

AGREEMENT FOR EXCHANGE

THIS AGREEMENT FOR EXCHANGE (the "Agreement") is made and entered into by and between THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation (the "City"), and THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic (the "School Board"). City and School Board are sometimes referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City owns two parcels of real property located in Palm Beach County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, all easements, interests, permits, approvals, privileges and other rights appurtenant thereto (individually referred to as the "Roosevelt Parcel" and "Westward Parcel", and collectively referred to as the "City Property"); and

WHEREAS, School Board is the owner of that certain real property located in Palm Beach County, Florida, more particularly described on Exhibit "B" attached hereto and made a part hereof, together with all improvements located thereon, all easements, interests, permits, approvals, privileges and other rights appurtenant thereto (the "School Board Property"); and

WHEREAS, City desires to acquire from School Board, and School Board desires to convey to City, the School Board Property, and (ii) School Board desires to acquire from City, the City Property upon the terms, but subject to the conditions, set forth hereinafter; and

WHEREAS, the City Property and the School Board Property are sometimes referred to herein individually as a "Property" and collectively as the Properties".

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement Exchange. City shall exchange the City Property for the School Board Property with School Board, and School Board shall exchange the School Board Property for the City Property with City.

3. Purchase Price. For purposes of this Agreement, the value of the School Board Property is agreed to be \$300,000.00, the value of the Westward Property is agreed to be \$590,000.00 and the value of the Roosevelt Property is agreed to be \$40,000.00 (the total value of the City Property being \$630,000.00). Subject to the adjustments, credits and prorations set forth in this Agreement, the difference between the value of the City Property and the value of the School Board Property of \$330,000.00 shall be paid to City at "Closing," (as hereinafter defined), in United States funds by School Board check.

4. Expenses and Prorations. The Parties agree, with respect to the payment of costs, expenses and prorations, that at "Closing":

(a) City shall pay: (i) the cost of the "Commitment" (as hereinafter defined) for the City Property; (ii) the cost of the premium for the "Title Policy" (as hereinafter defined) for the City Property; (iii) the cost of the Survey of the City Property; (iv) the cost of recording the "Deed" (as hereinafter defined) for the School Board Property; and (v) the cost of satisfying and correcting title and survey matters in accordance with paragraph 5 below.

(b) School Board shall pay: (i) the cost of the Commitment for the School Board Property; (ii) the cost of the premium for the Title Policy for the School Board Property; (iii) the cost of the

Survey for the School Board Property; (iv) the cost of recording the Deed for the City Property; and (v) the cost of satisfying and correcting title and survey matters in accordance with paragraph 5 below.

5. Status of Title.

(a) Each Party shall obtain: (i) a title commitment (a "Commitment") from a title agent selected by such Party (a "Title Agent") for the issuance of an ALTA Form "B" Marketability Owner's Title Insurance Policy (the "Title Policy") covering the Property it is conveying from Chicago Title Insurance Corporation (the "Title Company"); and (ii) a survey of the Property it is conveying (a "Survey") which shall be prepared by a registered land surveyor, certify the overall total acreage to 1/100th of an acre (the "Actual Acreage") of such Property and be certified to the Parties, the Title Agents and the Title Company. Not more than five (5) days after the Effective Date, the Parties shall exchange Commitments and Surveys.

(b) Within twenty (20) days after the Effective Date (the "Title Review Period"), each Party shall deliver to the other Party written notice (the "Title Objection Letter") of any matters set forth in the Commitment or on the Survey received from the other Party to which it objects (the "Title Defects"). Within ten (10) days after the Title Review Period (the "Title Response Period"), the Party receiving the Title Objection Letter shall advise the other Party in writing (the "Title Response Letter") which Title Defects it will satisfy and/or correct by Closing, and such Party shall be obligated to satisfy and/or correct all Title Defects that it agrees to satisfy and/or correct in its Title Response Letter. If a Party refuses to satisfy and/or correct by Closing all of the Title Defects set forth in the Title Objection Letter it received, then the Party sending the Title Objection Letter shall have the right, but not the obligation, to terminate this Agreement by giving written notice of such termination to the other Party within five (5) days after the Title Response Period (the "Title Termination Period"), whereupon, this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement.

(c) If a Party fails to deliver a Title Objection Letter to the other Party prior to the expiration of the Title Review Period, then (except as otherwise expressly set forth in paragraph 5(d) below) all matters shown in the Commitment and on the Survey received from the other Party shall be "Permitted Exceptions" (as hereinafter defined). If a Party fails to deliver a Title Response Letter to the other Party prior to the expiration of the Title Response Period, then none of the Title Defects set forth in the Title Objection Letter received by such Party shall be Permitted Exceptions. If a Party fails to terminate this Agreement prior to the expiration of the Title Termination Period, then such Party shall have waived its right to terminate this Agreement under this paragraph 5(c). Except as otherwise provided in paragraph 5(d) below, the term "Permitted Exceptions" shall mean: (i) real property taxes for the year of Closing and subsequent years not yet due and payable; and (ii) those Schedule B-II Exceptions of a Commitment and those matters shown on a Survey: (1) that a Party does not object to in its Title Objection Letter; (2) that are objected to in its Title Objection Letter but which the other Party refuses to satisfy and/or correct as set forth in its timely given Title Response Letter; (3) apply only to the Party who received such Commitment (e.g., certificates of good standing, resolutions, etc.); (4) with respect to the School Board Property, that certain existing ground lease encumbering the School Board Property in favor of The Urban League of Palm Beach County, Inc. (the "Urban League Lease"); (5) with respect to the Westward Parcel, that certain existing lease and maintenance agreement encumbering a portion of the Westward Parcel in favor of the School Board ("Bio Pond Agreements"); and/or (6) with respect to the Westward Parcel, that certain easement reserved in the Deed by City for operation and maintenance of the lift station.

(d) Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, paragraphs 5(b) and (c) above), none of the following shall be Permitted Exceptions: (i) the Schedule B-1 Requirements of a Commitment (other than those that specifically apply only to the Party who received such Commitment); (ii) the Schedule B-II Standard Exceptions of a Commitment (other than the standard survey exception); (iii) any claim, lien, charge or liability affecting the Property covered by a Commitment that can be satisfied and discharged at Closing by payment of a liquidated amount (including, without limitation, mortgages and related loan documents); and (iv) any matter of record whether or not created (or permitted to be created) by, through or under the Party owning the Property covered by a Commitment first appearing in the public record or first known to the Party who obtained the Commitment after the original effective date of such Commitment. On or before Closing, the Party owning the Property covered by a Commitment shall be obligated to have satisfied, deleted and/or

discharged from the Commitment and/or public record, as applicable, all matters set forth in (i) through (iv) above.

6. Inspection Period.

(a) Each Party and such Party's agents, employees and contractors (collectively, "Agents") shall have the right, while this Agreement remains in effect, to enter and go upon the other Party's Property at any time prior to Closing to perform any test, inspection or investigation, and to undertake any other action on and/or relating to such other Party's Property. After each entry upon a Property by a Party or any of its Agents, such Party shall restore such Property substantially to the same condition that it was in immediately prior to such entry. Subject to the limitations set forth in paragraph 15(e) below, each Party shall indemnify, defend and hold the other Party harmless from and against any and all claims, causes of action, damages, injuries (to property or person including death), liabilities, losses, costs and expenses, arising out of, in connection with or in any way relating to any test, inspection and/or investigation by such Party of the other Party's Property under this paragraph 6(a).

(b) Each Party shall have twenty (20) days following the Effective Date (the "Inspection Period") to review the Commitment and Survey received from the other Party, all tests, inspections and investigations performed by such Party, and any and all other matters concerning or affecting the Property such Party is acquiring under this Agreement. If a Party is not, in its sole and absolute discretion, satisfied with the Property it is acquiring under this Agreement for any reason or for no reason whatsoever, then such Party shall have the right to terminate this Agreement by sending a written notice of termination to the other Party on or before the expiration of the Inspection Period. If a Party timely sends a written notice of termination to the other Party, then this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement. If a Party fails to send a written notice of termination to the other Party prior to the expiration of the Inspection Period, then such Party shall have waived its right to terminate this Agreement under this paragraph 6(b). With respect to the School Board Property, City shall not be permitted to terminate this Agreement based on any inspection or condition of the improvements owned by the Urban League and located on the School Board Property.

(c) (i) Each Party (a "Performing Party") shall have the right, during the Inspection Period, to perform any and all environmental tests, inspections and/or investigations (an "Environmental Audit") on the Property it is acquiring under this Agreement (the "Tested Property") to verify the environmental condition of the Tested Property. A Performing Party who performs an Environmental Audit shall promptly deliver a copy of such Environmental Audit to the owner of the Tested Property. If a Performing Party is not, in its sole and absolute discretion, satisfied with the environmental condition of the Tested Property for any reason or for no reason whatsoever, then the Performing Party shall have the right to terminate this Agreement prior to the expiration of the Inspection Period under and in accordance with paragraph 6(b) above. Failure of a Party to terminate this Agreement due to the environmental conditions of the Property it is acquiring prior to the expiration of the Inspection Period under and in accordance with paragraph 6(b) above shall (except as otherwise provided in paragraph 6(c)(iii) below) be a waiver of such Party's right to terminate this Agreement based on the environmental condition of such Property.

(ii) If a Party elects to perform an Environmental Audit of the Property it is acquiring under this Agreement, then the owner of the Tested Property shall be obligated to convey the same at Closing in substantially the same or better environmental condition as set forth in the Environmental Audit issued for such Tested Property. A Performing Party shall have the right to update its Environmental Audit of the Tested Property at any time prior to Closing. If an updated Environmental Audit indicates the presence and/or levels of any "Hazardous Substance" (defined to mean any hazardous or toxic substance, material or waste of any kind, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product, all as defined and regulated by federal, state and local environmental statute, rule, regulation and/or ordinance) not identified in or in excess of that identified in the original Environmental Report (and such new or increase in Hazardous Substance occurred between the time of the performance of the original Environmental Audit and the performance of the update of such Environmental Audit), then the owner of the Tested Property on which such updated Environmental Audit was performed shall have the right to: (1) perform, at its sole cost and expense, such remediation as may be necessary to reduce the environmental condition identified in the updated Environmental Report to a level that is below the Residential Soil Cleanup Target Levels and Residential Groundwater

Cleanup Levels as set by applicable federal, state and local statute, rule, regulation and/or ordinance; or (2) perform no remediation whatsoever.

(iii) If a Party elects to perform remediation pursuant to paragraph 6(c)(ii)(1) above, then such Party shall complete (with the Performing Party having the right to confirm and verify) such remediation prior to Closing; provided, however, if the Tested Property at issue is not below the Residential Soil Cleanup Target Levels and Residential Groundwater Cleanup Levels as set by applicable federal, state and local statute, rule, regulation and/or ordinance as of Closing, then the owner of the Tested Property shall have the right, but not the obligation, to extend Closing for a period of up to sixty (60) days to complete the necessary remediation of such Tested Property so that the same meets the environmental standards for residential development as set by applicable federal, state and local statute, rule, regulation and/or ordinance. If a Party elects not to perform any remediation pursuant to paragraph 6(c)(ii)(2) above, or elects to perform such remediation but fails to complete the same within the sixty (60) day time period, then the Performing Party's sole remedy in either case shall be to terminate this Agreement.

7. Contingencies.

(a) Unless waived in writing by City in its sole and absolute discretion, City's obligations under this Agreement are contingent (individually, a "City Condition Precedent" and collectively, the "City Condition Precedents") upon, that, as of the Effective Date and as of Closing (and at all times between those dates, (i) there shall be no pending condemnation or eminent domain proceedings which affect the School Board Property, and (ii) all of the representations, warranties, covenants and agreements made by School Board in this Agreement shall be true and correct and in good standing. City shall have the right, but not the obligation, to terminate this Agreement at any time on or before Closing upon any failure of any City Condition Precedent by sending a written notice of termination to School Board, whereupon, this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement.

(b) Unless waived in writing by School Board in its sole and absolute discretion, School Board's obligations under this Agreement are contingent (individually, a "School Board Condition Precedent" and collectively, the "School Board Condition Precedents") upon, that, as of the Effective Date and as of Closing (and at all times between those dates, (i) there shall be no pending condemnation or eminent domain proceedings which affect the City Property, and (ii) all of the representations, warranties, covenants and agreements made by City in this Agreement shall be true and correct and in good standing. School Board shall have the right, but not the obligation, to terminate this Agreement at any time on or before Closing upon any failure of any School Board Condition Precedent by sending a written notice of termination to City, whereupon, this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement.

8. Representations, Warranties, Covenants and Agreements of the Parties. As a material inducement to the Parties to enter into and execute this Agreement, and to close the transaction contemplated hereby, each Party, in addition to any other representation, warranty, covenant or agreement made by each such Party herein, hereby represents, warrants, covenants and agrees to and with the other Party as follows:

(a) Except for the Urban League Lease and the Bio Pond Agreements, to the best of each Parties' knowledge, there are no oral or written, recorded or unrecorded, agreements, restrictions, leases, tenancies or other possessory rights, or any other matters, whether oral or written, recorded or unrecorded, affecting the Property owned by such Party, other than those matters disclosed in the Commitment covering such Party's Property. Each Party shall deliver possession of its Property at Closing to the other Party, except to the extent any are Permitted Exceptions, free and clear of all: (i) oral or written, recorded or unrecorded, agreements, restrictions and leases; and (ii) tenants and others claiming any possessory rights in or to the Property.

(b) To the best of each Parties' knowledge, there is no pending or threatened litigation, investigation or claim which affects or which might affect the Property owned by such Party or such Party's ability to perform under this Agreement.

9. Additional Agreements and Covenants of the Parties. Each Party hereby covenants and agrees with the other Party as follows:

(a) If a Party receives any notice or otherwise acquires any knowledge of the commencement of any legal action that will or may adversely impact upon or adversely affect the transaction contemplated by this Agreement, or if a Party receives any notice from any governmental authority of any action that will or might be taken thereby that will or may adversely impact upon or adversely affect the transaction contemplated by this Agreement, then such Party shall promptly provide the other Party with copies of any such written notices received and/or written notice and description of any such knowledge acquired.

(b) From and after the Effective Date, neither Party shall enter into any agreement or understanding, whether oral or written, recorded or unrecorded, that affects the Property (or any portion thereof) owned by such Party which, by its own terms, does not terminate prior to Closing. No Party shall remove any fill and/or other earth materials from the Property owned by such Party from and after the Effective Date; provided, however, a Party shall be permitted to remove fill and other earth material from the Property owned by such Party prior to Closing in connection with any environmental remediation performed by or on behalf of such Party on its Property as long as the Party removing such fill and other earth material replaces the same (in an amount equal to the amount removed) with fill (which shall not include muck) that is below the Residential Soil Cleanup Target Levels and Residential Groundwater Cleanup Levels as set by applicable federal, state and local statute, rule, regulation and/or ordinance prior to Closing. Except as otherwise provided in paragraph 7(b) above, each Party shall, at Closing, cause the Property owned by such Party to be delivered to the other Party in substantially the same physical condition as it existed on the Effective Date.

10. Documents to be Delivered At Closing.

(a) At Closing, each Party shall deliver to the other Party, in addition to all other documents referred to elsewhere in this Agreement, the following:

(i) A special warranty deed (a "Deed"), in recordable form, conveying to the other Party good, marketable and insurable fee simple title to the Property then being conveyed, subject only to the Permitted Exceptions. The Deed from School Board to City and Deeds from the City to School Board shall waive the reservations under Florida Statutes Section 270.11. The Deeds shall be substantially in the form attached hereto as Exhibit "C", Exhibit "D" and Exhibit "E".

(ii) A "Title Affidavit" in usual and customary form, together with any other affidavits, documents or other information necessary to satisfy and/or delete: (i) the Schedule B-I Requirements of the Commitment covering the Property then being conveyed; (ii) the Schedule B-II Standard Exceptions of the Commitment covering the Property then being conveyed (including, without limitation, the "gap exception", the "mechanic's lien exception", and the "parties-in-possession exception"); and (iii) all other matters that are not Permitted Exceptions.

(iv) An affidavit confirming that the Party conveying the Property is not a "foreign person" within the meaning of the U.S. tax laws and to which reference is made in the Internal Revenue Code, Section 1445, as amended.

11. Closing. Closing, unless otherwise extended pursuant to the terms of this Agreement, shall take place at the offices of South East Guaranty & Title, Inc., commencing at 10:00 a.m. on September 29, 2006. Closing may be extended by mutual agreement of the Parties. For purposes of this Paragraph 11, the School Board's Superintendent shall be authorized to approve any extension of Closing and is authorized to execute an amendment to this Agreement extending the Closing on behalf of the School Board without the need for any further action or approval of the School Board. For purposes of this Paragraph 11, the City's City Administrator shall be authorized to approve any extension of Closing and is authorized to execute an amendment to this Agreement extending the Closing on behalf of the City without the need for any further action or approval of the City Commission.

12. Default.

(a) If City shall default on any of the terms, covenants and/or conditions of this Agreement on the part of City to be performed, then School Board shall, at School Board's sole option, have one (1) of the following remedies as School Board's sole and exclusive remedy for such default: (i) to terminate this Agreement by giving a written notice of termination to City, whereupon, this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement; or (ii) to close on and take title to the City Property subject to the defect, exception, objection, inaccuracy, default, breach or failure giving rise to City's default; or (iii) to commence an action for specific performance against City to compel City to convey title to the City Property to School Board in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, City shall not be in default of this Agreement unless: (x) School Board shall have provided written notice of the alleged default to City; and (y) City shall have failed within a period of ten (10) days after receipt of such notice to commence the action necessary to cure said default within a reasonable period of time.

