Phase I improvements include:

1. Construct three (3) soccer fields.

2. Remove existing basketball and tennis courts,
3. Sod in existing softball fields, remove backstops and fencing,
4. Move existing light poles to the east and south of Soccer Complex,
5. Install perimeter fence around Soccer Complex and provide gate access from Soccer Complex to adjacent football stadium field and old Atlantic site,
6. Remove all existing buildings just north of football stadium (except press box),
7. Move storage container to southwest area near football field and track,
8. Construct a concession stand building with restrooms, concession stand and press box,
9. Fill and sod area between multipurpose field and track,
10. Lighting for the Soccer Complex,
11. Install concrete pad at northeast corner of Soccer Complex, and
12. Other improvements within the Soccer Complex as deemed necessary by **City**.

Schedule: The improvements listed above shall be completed by December 31, 2007.

ARTICLE 4: OWNERSHIP

Section 4.01 The School Board's Facilities shall remain in the ownership of the **School Board** and subject to all terms and conditions imposed herein subject to School Board policy and Florida Statutes and Department of Education rules.

Section 4.02 The Fields shall remain in the ownership of the **City** and subject to all terms and conditions imposed herein. Upon the closing of transaction contemplated herein, the Soccer Complex shall be owned by the City and be subject to all terms and conditions imposed herein.

ARTICLE 5: USE OF PROPERTIES

Section 5.01 Use of Gymnasium, Football Stadium Field and Interim Parking –

The **School Board** agrees to make available the gymnasium, football stadium field and Interim Parking. The **City** shall be permitted to use the gymnasium, football stadium field and Interim Parking in accordance with the prescribed procedure and conditions set forth herein, and without prior approval from 4:00 p.m. until 10:00 p.m. Monday through Friday until the Middle School is completed and from 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. Additional use of the gymnasium, football stadium field and Interim Parking by the **City** is allowed so long as ten (10) days advance notice is given to **School Board** in accordance with Article 12 herein and the additional use does not conflict with a **School Board** or **County** program or activity as defined in the certain Interlocal Agreement entered into by the School Board and Palm Beach County dated October 15, 2003. Both parties agree to meet prior to the opening of the new Middle School on the site in order to determine and agree on the revised times of use. The School Board shall be responsible for the utility costs associated with the School Board's Facilities. If the gymnasium and/or football stadium field are destroyed for any reason, the **School Board** agrees to permit the **City** to continue to utilize the new gymnasium/football stadium field as provided in accordance with the terms of this Agreement.

Section 5.02 Use of Soccer Complex/Fields – The **City** agrees to permit the onsite school located on the Old Atlantic Site to use the Soccer Complex Improvements in accordance with the prescribed procedure and conditions set forth herein, and without prior approval for recreational purposes from 8:00 a.m. until 4:00 p.m. Monday through Friday. The **City** agrees to permit the **School Board** to use the Fields annually from August 1 through November 30 from 3:00 p.m. to 6:00 p.m. Monday through Saturday for football, band and Eaglettes practice; from November 1 through February 28 from 3:00 p.m. to 6:00 p.m. Monday through Saturday, the Fields shall be available for soccer practice; and from May 1 through November 30 from 3:00 pm. to 6:00 p.m. Monday through Saturday the Fields shall be available for spring football. Additional use of the Soccer Complex Improvements and/or Fields is allowed so long as ten (10) days advance notice is given to the City in accordance with Article 12 herein and the additional use does not conflict with a **City** program or activity. The City shall be responsible for the utility costs associated with the City's Facilities.

Section 5.03 Adequate Supervision – Both parties agree to provide adequate supervision at all times, taking into consideration the type of activities planned when using the respective facilities of the other.

Section 5.04 Manner of Use; Cleanup – The **City** and the **School Board** agree to utilize the facilities of the other in the manner, and to the extent and degree intended

for the particular facility and further agree to leave the facility in a clean and orderly condition upon leaving the facility.

Section 5.05 **Vandalism or Other Damage to Gymnasium/Stadium Field/Soccer Complex/Fields When in Use Pursuant to this Agreement** – The **City** agrees to be responsible for vandalism or other damage occurring to the School Board's Facilities during the periods the School Board's Facilities are used by the **City**. The **School Board** agrees to be responsible for vandalism or other damage occurring to the City's Facilities during the periods the City's Facilities are used by the **School Board**. The **School Board** shall cause such repairs to be made as necessary to correct the damage to the **School Board's** Facilities in an expeditious and timely manner and submit an itemized invoice to the **City** for damages incurred during the **City's** use of the **School Board's** Facilities. The **City** shall cause such repairs to be made as necessary to correct the damage to the **City's** Facilities in an expeditious and timely manner and submit an itemized invoice to the **School Board** for damages incurred during the **School Board's** use of the **City's** Facilities. All damages shall be paid within ninety (90) days of receipt of the invoice for the damages.

ARTICLE 6: MAINTENANCE

Section 6.01 The **City** will contribute costs up to one thousand dollars (\$1,000) per calendar year upon completion of refinishing of the basketball courts for the gymnasium by the **School Board**. The **City** agrees to maintain and to assume 100% of costs of maintenance of the sod and irrigation on the football stadium field with the **School Board** to assume 100% of costs of maintenance for all other components of the football stadium.

Section 6.02 The **City** will assume 100% of the costs of maintenance for the Soccer Complex Improvements, Interim Parking, and the Fields, with such maintenance to be performed by the **City** or the **City's** designee.

ARTICLE 7: ACCESS AND SITE SECURITY

The **City** shall take access to the Soccer Complex via a fifty foot (50') ingress/egress easement as described in Composite Exhibit "A". The **School Board** will be responsible for securing the gymnasium, football stadium field, parking areas, and Fields on a daily basis by securing all locks and gates on a school day while school is in session and the **City** will be responsible for securing the gymnasium/football stadium field and parking areas on evenings and weekends and the **City** will be responsible for securing the Soccer Complex after each use.

ARTICLE 8: CITY LIABILITY

The **City** recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limit provided in Chapter 768.28, *Florida Statutes*, for the period of time the **City** is using the **School Board's** facilities, provided however, that this provision shall not be construed as a waiver of any right or defense which the **City** may possess, and it reserves all such rights against any and all claims that may be brought against it under this Agreement.

ARTICLE 9: BOARD LIABILITY

The **School Board** recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limit provided in Chapter 768.28, *Florida Statutes*, for the period of time the **School Board** is using the Soccer Complex and Fields, provided, however, that this provision shall not be construed as a waiver of any right or defense which the **School Board** may possess, and it reserves all such rights against any and all claims that may be brought against it under this Agreement.

ARTICLE 10: MODIFICATION

Any modifications to this Agreement shall be in writing and approved by the parties' respective governing bodies.

ARTICLE 11: TERM

This Agreement shall become effective upon approval of both parties, and shall continue for thirty (30) years, unless one party gives notice of intent to terminate this agreement in writing at least thirty (30) days in advance.

ARTICLE 12: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested. All notices shall be addressed to the following:

As to **School Board**: School Board of Palm Beach County
 Office of Chief Counsel
 3300 Forest Hill Blvd.
 West Palm Beach, FL 33406

With copies to: Chief of Facilities Management
 3300 Forest Hill Blvd.
 West Palm Beach, FL 33406

Kevin Logan, Athletic Director
Atlantic High School
2455 W. Atlantic Avenue
Delray Beach, FL 33445

As to **City**:

City of Delray Beach
Susan A. Ruby, City Attorney
200 N.W. 1st Avenue
Delray Beach, FL 33444

With copies to:

Joseph Weldon, Director of Parks and Recreation
City of Delray Beach
50 N.W. 1st Avenue
Delray Beach, FL 33444

David Harden, City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

ARTICLE 13: REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 14: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 15: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 16: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between the **City and School Board** as to the purchase and construction of the Soccer Complex and supersedes all other negotiations, representations or agreements, either written or oral, pertaining to the construction of the Soccer Complex. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. The rights and obligations of each party as contained in the Interlocal Agreements between the **City and the School Board** dated August 21, 1996, March 5, 2002 and March 29, 2006 are hereby superseded by this Agreement. All other agreements other than those referenced in this Article shall remain in full force and effect and shall not be superceded by this Agreement. Because the mutual use provisions of this Agreement are an amendment to the Interlocal Agreement between the City and the School Board dated August 21, 1996, the City's rights to use the School Board's Facilities have priority over the rights of Palm Beach County under that certain Interlocal Agreement between the School Board and Palm Beach County dated October 15, 2003.