(b) If School Board shall default on any of the terms, covenants and/or conditions of this Agreement on the part of School Board to be performed, then City shall, at City's sole option, have one (1) of the following remedies as City's sole and exclusive remedy for such default: (i) to terminate this Agreement by giving a written notice of termination to School Board, whereupon, this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement; or (ii) to close on and take title to the School Board Property subject to the defect, exception, objection, inaccuracy, default, breach or failure giving rise to School Board's default; or (iii) to commence an action for specific performance against School Board to compel School Board to convey title to the School Board Property to City in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, School Board shall not be in default of this Agreement unless: (x) City shall have provided written notice of the alleged default to School Board; and (y) School Board shall have failed within a period of ten (10) days after receipt of such notice to commence the action necessary to cure said default within a reasonable period of time.

13. Notices. Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the Parties as hereinafter provided, by hand delivery; certified mail, return receipt requested, postage prepaid; by a nationally recognized overnight courier service; or by facsimile transmission. Any such notice shall be deemed given upon the earlier of receipt by the addressees if hand delivered (or attempted delivery if refused by the intended recipient thereof), on the next business day after deposit with a recognized overnight courier service, on the day given if sent by facsimile transmission provided that the party making such delivery receives an electronic confirmation setting forth the proper phone number receiving such facsimile transmission and that the entire transmission has been properly received by the addressee without communication error, or on the third (3rd) day following deposit thereof in the United States mail.

Notices to School Board shall be sent to The School Board of Palm Beach County, Florida, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services; Phone No. (561) 434-8083 and Fax No. (561) 434-8482; together with a copy sent to Attention: Chief Counsel; Phone No. (561) 434-8751 and Fax No. (561) 357-7647.

Notices to City shall be sent to The City of West Palm Beach, 200 2nd Street, West Palm Beach, Florida, 33401; Phone No. (561) 822-1435 and Fax No. (561) 822-1460, Attention: City Administrator, together with a copy to Attention: City Attorney Phone No. (561) 659-8017 and Fax No. (561) 659-8053.

The place to which any Party is entitled to receive any notice and the person(s) or attorney(s) designated to receive any notice on behalf of any Party may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands on behalf of their respective clients hereunder.

14. Broker. Each Party represents and warrants to the other Party that: (a) there are no real estate brokers, agents or finders involved with respect to this Agreement or the transactions contemplated herein; and (b) there are no brokerage fees, finders' fees or brokers' commissions due as a

result of their respective negotiation of this Agreement, the execution of this Agreement, or the Closing contemplated by this Agreement, by virtue of their respective acts, inactions, conduct or otherwise. Subject to the limitations set forth in paragraph 15(e) below, each Party shall indemnify, defend and hold the other Party harmless from and against any breach of their respective representations, warranties and agreements as set forth in this paragraph 14, including, without limitation, attorneys' fees and court costs through all trial, appellate and post judgment proceedings. The provisions of this paragraph 14 shall survive the Closing.

15. Miscellaneous:

(a) This Agreement shall be governed by and enforced and construed under the laws of the State of Florida. Venue for all actions shall be in Palm Beach County, Florida. The provisions of this paragraph 15(a) shall survive the Closing or any earlier termination of this Agreement.

(b) The Parties agree that this Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signatures of the Parties on copies of this Agreement or any amendments hereto transmitted by facsimile transmission shall be deemed originals for all purposes of this Agreement. The date this Agreement has been approved by the last of the Parties shall be deemed to be the "Effective Date". This Agreement contains the entire agreement between the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, are merged herein. This Agreement may be amended only by a written instrument executed by the Party against whom enforcement of the amendment is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, personal representatives, successors and/or assigns. The waiver of a default by a Party of any term, covenant, condition or default of this Agreement must be in writing signed by the Party waiving such term, covenant, condition or default, and any waiver given shall not be deemed to be a waiver of any other term, covenant, condition or default of this Agreement, or a waiver of the same term, covenant, condition or default on any subsequent occasion or in any subsequent instance.

(c) Time is of the essence with regard to this Agreement. If any date upon which, or by which, an action under this Agreement is required to have been performed or completed is a Saturday, Sunday or legal holiday recognized by the federal government, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by the federal government.

(d) Each Party acknowledges and agrees that it is acquiring the Property it is acquiring in an "AS IS" condition with and subject to all faults and defects, latent and patent, and specifically and expressly without any representations or warranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of the other Party, other than those representations and warranties specifically made in this Agreement and those contained in the Deed(s). The provisions of this paragraph 15(d) shall survive the Closing.

(e) Each Party acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 (the "Immunity Statute"), which Immunity Statute permits actions at law against the Parties to recover damages in tort for money damages up to the limits set forth in the Immunity Statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an Agent of either Party acting within the scope of such Agent's office or employment. Each Party covenants and agrees to be responsible for all such claims and damages, to the extent and limits provided in the Immunity Statute, arising from the actions and/or inactions of its Agents. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense either party may have under the Immunity Statute, nor as consent to be sued by third parties. The provisions of this paragraph 15(e) shall survive the Closing.

(f) Pursuant to Florida Statutes Section 404.056(6), the following disclosure is required by law. "Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in

Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

(g) City and School Board hereby voluntarily waive any right which either or both of them have or may have to receive a trial by jury with respect to any controversies or disputes which may arise out of this Agreement or which may in any way, directly or indirectly, be connected with the Properties. The provisions of this paragraph 15(g) shall survive Closing.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the dates set after their respective signatures.

CITY OF WEST PALM BEACH, FLORIDA,
a Florida municipal corporation

BY: _____
ITS: Lois J. Frankel, Mayor

Attest:
BY: _____

ITS: _____, City Clerk

City Commission Approval Date: _____

REVIEWED AND APPROVED AS TO LEGAL
FORM

City Attorney's Office

Date: _____

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

REVIEWED AND APPROVED AS TO LEGAL
FORM

Blair Lewis 11/8/06
School Board Attorney

Date:

BY _____
Chairman

BY _____
Arthur C. Johnson, Ph.D., Superintendent

Board Approval Date: _____

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF TRACTS "A", "B" AND "C", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID TRACT "B" A DISTANCE OF 725.37 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "B" AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,101.71 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 87°40'56" WEST; THENCE SOUTHERLY, ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'02", A DISTANCE OF 188.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 85°03'11" WEST, A DISTANCE OF 185.60 FEET; THENCE NORTH 88°58'42" WEST, A DISTANCE OF 353.32 FEET; THENCE SOUTH 73°57'01" WEST, A DISTANCE OF 70.03 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15' FEET TO A POINT ON THE WEST LINE OF SAID TRACT "B" AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 68°04'36" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°04'21", A DISTANCE OF 209.93 FEET TO THE POINT OF BEGINNING.

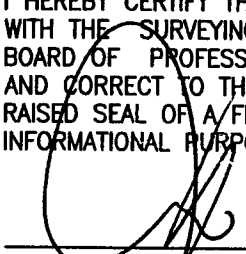
CONTAINING 2.782 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.


CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



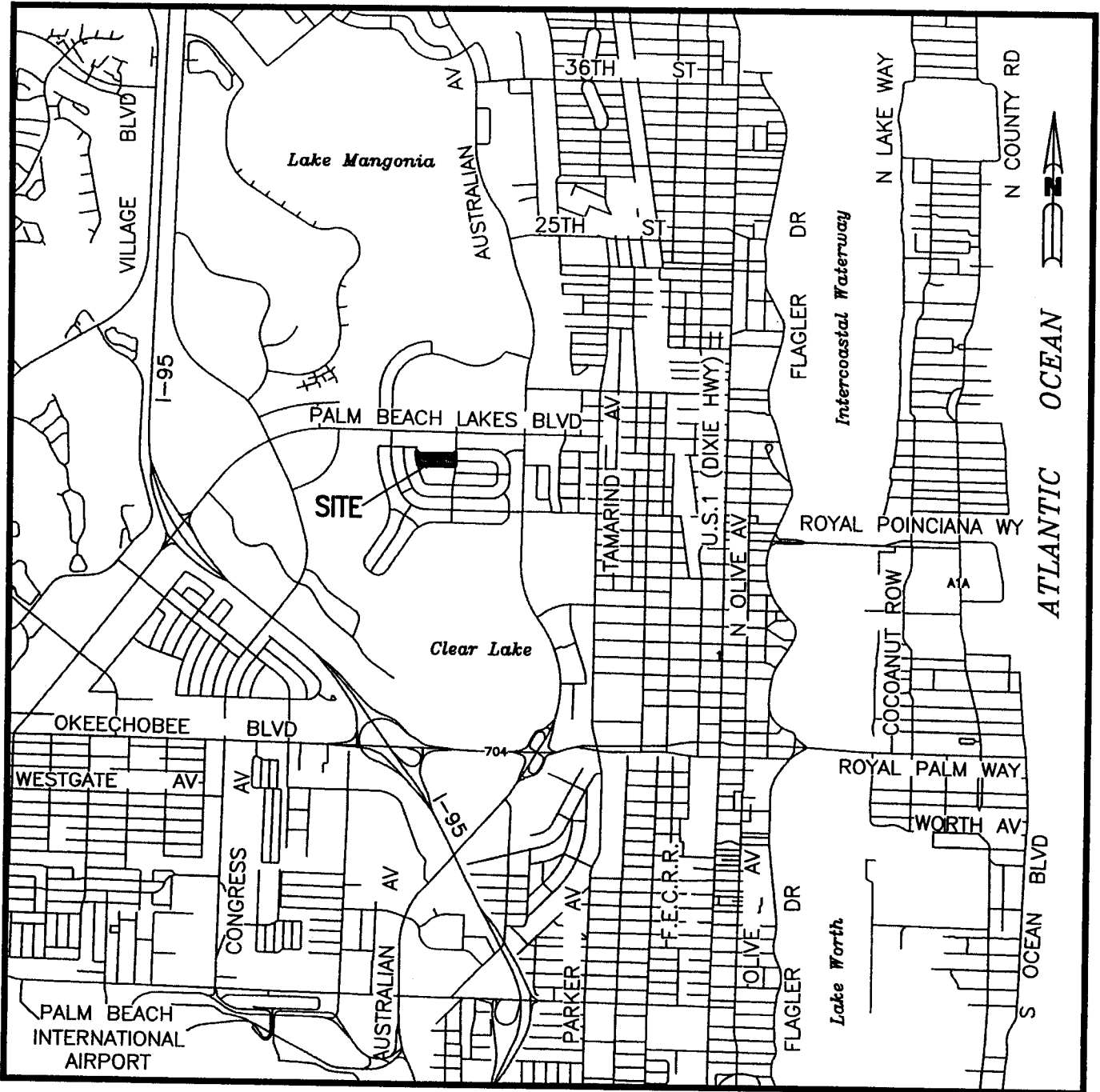
WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4190, STATE OF FLORIDA
DATE: 11/07/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

© 2006 ARCADIS G&M, INC.	 ARCADIS G&M, INC. 2081 Vista Parkway West Palm Beach, Florida 33411 Tel: (561) 697-7000 Fax: (561) 697-7751 www.arcadis-us.com	LB 7062	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY WFD
			SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ & JAF
					PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03
			SHEET 1 OF 5			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



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West Palm Beach, Florida 33411

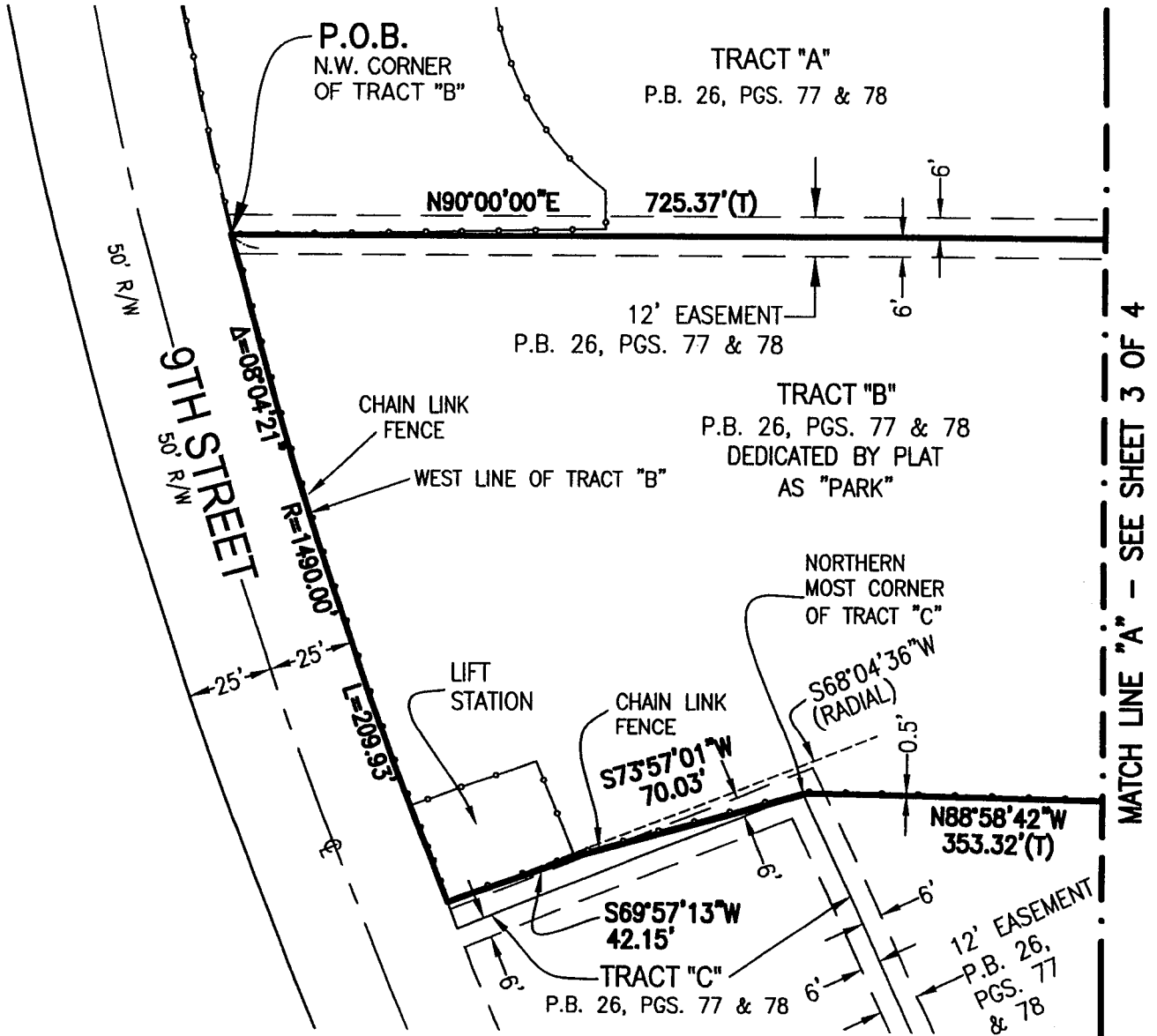
Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 2 OF 5		PROJECT NUMBER WPO01055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
SEE SHEET 5 OF 5



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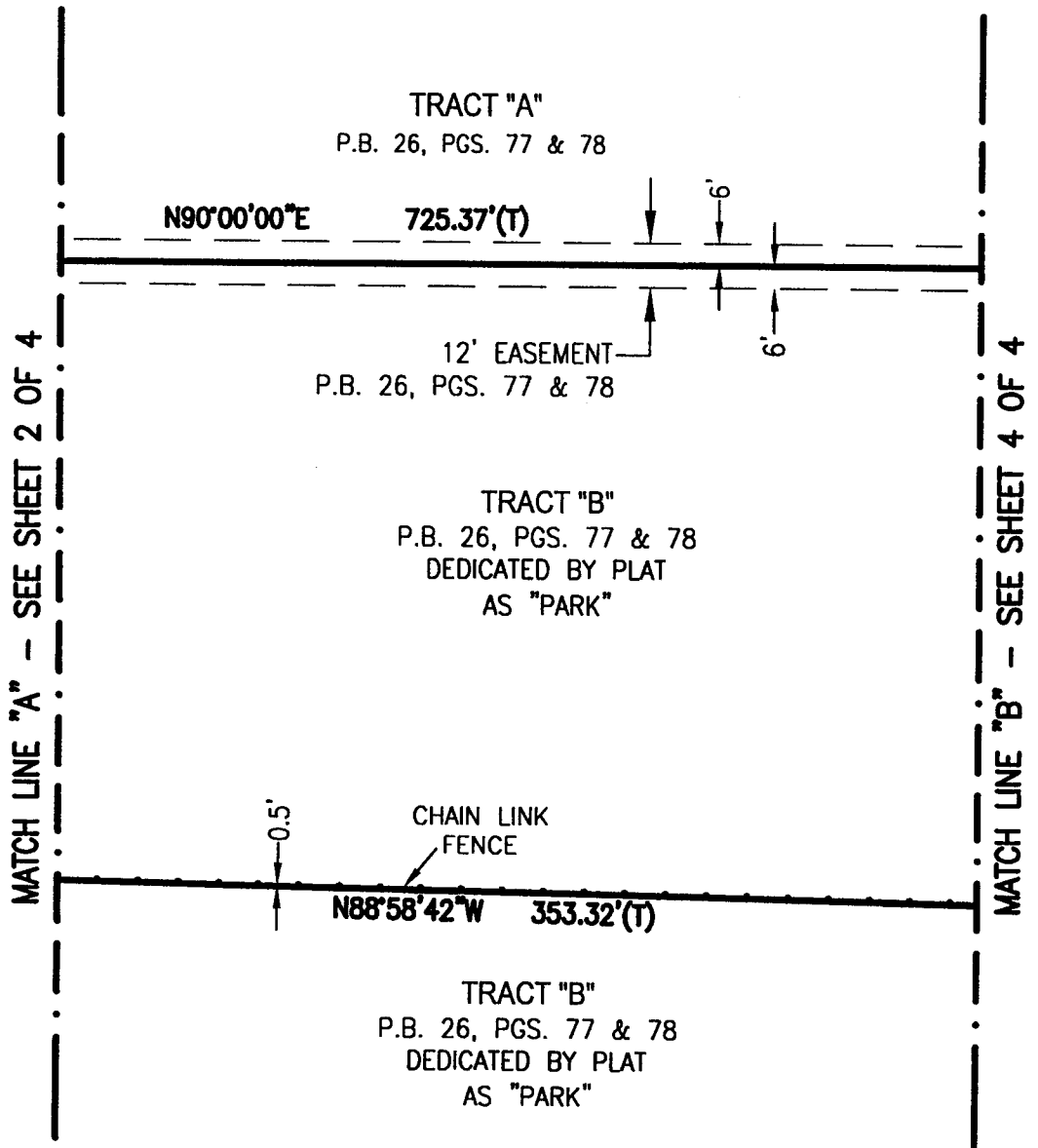
2081 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7062	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
	SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
	SHEET 3 OF 5		PROJECT NUMBER WPO01055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
SEE SHEET 5 OF 5