ARTICLE 18: NO THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

ARTICLE 19: NO INTERPRETATION AGAINST DRAFTER

No party shall be considered the author of this Interlocal Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Interlocal Agreement. Thus, the terms of this Interlocal Agreement shall not be strictly construed against one party as opposed to another party based upon who drafted it.

ARTICLE 20: EFFECTIVE DATE

The effective date of this Agreement shall be as of the date it has been executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Arthur C. Johnson, Ph.D.
Superintendent

By: _____
Thomas E. Lynch, Chairman

Board Approval Date: _____

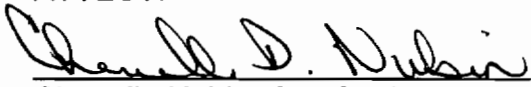
Approved for Form and Legal Sufficiency:

School Board Attorney

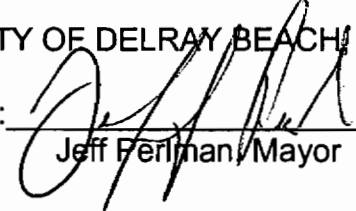
Date: _____

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

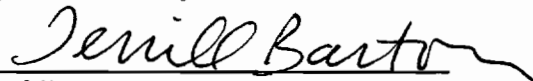


Chevelle Nubin, City Clerk

By: 

Jeff Ferlman, Mayor

Approved for Form and Legal Sufficiency:


Asst City Attorney

Date: 6/26/06

**COMPOSITE
EXHIBIT "A"**

(Surveys and Legal Descriptions of Soccer Complex, Soccer
Complex Parking Area and 50 Foot Ingress/Egress Easement)

SOCCER COMPLEX PROPERTY

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF THE PLAT OF DE CARIE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24 AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID CORNER LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE S07°48'11"W ALONG SAID WESTERLY RAILROAD RIGHT OF WAY FOR A DISTANCE OF 682.32 FEET; THENCE DEPARTING FROM SAID RAILROAD RIGHT OF WAY S89°16'05"W FOR 196.82 FEET; THENCE N00°43'55"W FOR 46.67 FEET; THENCE S89°16'05"W FOR 136.00 FEET; THENCE N00°43'55"W FOR 23.79 FEET; THENCE S89°16'05"W FOR 117.14 FEET; THENCE N00°43'55"W FOR 604.30 FEET; TO A POINT ON THE SOUTH LINE OF SAID PLAT OF DE CARIE SUBDIVISION; THENCE N89°16'05"E ALONG THE SOUTH LINE OF SAID PLAT FOR A DISTANCE OF 551.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 7.42 ACRES OF LAND, MORE OR LESS.

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SEACREST BOULEVARD, HAVING AN ASSUMED BEARING OF NORTH 01°05'18" WEST AS SHOWN ON THE PLAT OF NORTHRIDGE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 168 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- 4) RECORD INFORMATION SHOWN HEREON WAS TAKEN FROM RECORD PLATS OBTAINED FROM THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- 5) SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- 6) THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE UNDERSIGNING SURVEYOR AS DIRECTED BY THE CLIENT.