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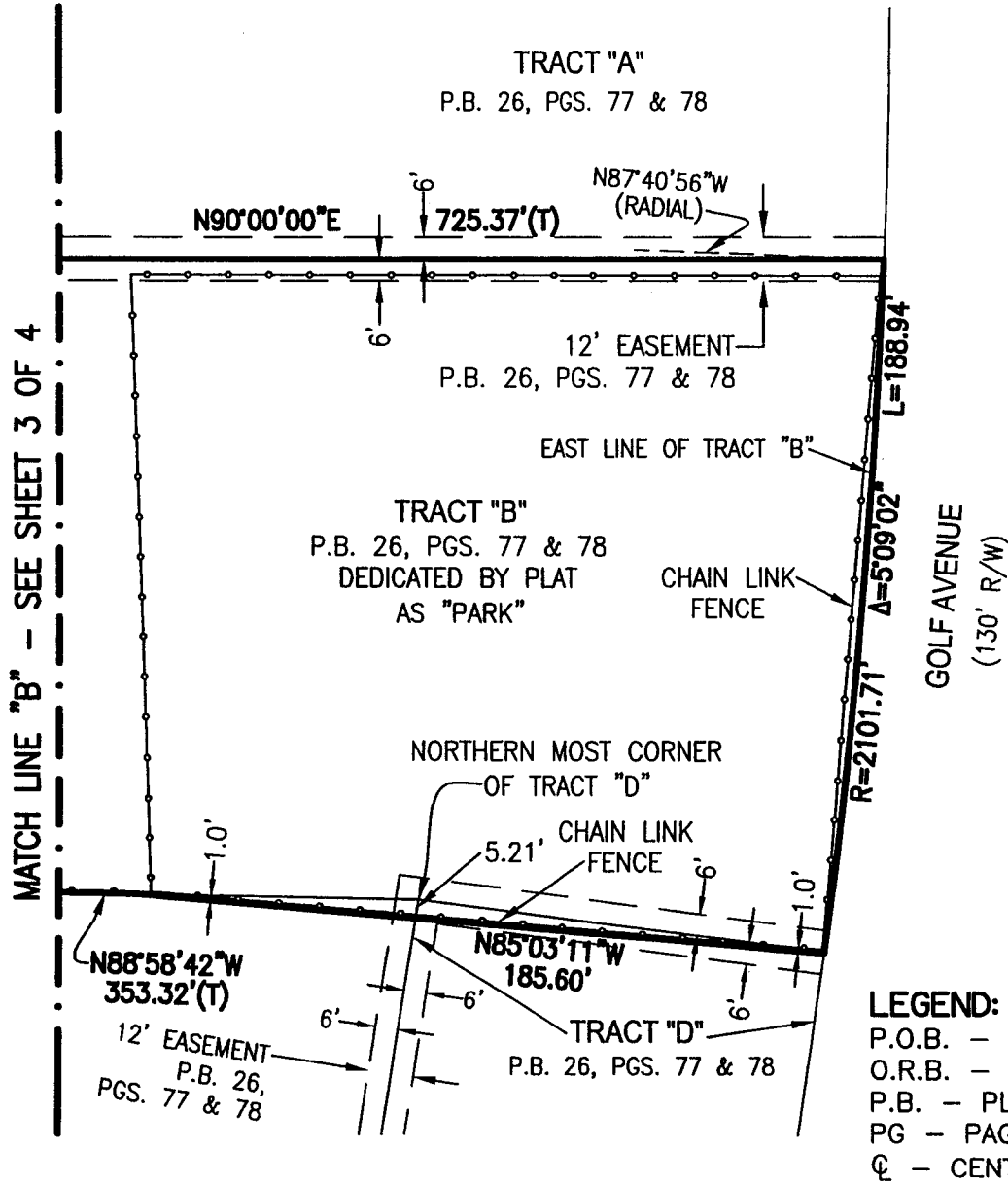
2081 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7082

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		PROJECT NUMBER WPO01055	DRAWING NUMBER 1055SD03
SHEET 4 OF 5			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!



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LB 7002	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
	SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
	SHEET 5 OF 5		PROJECT NUMBER WPO01055	DRAWING NUMBER 1055SD03

EXHIBIT "A"

Legal Description of Roosevelt Parcel

The following property in Palm Beach County, Florida:

Lots 139 and 140, Tamarind Park, West Palm Beach, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 18, Page 14.

EXHIBIT "B"
School Board Property

A parcel of land lying in Section 16, Township 43 South, Range 43 East, West Palm Beach, Florida, being part of "Not Included Parcel" (Deed Book 1075, Page 668 and Official Record Book 34, Page 269, Public Records of Palm Beach County, Florida) as shown on Sheet No. 2, Australian Park, as recorded in Plat Book 28, Pages 4, 5 and 6 of said Public Records, said parcel being more particularly described as follows:

Commencing at the intersection of the centerlines of 15th Street and North Australian Avenue; thence North 01°13'20" East (for convenience all bearings are relative to the centerline of 15th Street bearing South 88°46'40" East) along the centerline of North Australian Avenue, a distance of 75.00 feet. Thence South 88°46'40" East along a line radial to a curve to be described, a distance of 53.00 feet to a point on the east right of way line of said North Australian Avenue; said point being on the arc of a curve concave to the east having a radius of 2292.01 feet and a central angle of 07°31'16"; Thence northerly along the arc of said curve, a distance of 300.86 feet to the northwest corner of "Not Included Parcel" (Official Record Book 29, Page 260) as shown on said Sheet No. 2; said northwest corner being the Point of Beginning of the this description; Thence continue on the northerly extension of the same curve, being the east right of way line of North Australian Avenue, through a central angle of 05°28'26", a distance of 218.97 feet; Thence South 56°00'05" East for a distance of 81.15 feet; Thence South 05°08'44" West, a distance of 171.86 feet to a point on the north line of said "Not Included Parcel" (Official Record Book 29, Page 260); said north line being parallel with and 375 feet north of as measured at right angles to the centerline of 15th Street, Thence North 88°46'40" West along said north line, a distance of 95.45 feet to the east right of way line of said North Australian Avenue and the Point of Beginning.

Said land situate with the City of West Palm Beach, Palm Beach County, Florida.

This instrument prepared by (and after recording should be returned to):

EXHIBIT "C"

Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd., C-302
West Palm Beach, FL 33406

PCN:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this ____ day of _____, 2006, by THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "Grantor"), to and in favor of THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2006 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; (d) matters which would be disclosed by an accurate survey of the Property; and (e) a perpetual easement for the purposes of installing and maintaining utilities on, in, over and under the following described real property attached hereto and incorporated herein as Exhibit "B".

Said easement shall be used by Grantor for access to, and further for use by Grantor for the construction, operation and maintenance of a wastewater/sewage collection system, and/or the construction, operation and maintenance of a potable water distribution system and removal of the equipment, pipes, mains, pumps, lift stations and machinery from time to time placed on or under said easement, and to excavate ditches or trenches for the location and placement of such wastewater/sewage collection system, and/or such potable water distribution system as may be necessary for the construction, operation, and maintenance of such system or either system, and any lateral or necessary connection lines, pipes, or mains.

Said easement is for Grantor's exclusive use of the real property described on Exhibit "B" only for the purposes set forth herein. Grantor, its successors, and assigns, shall be responsible for maintaining all grass and all other plants and structures within the easement area without recourse to the Grantee.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

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

CITY OF WEST PALM BEACH, FLORIDA,
a Florida municipal corporation

BY: _____
ITS: Lois J. Frankel, Mayor

REVIEWED AND APPROVED AS TO LEGAL
FORM

City Attorney's Office

Date: _____

Attest:
BY: _____

ITS: _____, City Clerk

City Commission Approval Date: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lois J. Frankel, as the Mayor and _____ as the City Clerk, respectively, of The City of West Palm Beach, Florida, a Florida municipal corporation, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

My Commission Expires:

Notary Public

Print Name

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF TRACTS "A", "B" AND "C", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID TRACT "B" A DISTANCE OF 725.37 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "B" AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,101.71 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 87°40'56" WEST; THENCE SOUTHERLY, ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'02", A DISTANCE OF 188.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 85°03'11" WEST, A DISTANCE OF 185.60 FEET; THENCE NORTH 88°58'42" WEST, A DISTANCE OF 353.32 FEET; THENCE SOUTH 73°57'01" WEST, A DISTANCE OF 70.03 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15' FEET TO A POINT ON THE WEST LINE OF SAID TRACT "B" AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 68°04'36" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°04'21", A DISTANCE OF 209.93 FEET TO THE POINT OF BEGINNING.

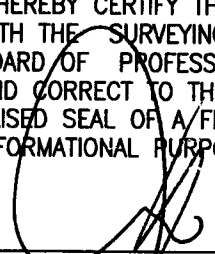
CONTAINING 2.782 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.


SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

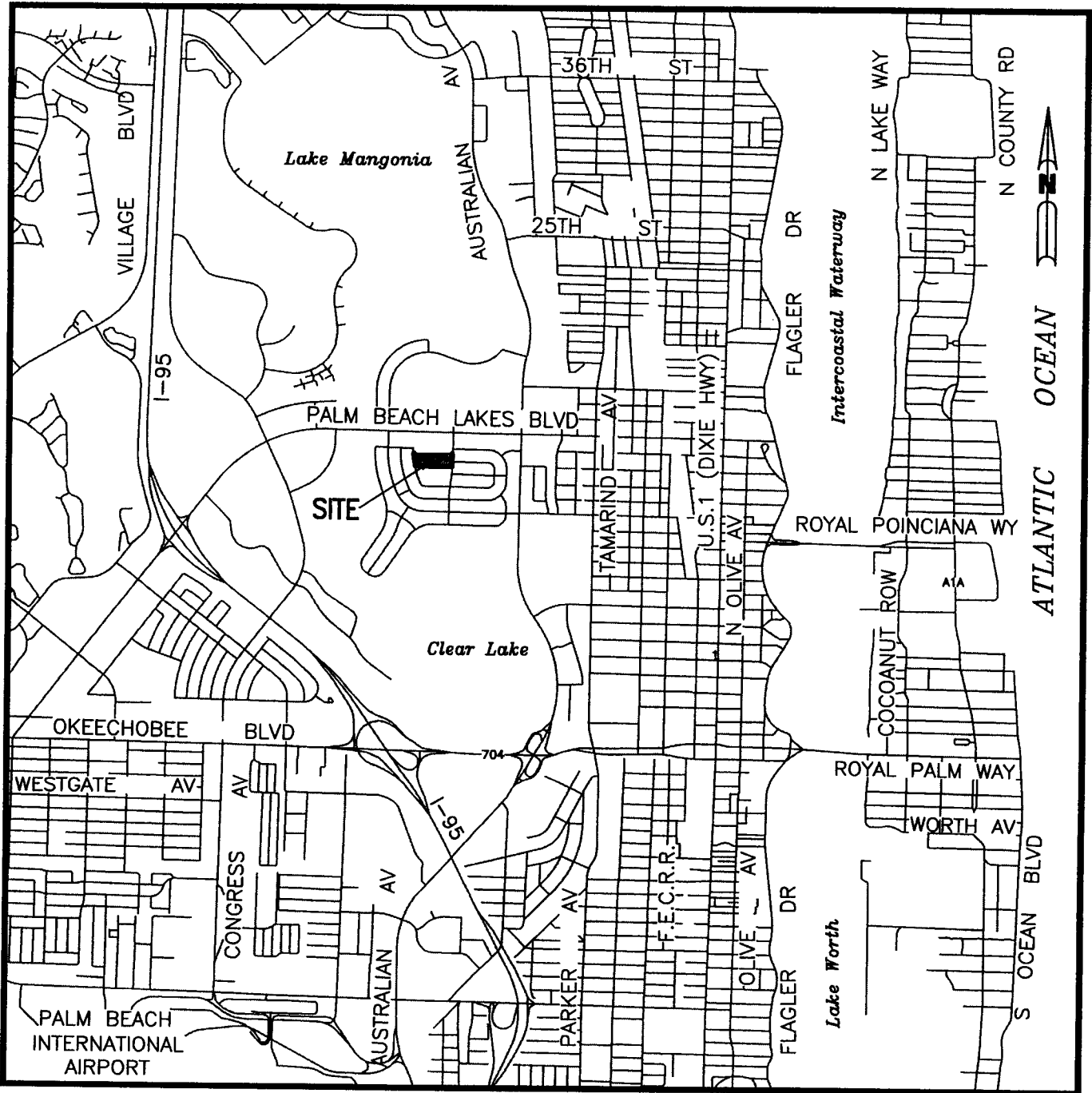

 WILBUR F. DIVINE
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 LICENSE NO. 4190, STATE OF FLORIDA
 DATE: 11/07/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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		SHEET TITLE			DATE: 11/1/06	DRAWN BY BEJ & JAF
					PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03
		SHEET 1 of 5				

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



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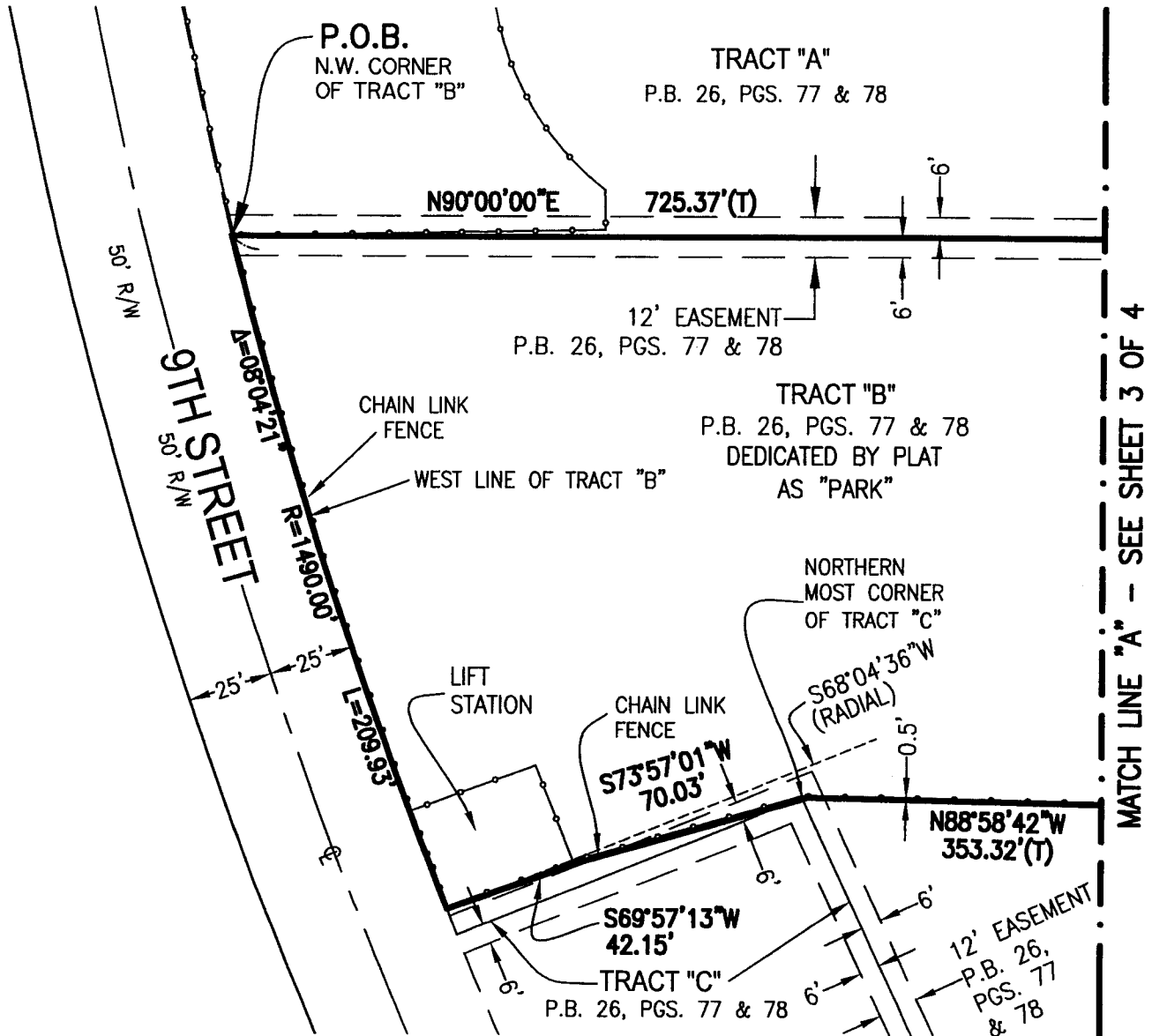
2081 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7062	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
	SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
			PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03
	SHEET 2 OF 5			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
SEE SHEET 5 OF 5



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LB 7062	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
	SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
	PROJECT NUMBER		PROJECT NUMBER	DRAWING NUMBER
	SHEET 3 OF 5		WP001055	1055SD03

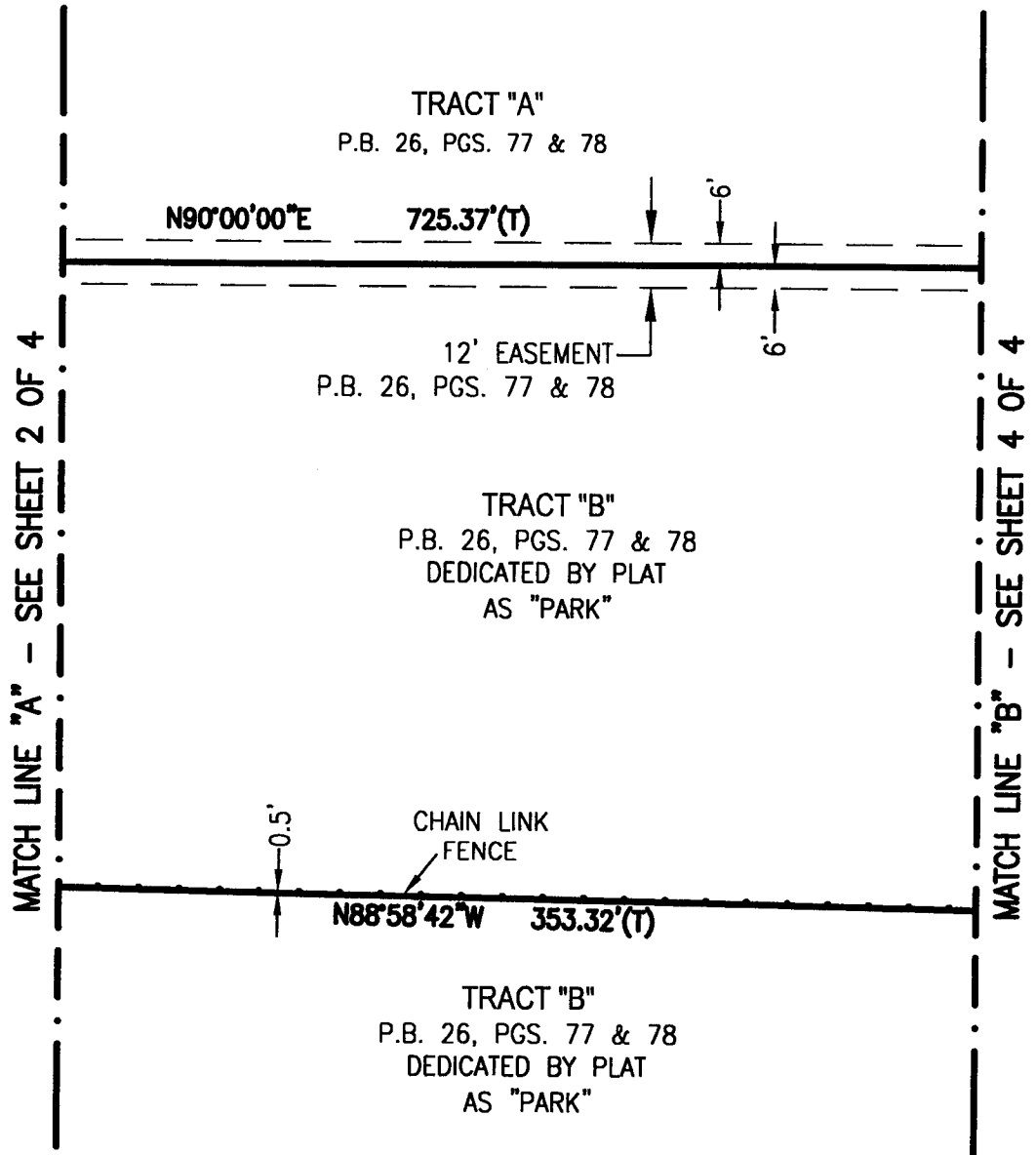
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:

SEE SHEET 5 OF 5



SCALE 1" = 100'



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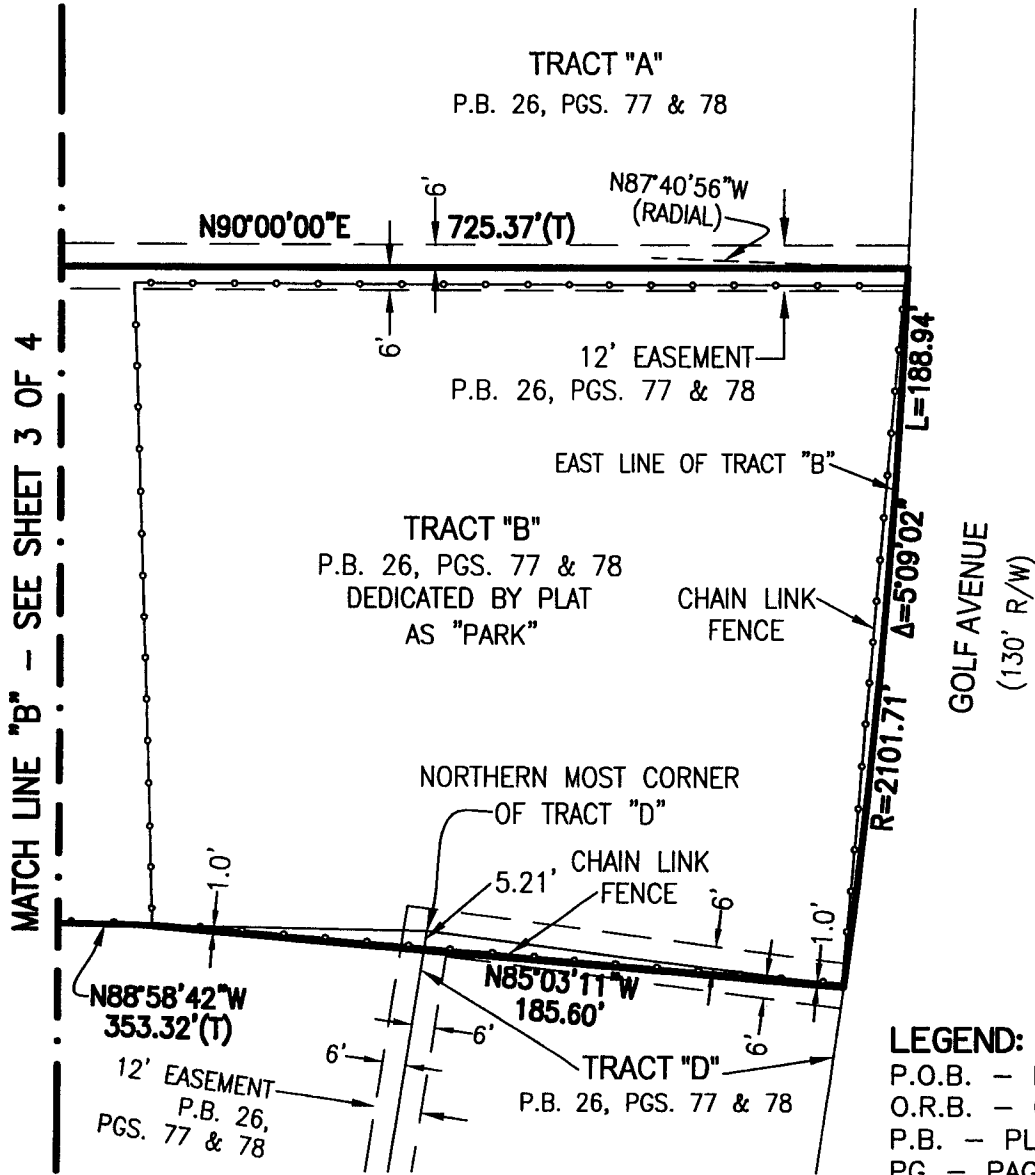
2081 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 4 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!



LEGEND:
P.O.B. — POINT OF BEGINNING
O.R.B. — OFFICIAL RECORDS BOOK
P.B. — PLAT BOOK
PG — PAGE
☉ — CENTERLINE

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LB 7082	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
	SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
	SHEET 5 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

Exhibit "B"

LEGAL DESCRIPTION:

THAT PORTION OF TRACT "B", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "B"; SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°12'58" EAST; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID TRACT "B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°46'51", A DISTANCE OF 176.34 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 70°01'30" EAST, A DISTANCE OF 41.88 FEET; THENCE SOUTH 21°39'56" EAST, A DISTANCE OF 33.54 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°08'37" EAST; THENCE NORTHERLY, ALONG SAID WEST LINE OF TRACT "B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'29", A DISTANCE OF 33.59 FEET TO THE POINT OF BEGINNING.

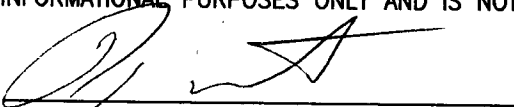
CONTAINING 1,412 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.


CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



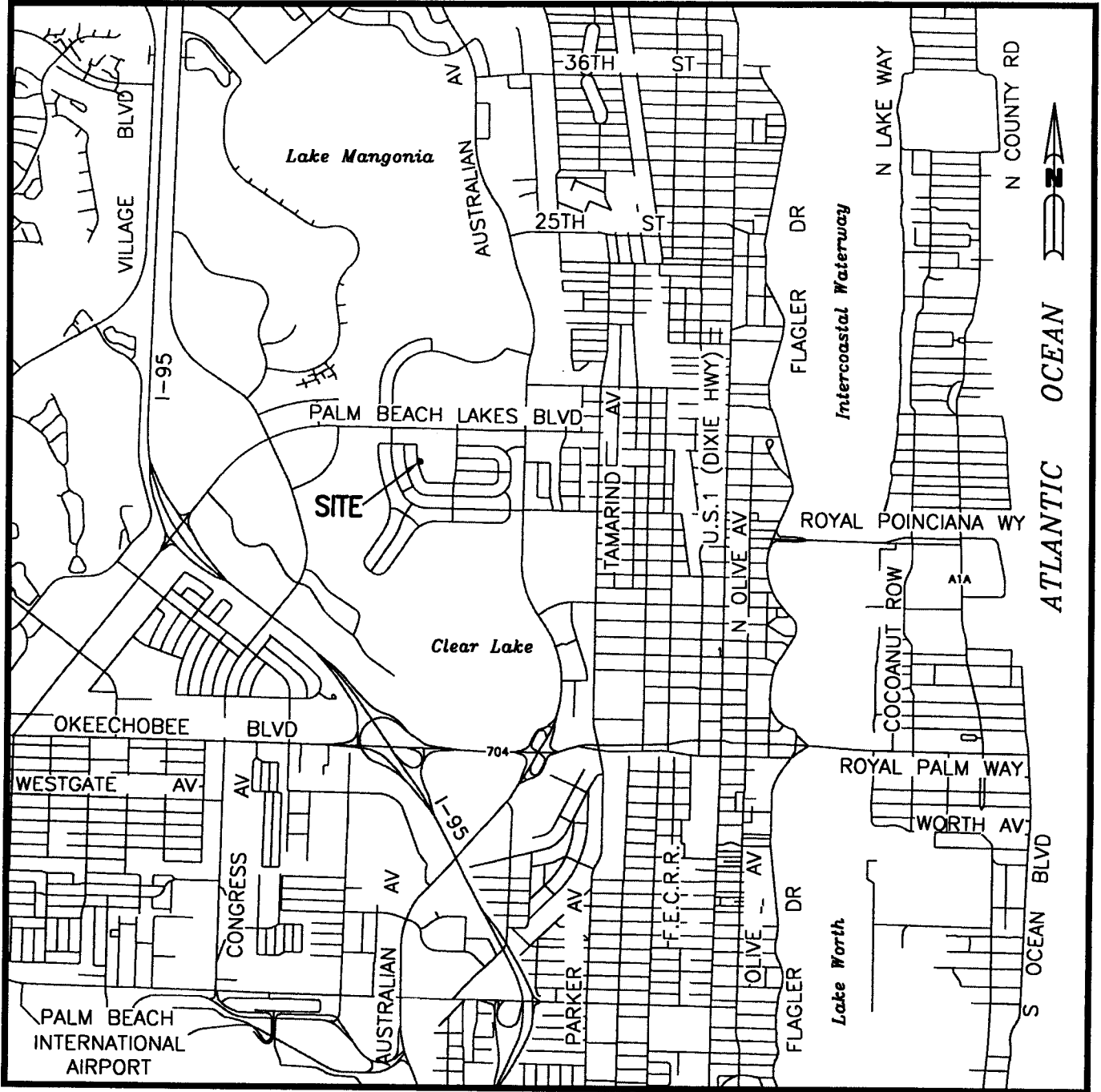
PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 10/24/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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		SHEET TITLE			DATE: 11/1/06	DRAWN BY BEJ	
					PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02	
		SHEET 1 OF 3					

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



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ARCADIS G&M, INC.

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West Palm Beach, Florida 33411

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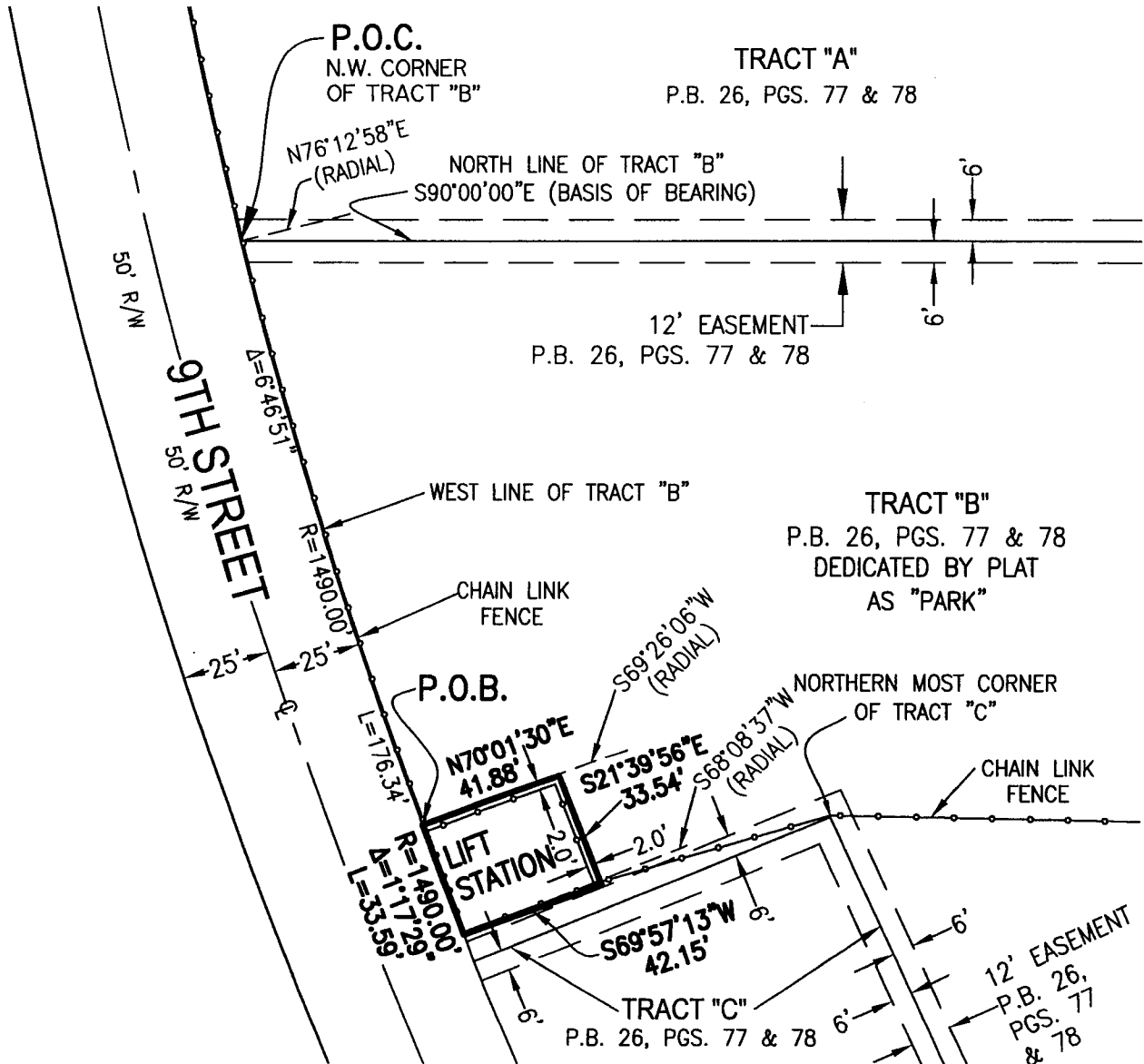
LB 7082

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02
SHEET 2 OF 3			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:

- P.O.B. - POINT OF BEGINNING
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PG - PAGE
- ☉ - CENTERLINE



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LB 7062

PROJECT MANAGER
PCW

DEPARTMENT MANAGER
PCW

SCALE:
1" = 100'

CHECKED BY
PCW

SHEET TITLE

DATE:
11/1/06

DRAWN BY
BEJ

PROJECT NUMBER

DRAWING NUMBER

WPO01055

1055SD02

SHEET 3 OF 3

EXHIBIT "D"

This instrument prepared by (and after recording should be returned to):

Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd., C-302
West Palm Beach, FL 33406

PCN:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this ____ day of _____, 2006, by THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "Grantor"), to and in favor of THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2006 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

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TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

[signature follows on next page]

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

CITY OF WEST PALM BEACH, FLORIDA,
a Florida municipal corporation

BY: _____
ITS: Lois J. Frankel, Mayor

REVIEWED AND APPROVED AS TO LEGAL
FORM

City Attorney's Office

Date: _____

Attest:
BY: _____

ITS: _____, City Clerk

City Commission Approval Date: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lois J. Frankel, as the Mayor and _____ as the City Clerk, respectively, of The City of West Palm Beach, Florida, a Florida municipal corporation, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

My Commission Expires:

Notary Public

Print Name

EXHIBIT "A"

Legal Description of Roosevelt Parcel

The following property in Palm Beach County, Florida:

Lots 139 and 140, Tamarind Park, West Palm Beach, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 18, Page 14.