LEGEND:

H.W.S. = HELLER WEAVER & SHEREMETA INC.
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORD BOOK

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: JOHN Q. WEAVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 3550

DATED: JUNE 5, 2006 REVISED JUNE 13, 2006
WORK ORDER 15080.100 HWS FILE NO. 06-15080.100-SS1

SHEET 1 OF 2 SHEETS



L.B. NO. 0003449

Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors and Mappers

310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

SOCCER COMPLEX PROPERTY

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

DE CARIE SUBDIVISION
(P.B. 24 - PAGE 102)



SOUTH LINE DE CLARIE
SUBDIVISION (P.B. 24, PG.
102)

DE CARIE STREET
N89°16'05"E 551.23'

WEBB AVENUE

POINT OF BEGINNING
SOUTHEAST CORNER OF
THE PLAT OF DE CARIE
SUBDIVISION PER (PLAT
BOOK 24, PAGE 102)

SOCCER COMPLEX
PROPERTY
(7.42 ± ACRES)

N00°43'55"W 604.30'

S89°16'05"W
117.14'

S89°16'05"W
136.00'

N00°43'55"W
23.79'

N00°43'55"W
46.67'

196.82' S89°16'05"W

807'48'11"W
682.32'

WESTERLY RIGHT OF WAY
LINE OF THE FLORIDA
EAST COAST RAILROAD
FLORIDA EAST COAST RAILROAD

100'



SOCCER COMPLEX PARKING AREA

A PARCEL OF LAND LYING WITHIN THE THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

LEGAL DESCRIPTION:

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SAID LANDS SITUATE WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 5.55 ACRES OF LAND, MORE OR LESS.

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
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HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.E. NO. 3449

BY: *[Signature]*
JOHND WEAVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 3550