This instrument prepared by (and after recording should be returned to):

EXHIBIT "E"

Hal Bradford, Esq.
City Attorney's Office
200 2nd Street
West Palm Beach, FL 33401

PCN:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this _____ day of _____, 2006, by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services (the "Grantor"), to and in favor of THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2006 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

[signature follows on next page]

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

Signed and delivered
in the presence of:

GRANTOR:

ATTEST:

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate body politic

By: _____
Arthur C. Johnson, Superintendent

By: _____
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
School Board Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Thomas E. Lynch and Arthur C. Johnson, as the Chairman and Superintendent, respectively, of The School Board of Palm Beach County, Florida, a corporate body politic, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

My Commission Expires:

Notary Public

Print Name

EXHIBIT "A"

Legal Description of School Board Property

A parcel of land lying in Section 16, Township 43 South, Range 43 East, West Palm Beach, Florida, being part of "Not Included Parcel" (Deed Book 1075, Page 668 and Official Record Book 34, Page 269, Public Records of Palm Beach County, Florida) as shown on Sheet No. 2, Australian Park, as recorded in Plat Book 28, Pages 4, 5 and 6 of said Public Records, said parcel being more particularly described as follows:

Commencing at the intersection of the centerlines of 15th Street and North Australian Avenue; thence North 01°13'20" East (for convenience all bearings are relative to the centerline of 15th Street bearing South 88°46'40" East) along the centerline of North Australian Avenue, a distance of 75.00 feet. Thence South 88°46'40" East along a line radial to a curve to be described, a distance of 53.00 feet to a point on the east right of way line of said North Australian Avenue; said point being on the arc of a curve concave to the east having a radius of 2292.01 feet and a central angle of 07°31'16"; Thence northerly along the arc of said curve, a distance of 300.86 feet to the northwest corner of "Not Included Parcel" (Official Record Book 29, Page 260) as shown on said Sheet No. 2; said northwest corner being the Point of Beginning of the this description; Thence continue on the northerly extension of the same curve, being the east right of way line of North Australian Avenue, through a central angle of 05°28'26", a distance of 218.97 feet; Thence South 56°00'05" East for a distance of 81.15 feet; Thence South 05°08'44" West, a distance of 171.86 feet to a point on the north line of said "Not Included Parcel" (Official Record Book 29, Page 260); said north line being parallel with and 375 feet north of as measured at right angles to the centerline of 15th Street, Thence North 88°46'40" West along said north line, a distance of 95.45 feet to the east right of way line of said North Australian Avenue and the Point of Beginning.

Said land situate with the City of West Palm Beach, Palm Beach County, Florida.

**INTERLOCAL AGREEMENT
BETWEEN THE
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE
CITY OF WEST PALM BEACH, FLORIDA**

This is an Interlocal Agreement between the School Board of Palm Beach County, Florida (the "School Board"), and the City of West Palm Beach, Florida (the "City") for use of park property adjacent to Westward Elementary School. This agreement is effective upon execution by the parties hereto and can be executed in counterparts.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City and School Board recognize the benefits to be derived by maximizing the utility of certain facilities; and

WHEREAS, the City, a political subdivision of the State of Florida, owns certain real property designated as a park on the Replat of Part of Roosevelt Estates recorded in Plat Book 26, Page 77, Public Records of Palm Beach County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Park").

WHEREAS, the School Board, a corporate body politic pursuant to the Constitution of the State of Florida, owns and operates Westward Elementary School (the "School") which is located on certain real property known as 1101 Golf Avenue, West Palm Beach, Florida ("School Property").

WHEREAS, there is insufficient space on the School Property for stormwater retention required for the modernization of the School; and

WHEREAS, the City has agreed to convey the Park to the School Board for stormwater retention provided the School Board agrees to make the playfield and playcourts on the School Property available for use by the public when not in use by the school; and

WHEREAS, the City's conveyance of the Park to the School Board shall reserve a perpetual easement for the operation, maintenance, replacement and repair of a sanitary sewer lift station located in the southwest corner of the Park more particularly described in Exhibit "B" attached hereto and made a part hereof ("Lift Station Parcel").

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

Article I: General

1.01 The recitals set forth above are true and correct and are hereby made a part of this Agreement.

Article II: Obligations of the School Board

2.01 The School Board shall construct as a part of the School modernization project, at its sole cost and expense, one grass playfield with a softball type backstop, one elementary playcourt with 10 foot high basketball goals, and one elementary playcourt with 8 foot high basketball goals and miscellaneous elementary school game striping generally depicted on the Site Plans attached hereto as Exhibit "C" (the playfield and playcourts are hereinafter referred to as the "School Recreation Areas").

2.02 The School Board shall, at its sole cost and expense, maintain the School Recreation Areas and all improvements constructed thereon in a good and safe condition and provide all maintenance and repair to same throughout the term of this Agreement.

2.03 The School Board shall provide public access to the School Recreation Areas during times that the School is not in session or the School Recreation Areas are otherwise being used for activities that are mutually exclusive with public use. No public access or use of any of the School facilities other than those within the School Recreation Areas is granted under this Agreement. Use by the public shall be subject and subordinate to:

1. School Board activities and programs or School Board Facility lease agreements;
2. City of West Palm Beach activities and programs pursuant to the Interlocal Agreement entered into by the School Board and City dated September 12, 1994 ("September 12, 1994 ILA"); and
3. Palm Beach County activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County dated October 15, 2003;

Article III: Obligations of the City

3.01 The City shall, at its sole cost and expense, operate, maintain, replace and repair the sanitary sewer lift station facilities located on the Lift Station Parcel.

3.02 The City shall not provide public access to the Lift Station Parcel.

3.03 Authorize the School Board to prohibit all public access to the Park so that the School Board can construct a stormwater management system thereon.

Article IV: Term

4.01 The term of this Agreement shall be perpetual.

Article V: Miscellaneous

5.01 The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties acknowledge that the foregoing shall not constitute a waiver of sovereign immunity, nor a waiver of any defense the either party may have under such statute, nor as consent to be sued by third parties.

5.02 Any notices under this agreement shall be faxed and sent by overnight delivery to the following persons and addresses:

School Board: Chief Operating Officer
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Phone) (561) 357-7573
(Fax) (561) 357-7585

IN WITNESS WHEREOF, this Agreement has been executed by the parties herein on the day and year first above written.

**CITY OF WEST PALM BEACH,
FLORIDA**

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

By: _____
Lois Frankel, Mayor

By: _____
Chairman

ATTEST:

ATTEST:

City Clerk

Arthur C. Johnson, Ph.D.
Superintendent of Schools

Date: _____

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

City Attorney

Blair _____ 11/8/06
School Board Attorney

City: City Administrator
City of West Palm Beach
200 Second Street
West Palm Beach, FL 33401
(Phone) (561) 822-1400
(Fax) (561) 822-1424

5.03 In the event an issue arises which cannot be resolved between the School's Principal and the City's Parks and Recreation Director regarding the public access to the Park, the dispute shall be referred to the Board's Chief Operating Officer and the City Administrator who shall both make a good faith effort to resolve the dispute.

5.04 The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to seek damages, if any.

5.05 This Agreement shall be construed by and governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Palm Beach County.

5.06 The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

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

5.08 In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

5.09 This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement shall not replace or supersede the September 12, 1994 ILA between the parties, except with respect to permitting unsupervised public use of the School Recreation Areas as set forth in Section 2.03 hereof. All other terms, conditions and provisions of the September 12, 1994 ILA shall remain in full force and effect.

5.10 Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

5.11 Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

5.12 No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

5.13 Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

5.14 A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

5.15 This Agreement shall become effective when signed by the both the parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County.

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF TRACTS "A", "B" AND "C", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID TRACT "B" A DISTANCE OF 725.37 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "B" AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,101.71 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 87°40'56" WEST; THENCE SOUTHERLY, ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'02", A DISTANCE OF 188.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 85°03'11" WEST, A DISTANCE OF 185.60 FEET; THENCE NORTH 88°58'42" WEST, A DISTANCE OF 353.32 FEET; THENCE SOUTH 73°57'01" WEST, A DISTANCE OF 70.03 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15' FEET TO A POINT ON THE WEST LINE OF SAID TRACT "B" AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 68°04'36" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°04'21", A DISTANCE OF 209.93 FEET TO THE POINT OF BEGINNING.

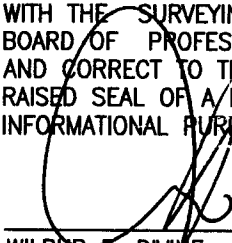
CONTAINING 2.782 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.


CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



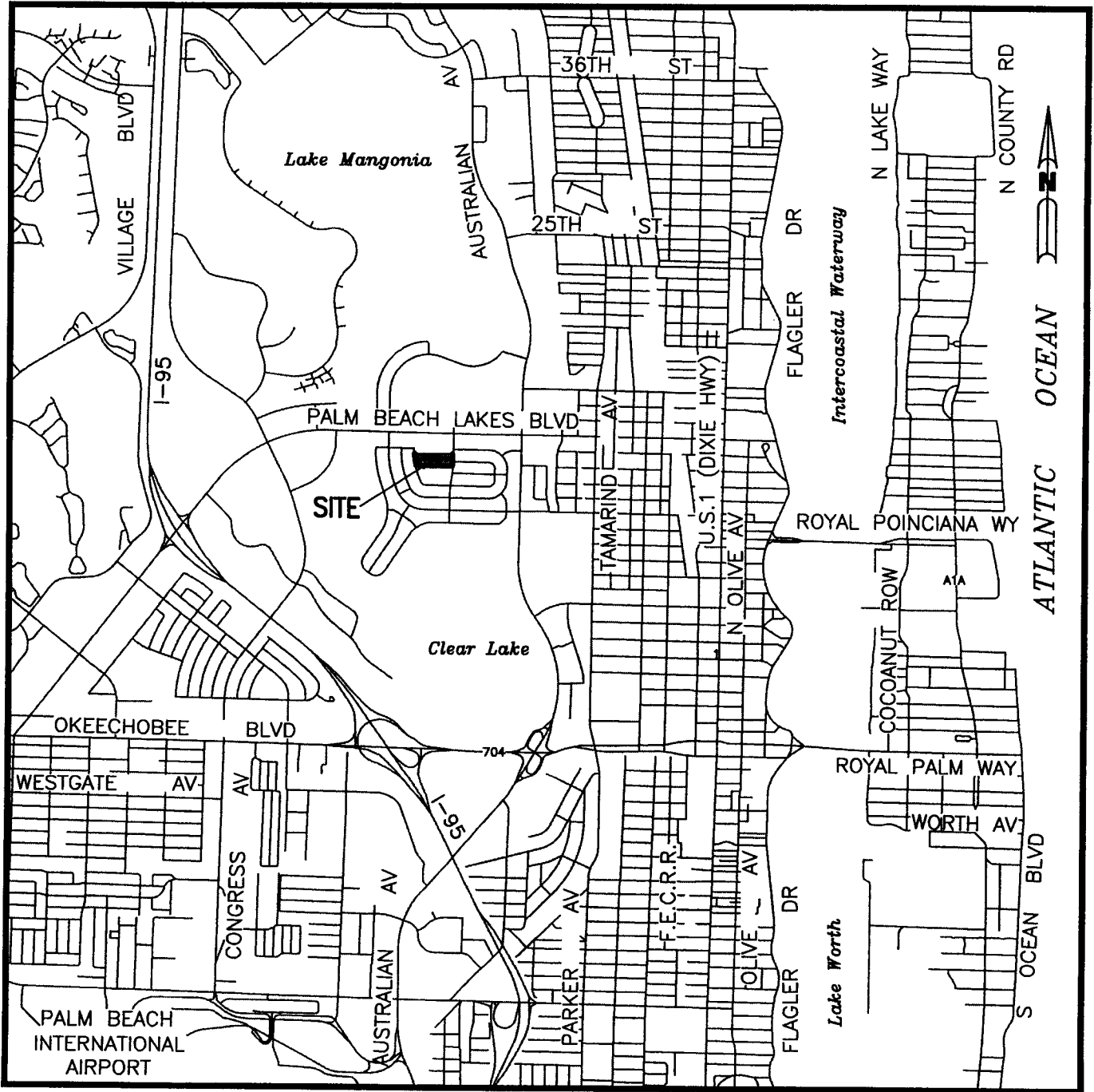
WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4190, STATE OF FLORIDA
DATE: 11/07/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

© 2006 ARCADIS G&M, INC.	 ARCADIS G&M, INC. 2081 Vista Parkway West Palm Beach, Florida 33411 Tel: (561) 697-7000 Fax: (561) 697-7751 www.arcadis-us.com	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY WFD
		SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ & JAF
				PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03
		SHEET 1 OF 5			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



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2081 Vista Parkway
West Palm Beach, Florida 33411

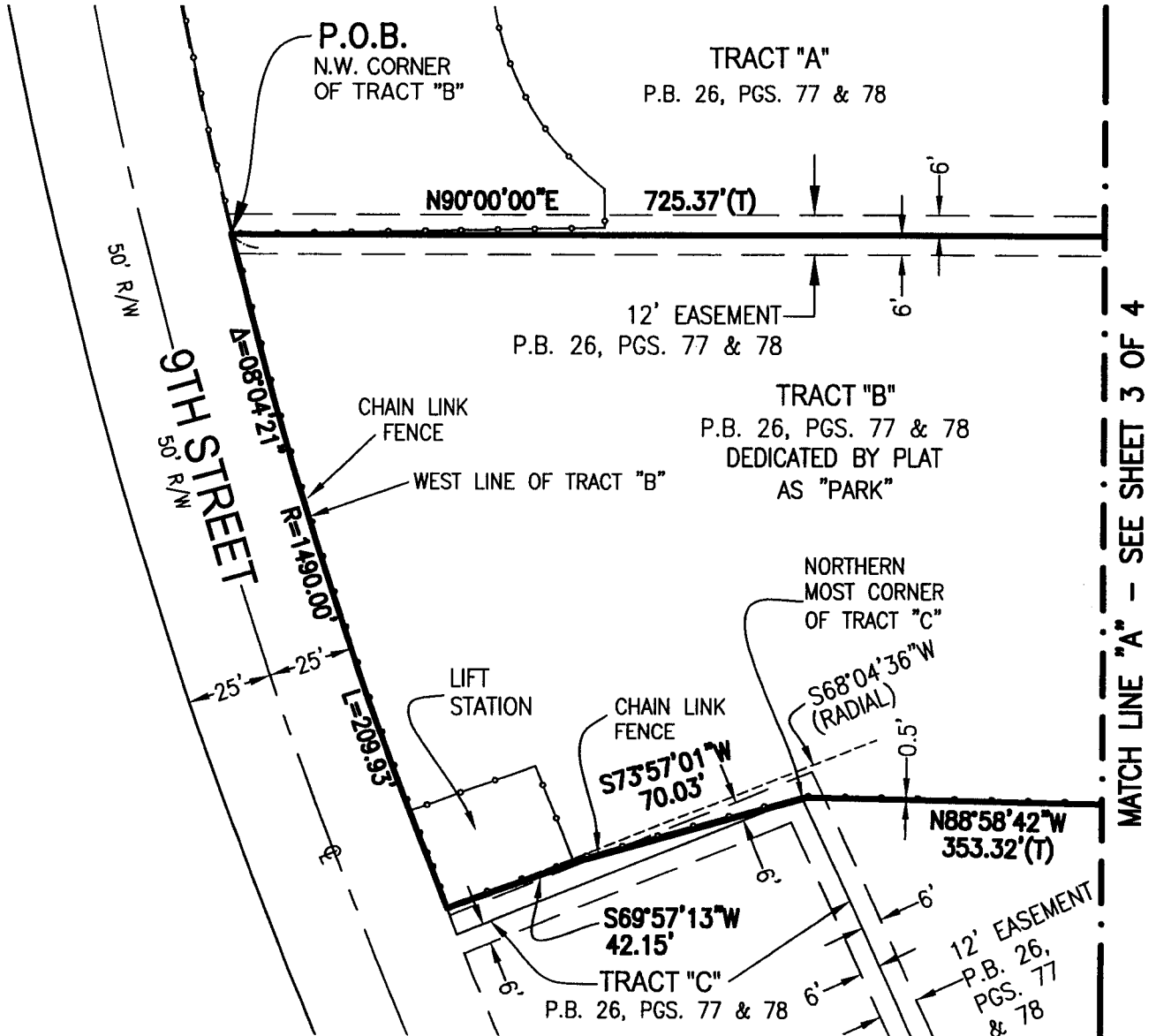
Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 2 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
SEE SHEET 5 OF 5



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2081 Vista Parkway
West Palm Beach, Florida 33411

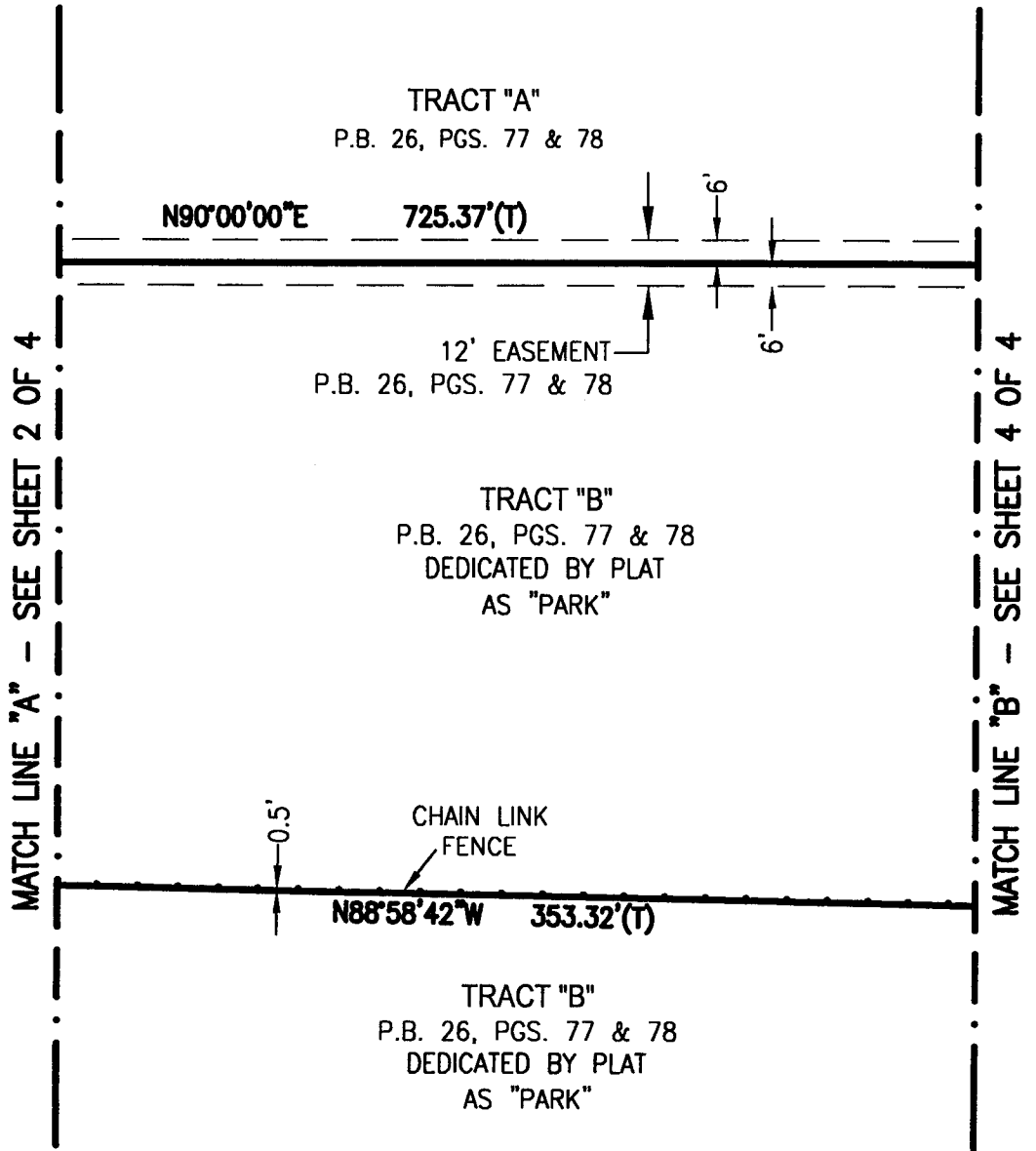
Tel: (561) 697-7000 Fax: (561) 697-7751
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LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 3 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
SEE SHEET 5 OF 5



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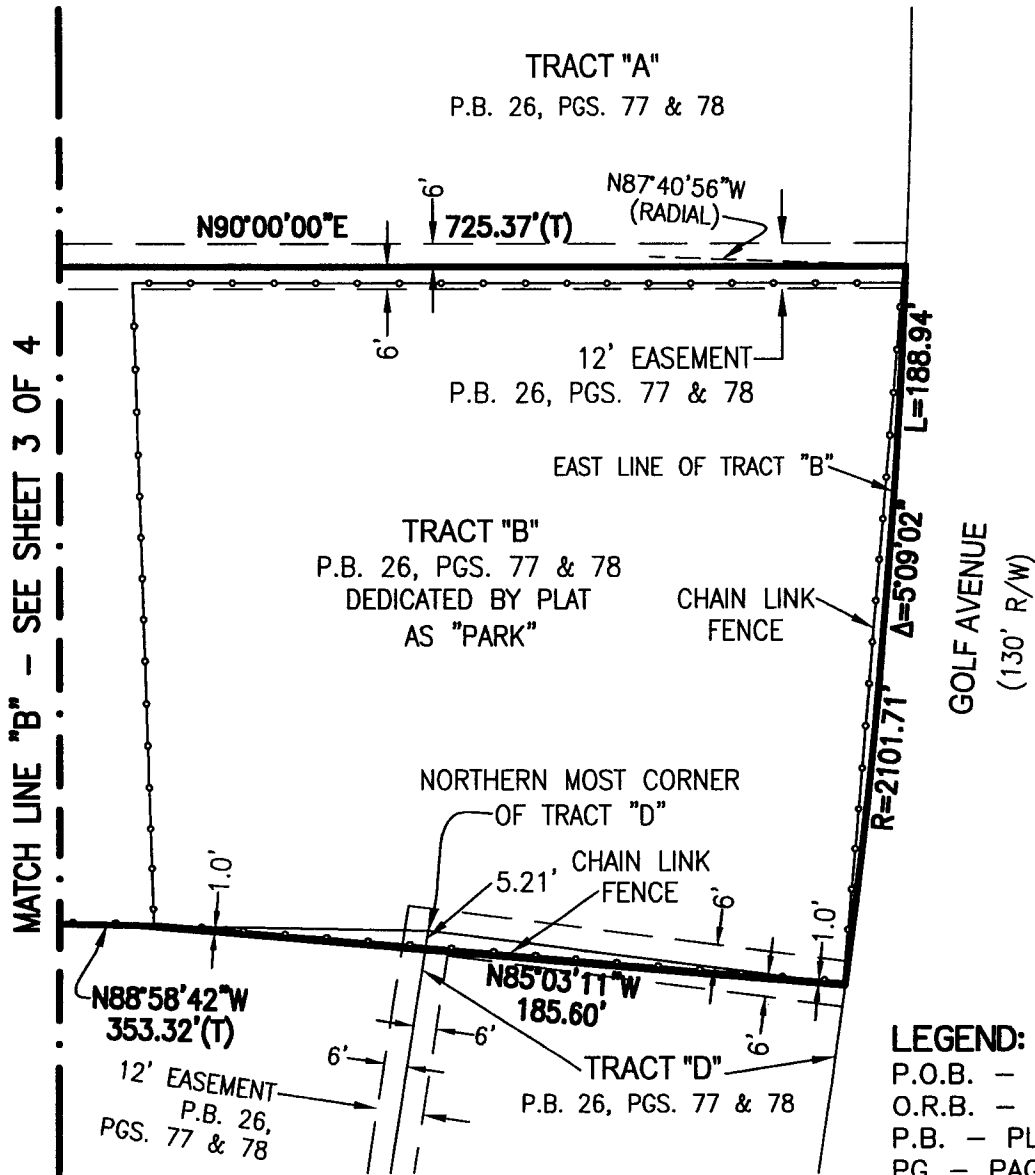
2081 Vista Parkway
West Palm Beach, Florida 33411


Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03
SHEET 4 OF 5			

SKETCH TO ACCOMPANY DESCRIPTION.
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		SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		SHEET 5 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

Exhibit "B"

LEGAL DESCRIPTION:

THAT PORTION OF TRACT "B", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "B"; SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°12'58" EAST; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID TRACT "B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°46'51", A DISTANCE OF 176.34 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 70°01'30" EAST, A DISTANCE OF 41.88 FEET; THENCE SOUTH 21°39'56" EAST, A DISTANCE OF 33.54 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°08'37" EAST; THENCE NORTHERLY, ALONG SAID WEST LINE OF TRACT "B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'29", A DISTANCE OF 33.59 FEET TO THE POINT OF BEGINNING.

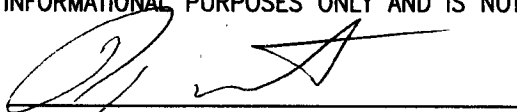
CONTAINING 1,412 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.


CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



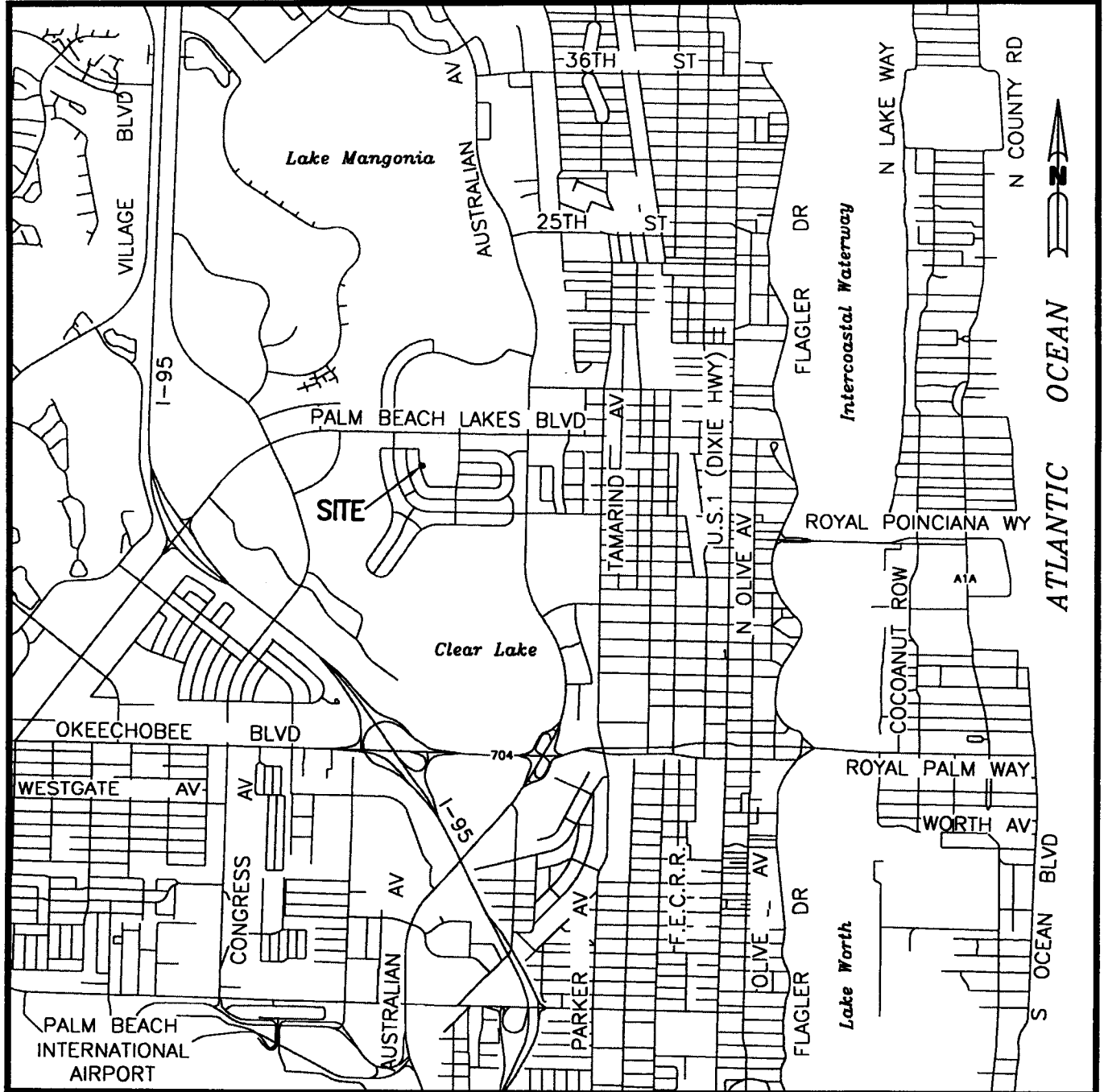
PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 10/24/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

© 2006 ARCADIS G&M, INC.	 ARCADIS G&M, INC. 2081 Vista Parkway West Palm Beach, Florida 33411 Tel: (561) 697-7000 Fax: (561) 697-7751 www.arcadis-us.com	LB 7062	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
		SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ	
		SHEET 1 OF 3		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02	

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



ATLANTIC OCEAN

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ARCADIS G&M, INC.

2081 Vista Parkway
West Palm Beach, Florida 33411

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www.arcadis-us.com

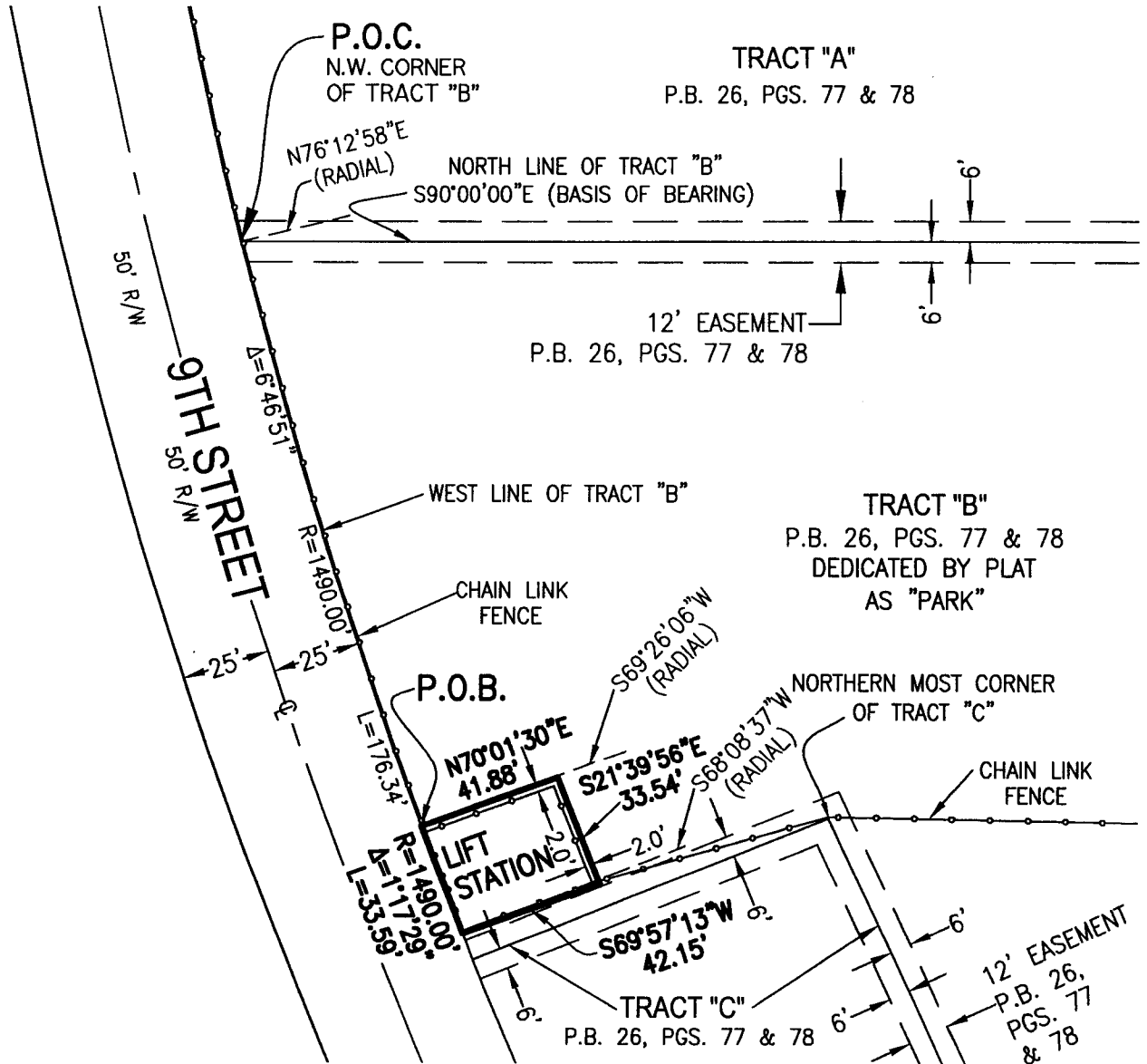
LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02
SHEET 2 of 3			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:

- P.O.B. - POINT OF BEGINNING
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PG - PAGE
- ☉ - CENTERLINE



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		SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		PROJECT NUMBER WP001055		DRAWING NUMBER 1055SD02	
		SHEET 3 OF 3			