DATED: JUNE 5, 2006 REVISED JUNE 13, 2006
WORK ORDER 15080.100 HWS FILE NO. 06-15080.100-SS3

SHEET 1 OF 2 SHEETS



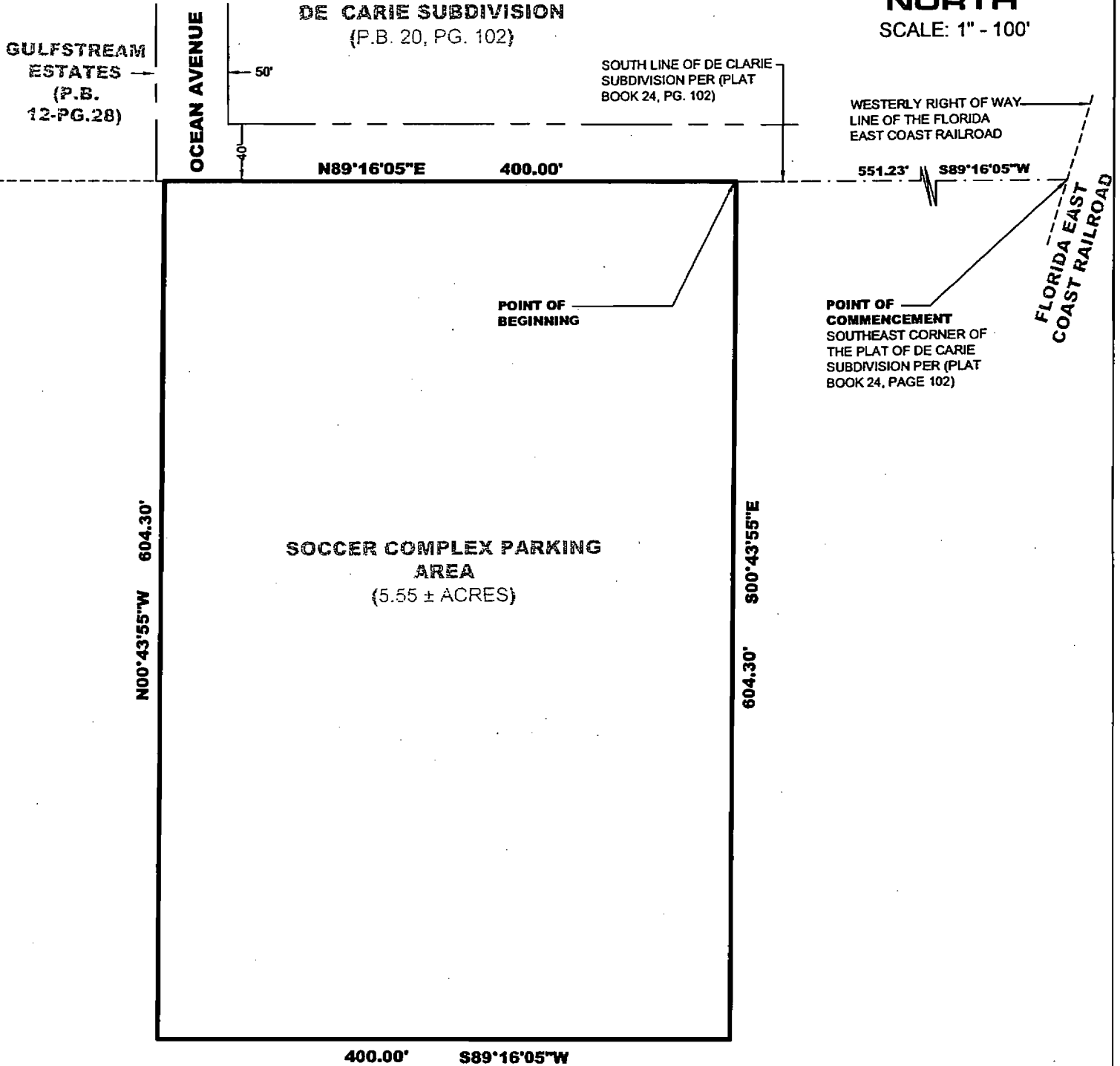
L.B. NO. 0003449

Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors and Mappers

310 S.E. 1st Street, Suite 4
DeLray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

SOCCER COMPLEX PARKING AREA

A PARCEL OF LAND LYING WITHIN THE THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.



50' INGRESS EGRESS EASEMENT

A PARCEL OF LAND LYING WITHIN THE THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF THE PLAT OF DE CARIE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24 AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID CORNER LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE S89°16'05"W ALONG THE SOUTH LINE OF SAID PLAT OF DE CARIE SUBDIVISION FOR A DISTANCE OF 551.23 FEET TO THE POINT OF BEGINNING; THENCE S00°43'55"E FOR 50.00 FEET; THENCE S89°16'05"W ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PLAT OF DE CARIE SUBDIVISION AND THE EXTENSION THEREOF FOR A DISTANCE OF 1148.41 FEET; THENCE N01°05'18"W ALONG A LINE PARALLEL WITH AND 40 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 4 FOR A DISTANCE OF 50.00 FEET; THENCE N89°16'05"E ALONG THE SOUTH LINE OF SEACREST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 23 AT PAGE 3, AND ALONG THE SOUTH LINE OF GULFSTREAM ESTATES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12 AT PAGE 28 AND ALONG THE SOUTH LINE OF THE SAID PLAT OF DE CARIE SUBDIVISION ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 1148.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

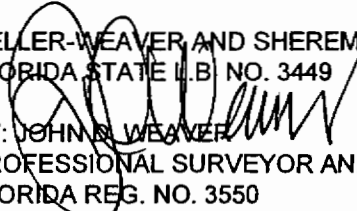
NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SEACREST BOULEVARD, HAVING AN ASSUMED BEARING OF NORTH 01°05'18" WEST AS SHOWN ON THE PLAT OF NORTHRIDGE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 168 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- 4) RECORD INFORMATION SHOWN HEREON WAS TAKEN FROM RECORD PLATS OBTAINED FROM THE PUBLIC RECORDS OF PALM BEACH COUNTY AND A DEED RECORDED IN OFFICIAL RECORDS BOOK 2979, PAGE 579 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- 5) THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE UNDERSIGNING SURVEYOR AS DIRECTED BY THE CLIENT.
- 6) SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

LEGEND:

- H.W.S. = HELLER WEAVER & SHEREMETA INC.
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORD BOOK

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: 
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 3550