EXHIBIT "C" PAGE 1

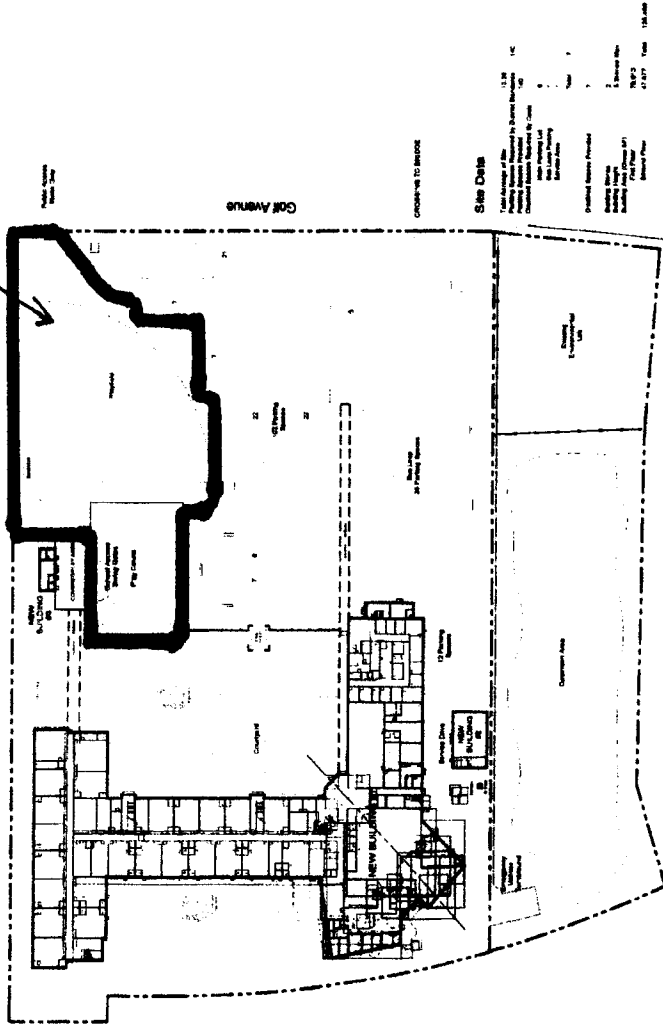
NIDA

WESTWARD ELEMENTARY SCHOOL
 REORGANIZATION
 SOFBC PM 0261-780

PHASE 2
 SITE PLAN

SP-2

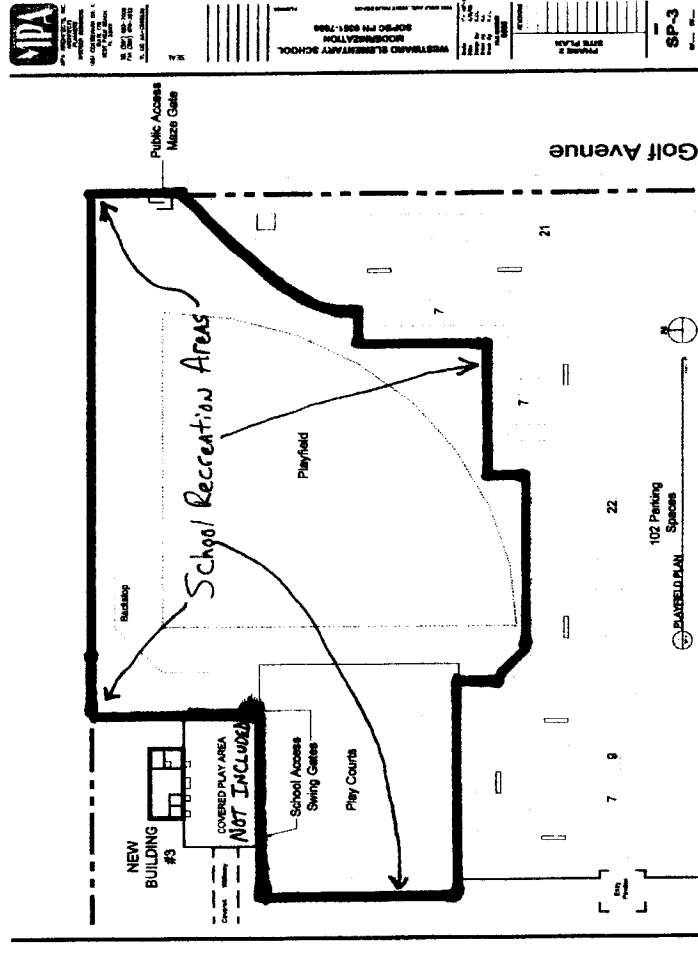
School Recreation Areas



PHASE 1 DOCUMENTS
 PRELIMINARY
 NOT FOR CONSTRUCTION

PHASE 2 SITE PLAN

EXHIBIT "C" PAGE 2



This instrument prepared by (and after recording should be returned to):

Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd., C-302
West Palm Beach, FL 33406

PCN:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this ____ day of _____, 2006, by THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "Grantor"), to and in favor of THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2006 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

[signature follows on next page]

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

CITY OF WEST PALM BEACH, FLORIDA,
a Florida municipal corporation

BY: _____
ITS: Lois J. Frankel, Mayor

REVIEWED AND APPROVED AS TO LEGAL
FORM

City Attorney's Office

Date: _____

Attest:
BY: _____

ITS: _____, City Clerk

City Commission Approval Date: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lois J. Frankel, as the Mayor and _____ as the City Clerk, respectively, of The City of West Palm Beach, Florida, a Florida municipal corporation, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

My Commission Expires:

Notary Public

Print Name

EXHIBIT "A"

Legal Description of Roosevelt Parcel

The following property in Palm Beach County, Florida:

Lots 139 and 140, Tamarind Park, West Palm Beach, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 18, Page 14.

This instrument prepared by (and after recording should be returned to):

Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd., C-302
West Palm Beach, FL 33406

PCN:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this ____ day of _____, 2006, by THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "Grantor"), to and in favor of THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2006 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; (d) matters which would be disclosed by an accurate survey of the Property; and (e) a perpetual easement for the purposes of installing and maintaining utilities on, in, over and under the following described real property attached hereto and incorporated herein as Exhibit "B".

Said easement shall be used by Grantor for access to, and further for use by Grantor for the construction, operation and maintenance of a wastewater/sewage collection system, and/or the construction, operation and maintenance of a potable water distribution system and removal of the equipment, pipes, mains, pumps, lift stations and machinery from time to time placed on or under said easement, and to excavate ditches or trenches for the location and placement of such wastewater/sewage collection system, and/or such potable water distribution system as may be necessary for the construction, operation, and maintenance of such system or either system, and any lateral or necessary connection lines, pipes, or mains.

Said easement is for Grantor's exclusive use of the real property described on Exhibit "B" only for the purposes set forth herein. Grantor, its successors, and assigns, shall be responsible for maintaining all grass and all other plants and structures within the easement area without recourse to the Grantee.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

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

CITY OF WEST PALM BEACH, FLORIDA,
a Florida municipal corporation

BY: _____
ITS: Lois J. Frankel, Mayor

REVIEWED AND APPROVED AS TO LEGAL
FORM

City Attorney's Office

Date: _____

Attest:
BY: _____

ITS: _____, City Clerk

City Commission Approval Date: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lois J. Frankel, as the Mayor and _____ as the City Clerk, respectively, of The City of West Palm Beach, Florida, a Florida municipal corporation, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

My Commission Expires:

Notary Public

Print Name

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF TRACTS "A", "B" AND "C", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID TRACT "B" A DISTANCE OF 725.37 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "B" AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,101.71 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 87°40'56" WEST; THENCE SOUTHERLY, ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'02", A DISTANCE OF 188.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 85°03'11" WEST, A DISTANCE OF 185.60 FEET; THENCE NORTH 88°58'42" WEST, A DISTANCE OF 353.32 FEET; THENCE SOUTH 73°57'01" WEST, A DISTANCE OF 70.03 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15' FEET TO A POINT ON THE WEST LINE OF SAID TRACT "B" AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 68°04'36" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°04'21", A DISTANCE OF 209.93 FEET TO THE POINT OF BEGINNING.

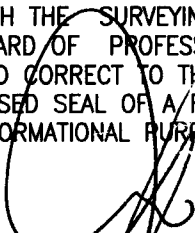
CONTAINING 2.782 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.


SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

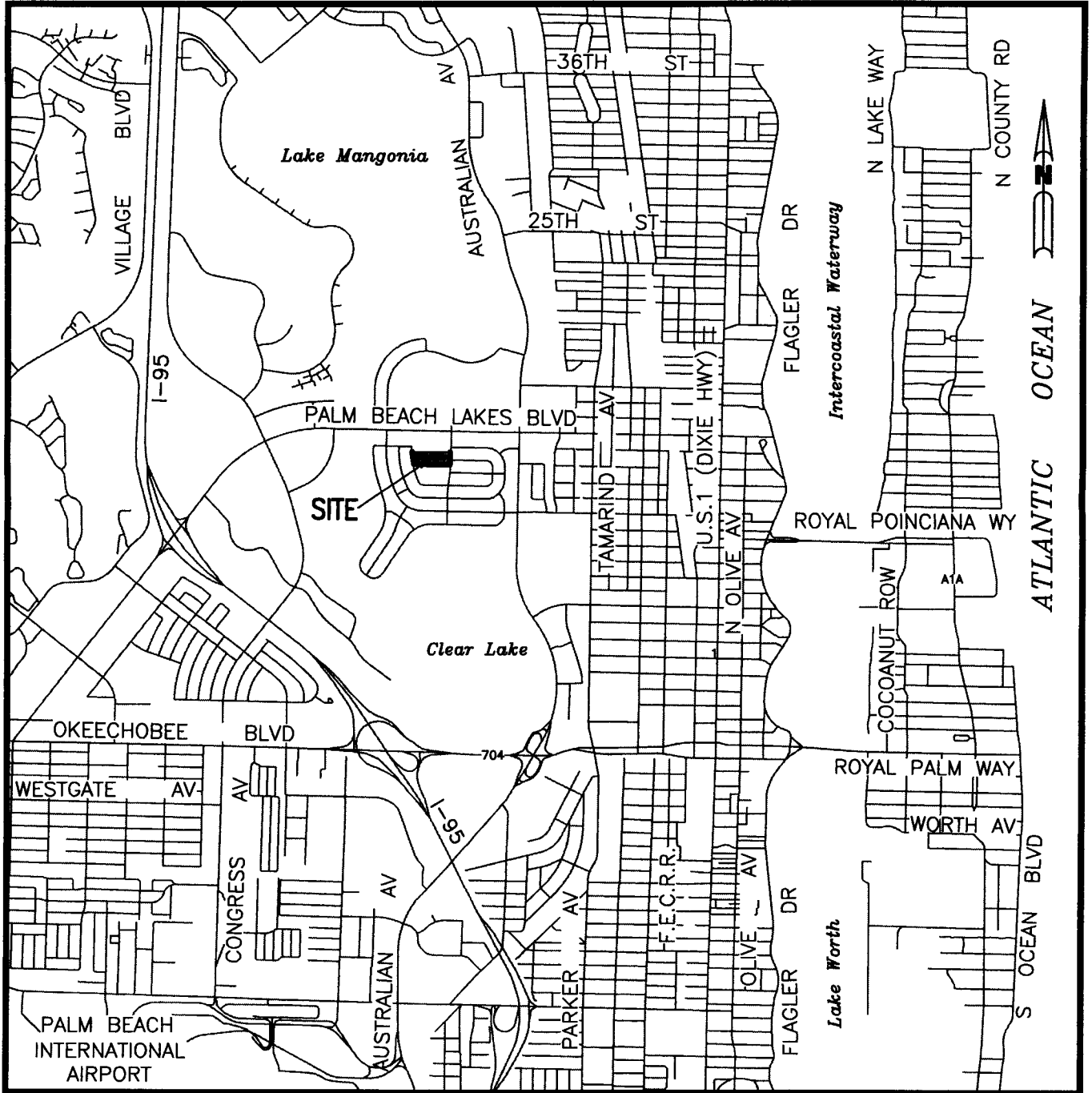

WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4190, STATE OF FLORIDA
DATE: 11/07/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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		SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ & JAF
		SHEET 1 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



ATLANTIC OCEAN

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Tel: (561) 697-7000 Fax: (561) 697-7751
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LB 7062

PROJECT MANAGER
PCW

DEPARTMENT MANAGER
PCW

SCALE:
1" = 100'

CHECKED BY
PCW

SHEET TITLE

DATE:
11/1/06

DRAWN BY
BEJ

PROJECT NUMBER

DRAWING NUMBER

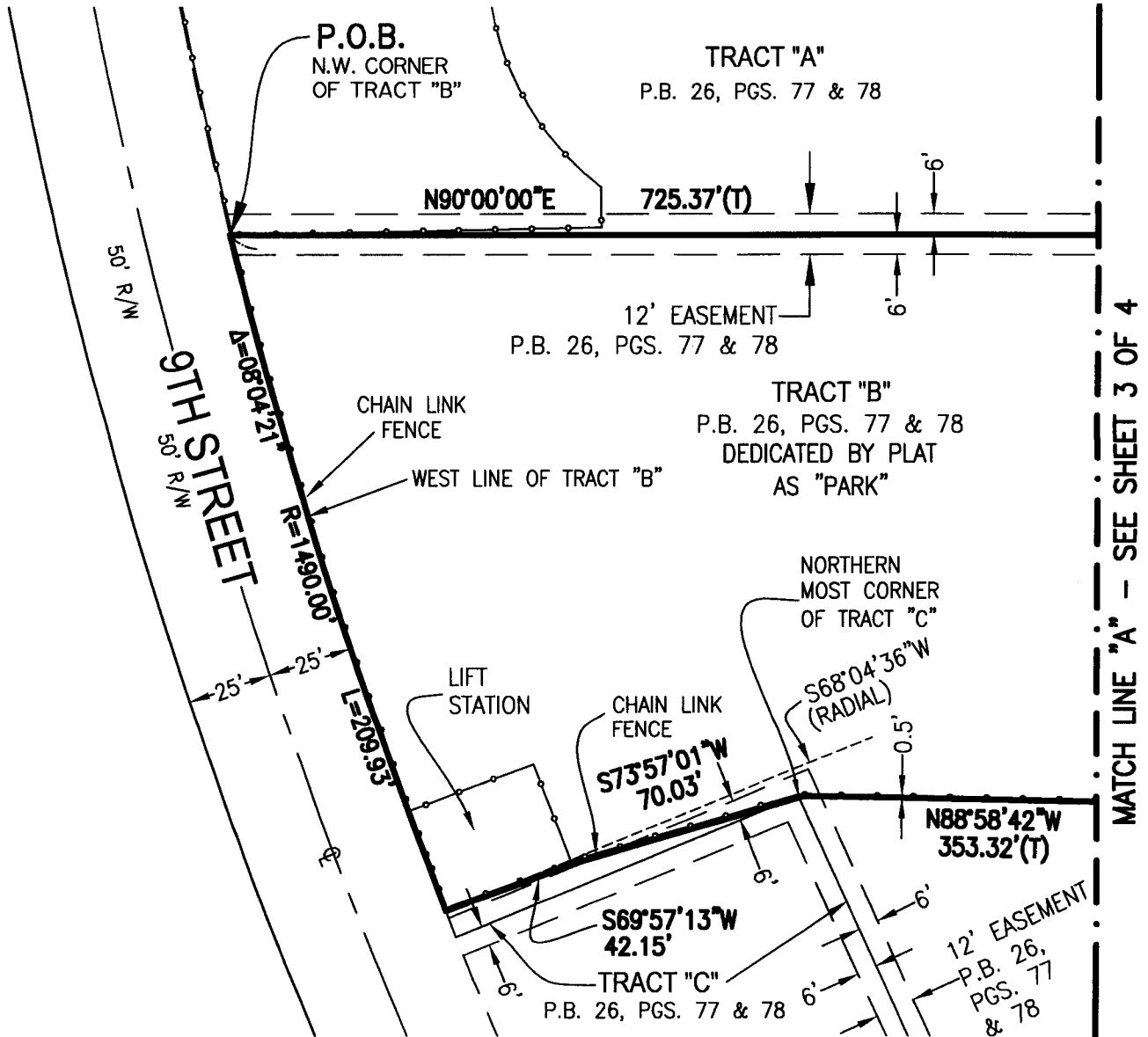
SHEET 2 OF 5

WP001055

1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
SEE SHEET 5 OF 5



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West Palm Beach, Florida 33411

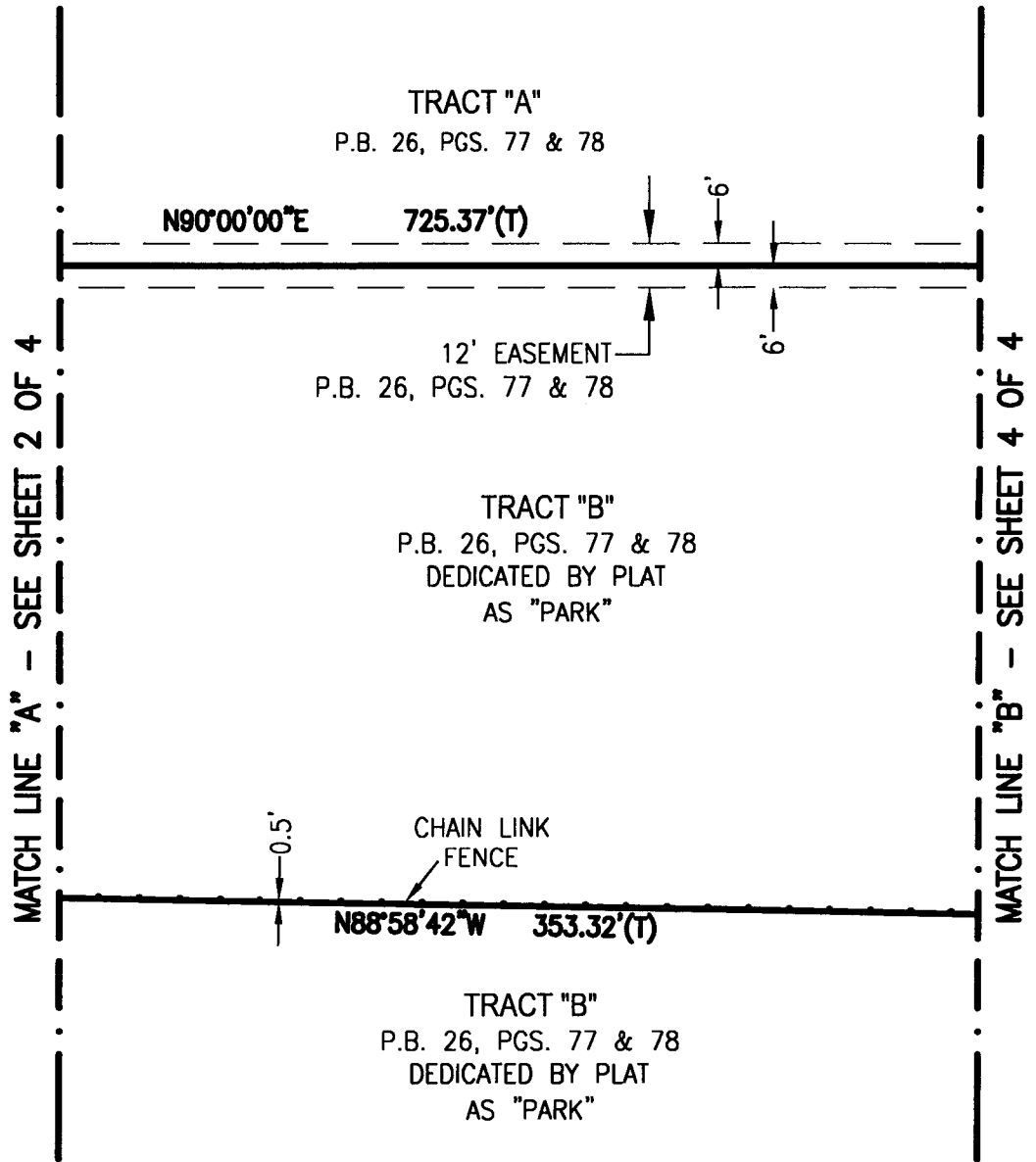
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LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 3 OF 5		PROJECT NUMBER WPO01055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
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LEGEND:
SEE SHEET 5 OF 5