DATED: JUNE 5, 2006
WORK ORDER 15080.100

REVISED JUNE 13, 2006
HWS FILE NO. 06-15080.100-SS7

SHEET 1 OF 2 SHEETS



L.B. NO. 0003449

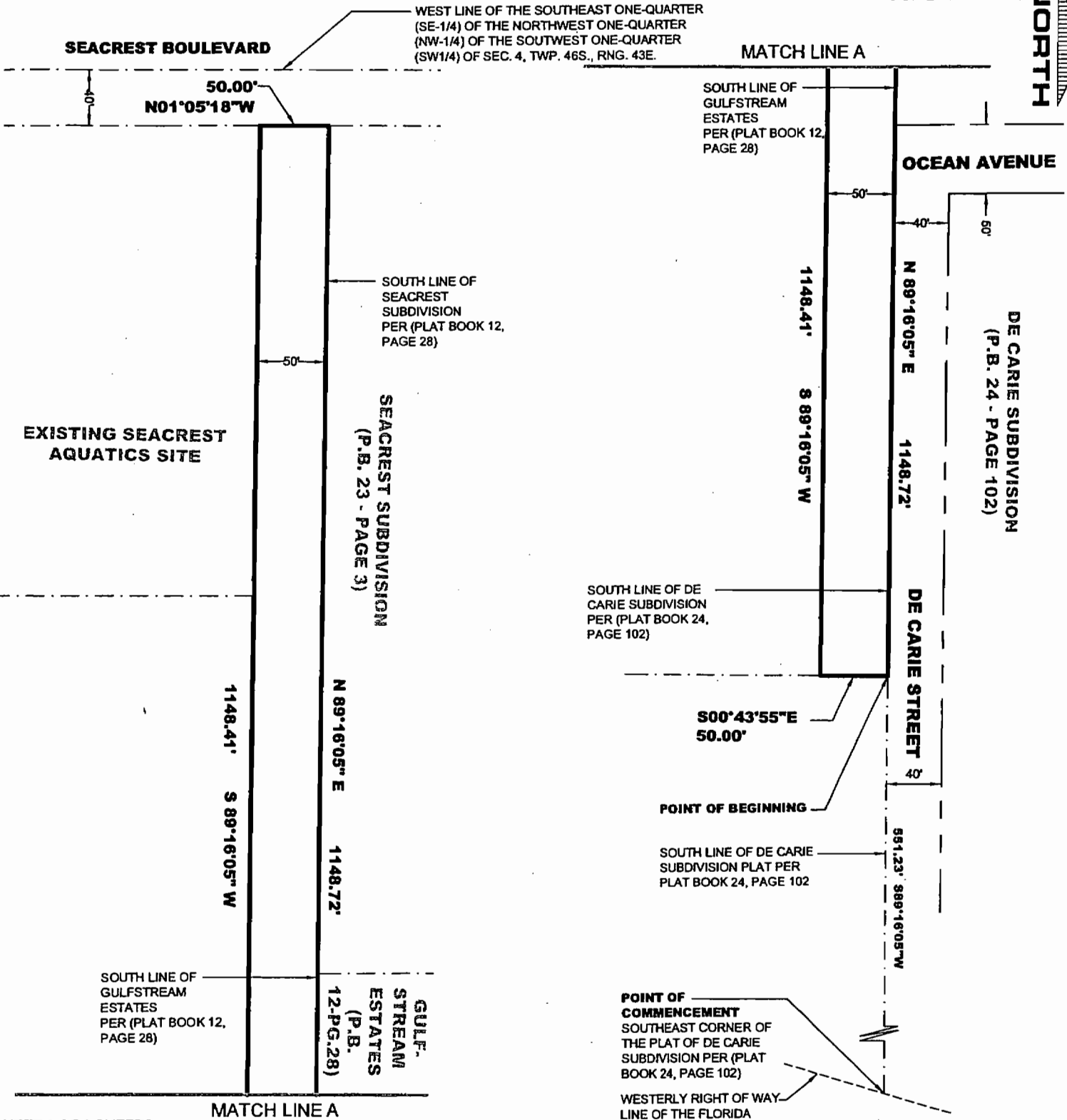
Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors and Mappers

310 S.E. 1st Street, Suite 4
DeLray Beach, Florida 33483
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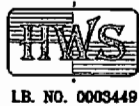
SCALE: 1" = 100'



SHEET 2 OF 2 SHEETS

HWS FILE NO. 06-15080.100-SS8

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