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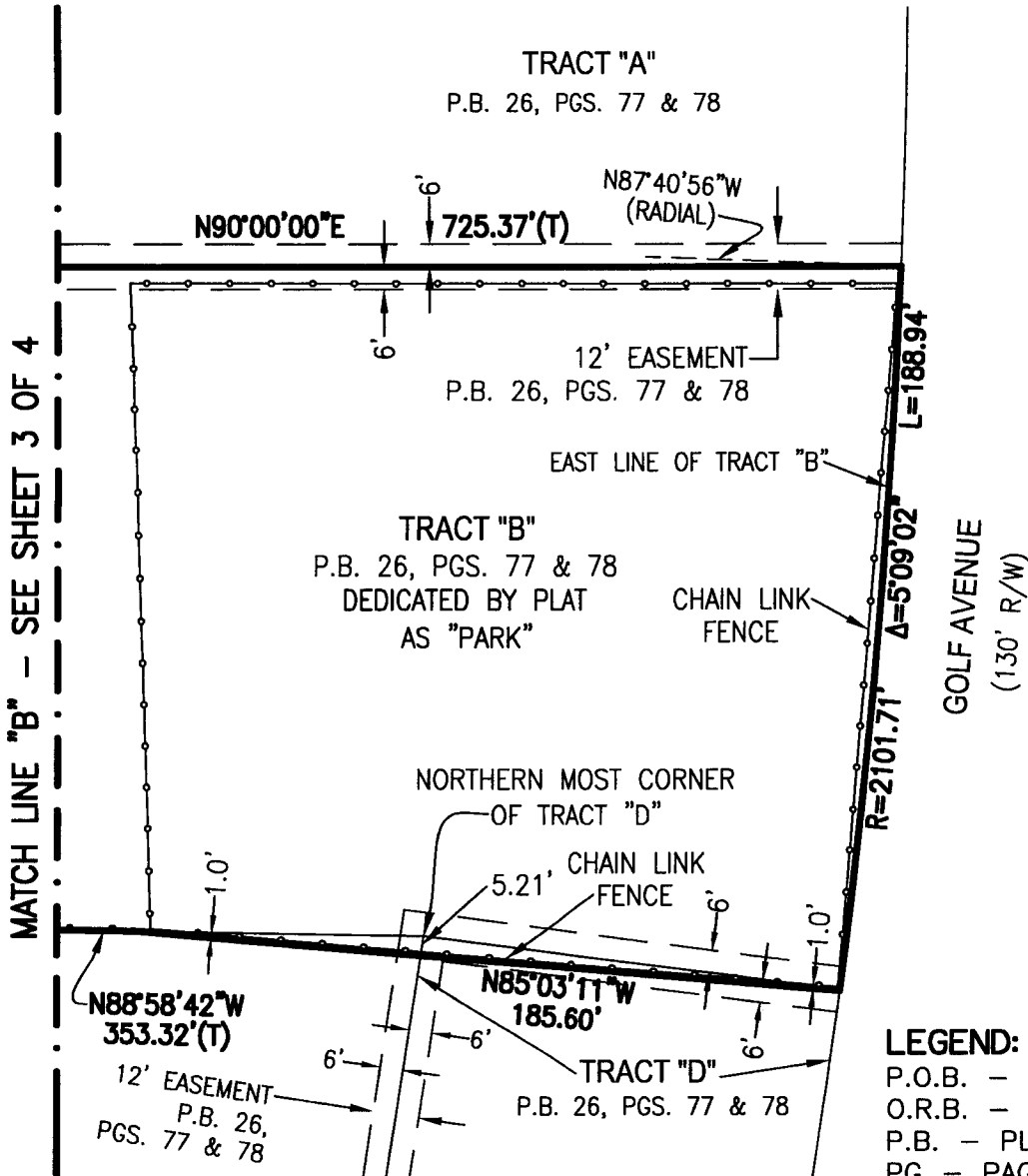
2081 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7082

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 4 OF 5		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!



LEGEND:

- P.O.B. — POINT OF BEGINNING
- O.R.B. — OFFICIAL RECORDS BOOK
- P.B. — PLAT BOOK
- PG — PAGE
- ⊕ — CENTERLINE

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LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD03
SHEET 5 OF 5			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

Exhibit "B"

LEGAL DESCRIPTION:

THAT PORTION OF TRACT "B", REPLAT OF PART OF ROOSEVELT ESTATES, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 77 AND 78, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "B"; SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°12'58" EAST; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID TRACT "B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°46'51", A DISTANCE OF 176.34 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 70°01'30" EAST, A DISTANCE OF 41.88 FEET; THENCE SOUTH 21°39'56" EAST, A DISTANCE OF 33.54 FEET; THENCE SOUTH 69°57'13" WEST, A DISTANCE OF 42.15 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,490.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°08'37" EAST; THENCE NORTHERLY, ALONG SAID WEST LINE OF TRACT "B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'29", A DISTANCE OF 33.59 FEET TO THE POINT OF BEGINNING.

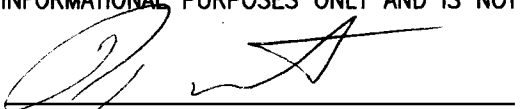
CONTAINING 1,412 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT "B", SAID LINE IS ASSUMED TO BEAR SOUTH 90°00'00" EAST.


SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

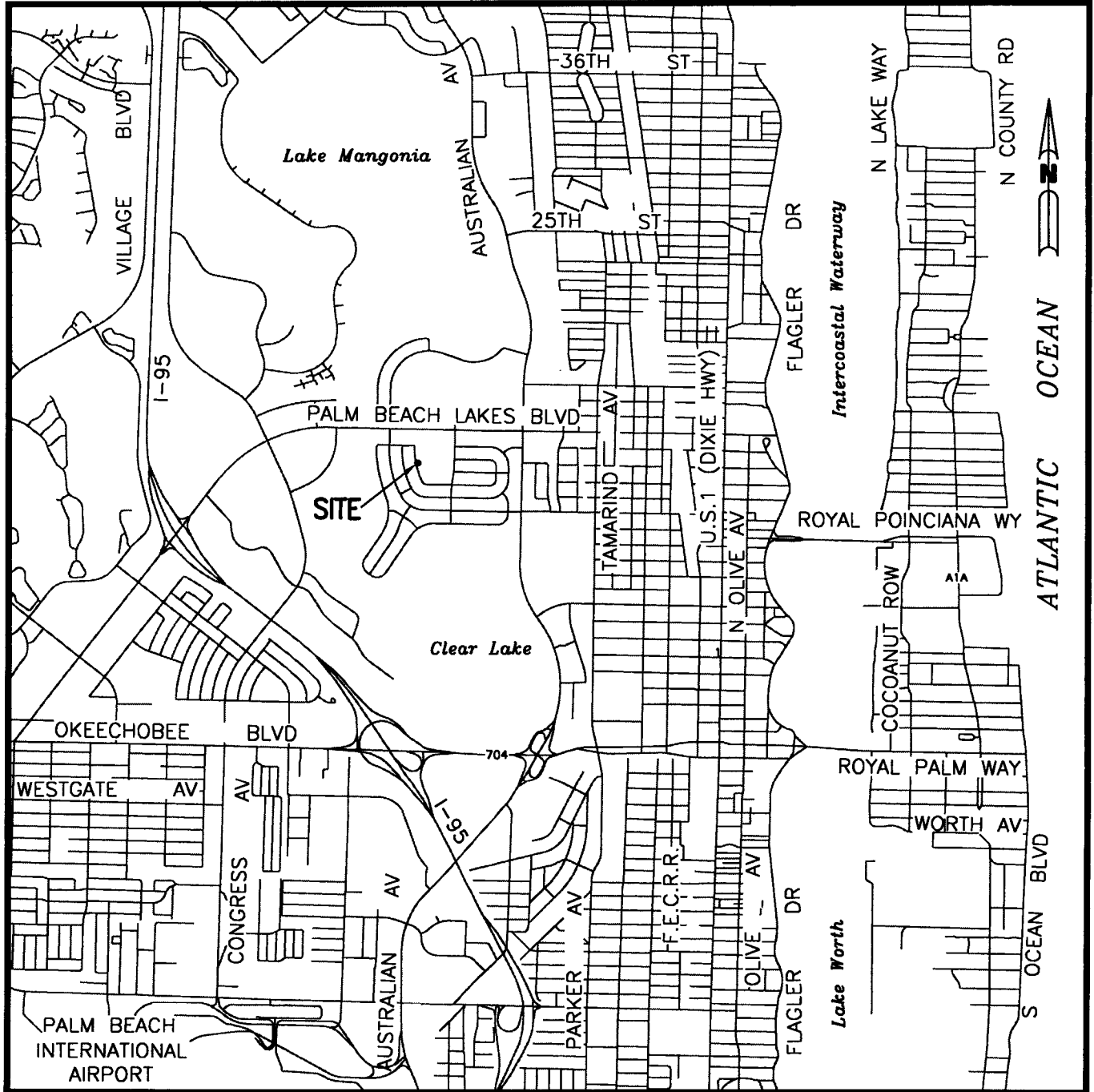

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 10/24/06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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			SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
					PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02
		SHEET 1 OF 3				

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LOCATION MAP



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2081 Vista Parkway
West Palm Beach, Florida 33411

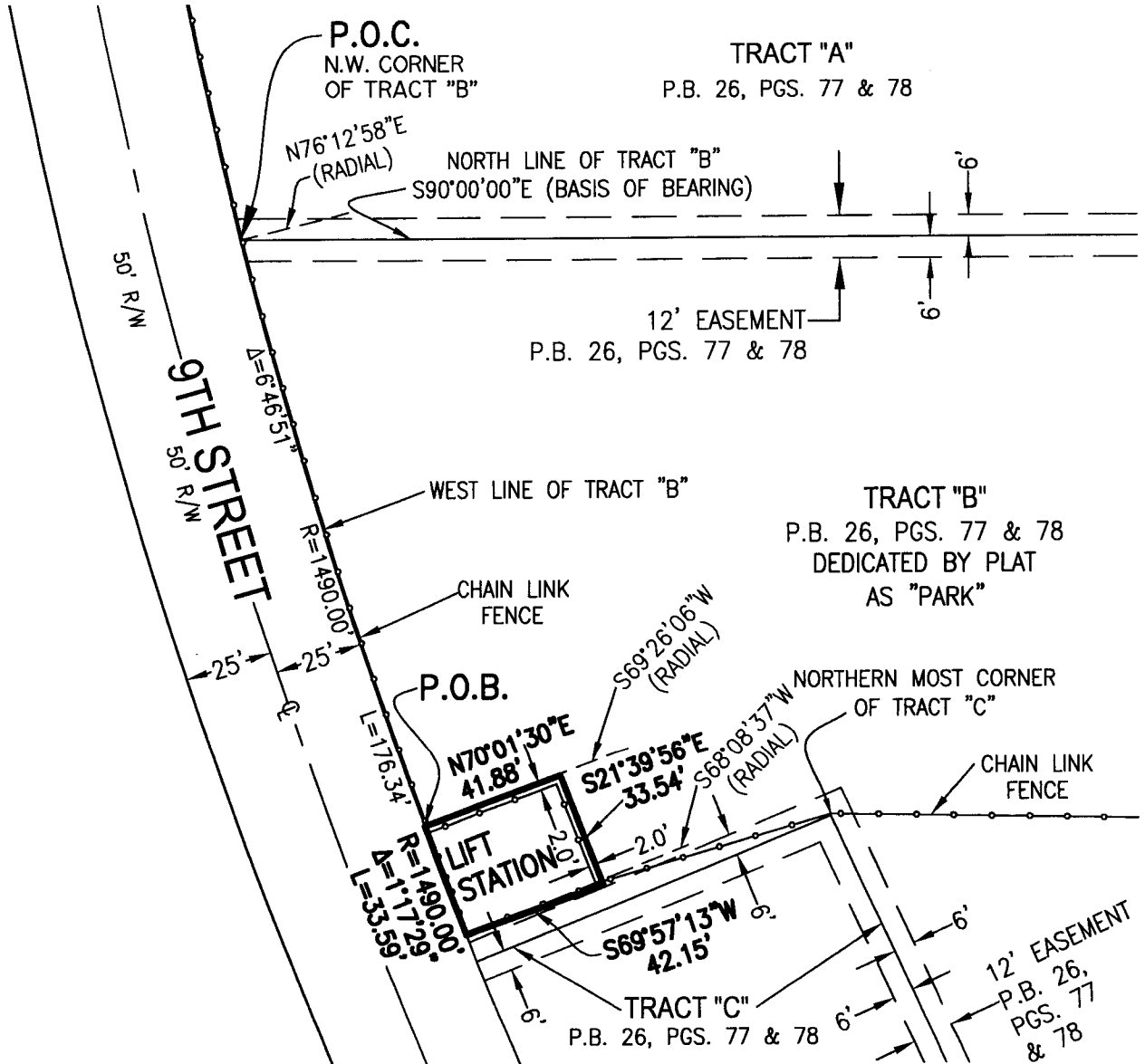
Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

LB 7082	PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
	SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
			PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02
SHEET 2 OF 3				

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:

P.O.B. – POINT OF BEGINNING
O.R.B. – OFFICIAL RECORDS BOOK
P.B. – PLAT BOOK
PG – PAGE
℄ – CENTERLINE



ARCADIS G&M, INC.
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West Palm Beach, Florida 33411

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LB 7062

PROJECT MANAGER PCW	DEPARTMENT MANAGER PCW	SCALE: 1" = 100'	CHECKED BY PCW
SHEET TITLE		DATE: 11/1/06	DRAWN BY BEJ
SHEET 3 OF 3		PROJECT NUMBER WP001055	DRAWING NUMBER 1055SD02

This instrument prepared by (and after recording should be returned to):

Hal Bradford, Esq.
City Attorney's Office
200 2nd Street
West Palm Beach, FL 33401

PCN:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this _____ day of _____, 2006, by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406, Attention: Director of Real Estate Services (the "Grantor"), to and in favor of THE CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2006 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

[signature follows on next page]

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

Signed and delivered
in the presence of:

GRANTOR:

ATTEST:

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate body politic

By: _____
Arthur C. Johnson, Superintendent

By: _____
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Blair Jones*
School Board Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Thomas E. Lynch and Arthur C. Johnson, as the Chairman and Superintendent, respectively, of The School Board of Palm Beach County, Florida, a corporate body politic, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

My Commission Expires:

Notary Public

Print Name

EXHIBIT "A"

Legal Description of School Board Property

A parcel of land lying in Section 16, Township 43 South, Range 43 East, West Palm Beach, Florida, being part of "Not Included Parcel" (Deed Book 1075, Page 668 and Official Record Book 34, Page 269, Public Records of Palm Beach County, Florida) as shown on Sheet No. 2, Australian Park, as recorded in Plat Book 28, Pages 4, 5 and 6 of said Public Records, said parcel being more particularly described as follows:

Commencing at the intersection of the centerlines of 15th Street and North Australian Avenue; thence North 01°13'20" East (for convenience all bearings are relative to the centerline of 15th Street bearing South 88°46'40" East) along the centerline of North Australian Avenue, a distance of 75.00 feet. Thence South 88°46'40" East along a line radial to a curve to be described, a distance of 53.00 feet to a point on the east right of way line of said North Australian Avenue; said point being on the arc of a curve concave to the east having a radius of 2292.01 feet and a central angle of 07°31'16"; Thence northerly along the arc of said curve, a distance of 300.86 feet to the northwest corner of "Not Included Parcel" (Official Record Book 29, Page 260) as shown on said Sheet No. 2; said northwest corner being the Point of Beginning of the this description; Thence continue on the northerly extension of the same curve, being the east right of way line of North Australian Avenue, through a central angle of 05°28'26", a distance of 218.97 feet; Thence South 56°00'05" East for a distance of 81.15 feet; Thence South 05°08'44" West, a distance of 171.86 feet to a point on the north line of said "Not Included Parcel" (Official Record Book 29, Page 260); said north line being parallel with and 375 feet north of as measured at right angles to the centerline of 15th Street, Thence North 88°46'40" West along said north line, a distance of 95.45 feet to the east right of way line of said North Australian Avenue and the Point of Beginning.

Said land situate with the City of West Palm Beach, Palm Beach County, Florida.