

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Seller" or "County") and THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "Buyer" or "School Board").

1. AGREEMENT TO SELL: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. PURCHASE PRICE: The purchase price of the Property shall be Seven Thousand Six Hundred Eighty and no/100 (\$7,680.00) for an estimated 3,000 square foot parcel.

The School Board shall pay the Purchase Price of the Property either by a School Board warrant drawn against a public banking institution located in Palm Beach County, Florida, or by offsetting the Purchase Price against a future transaction with the County as approved solely by the County (the "Approved Offset"). The School Board shall have up to one (1) year from Closing to provide County with either a School Board warrant or an Approved Offset.

The obligations set forth in this section shall survive closing.

3. CLOSING: This Agreement shall be closed and the deed delivered within 15 days of the Effective Date of this Agreement. The following are additional details of closing:

A. Time and Place: The closing will be held at the office of the Property & Real Estate Management Division located at 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406-1544, at a time to be mutually agreed upon by the Seller and the Buyer.

B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" attached hereto conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statute, §125.411. Seller shall convey the Property without a reservation of mineral and petroleum rights pursuant to Florida Statute, §270.11. Buyer hereby petitions Seller to convey the Property without reservation of mineral and petroleum rights. Seller hereby finds that conveyance without such reservation of mineral and petroleum rights is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Property.

C. Amendment to Access Easement: The parties had previously executed and recorded in the public records of Palm Beach County an Access Easement granting County access over Buyer's adjacent roadway. Buyer agrees to grant County access over the Property upon County's conveyance of the Property to Buyer, and to that end, Buyer agrees

to amend the legal description for the Access Easement to include the Property. At Closing, Buyer shall deliver to Seller a fully executed First Amendment to Access Easement substantially in accordance with Exhibit "C" attached hereto and made a part hereof. The First Amendment to Access Easement shall be recorded contemporaneously with the County Deed.

D. Other Closing Documents: At Closing, Seller and Buyer shall execute closing statements prepared by Seller in accordance with the terms hereof. If Buyer will not be providing County with the Purchase Price at closing, Buyer's closing statement shall include an acknowledgement by Buyer that the Purchase Price is owed to the County and the deadline by which payment is due by School Board, warrant or an Approved Offset, shall not exceed a period of one (1) year from the date of closing. The expenses set forth in 3.E. shall be paid at Closing.

E. Expenses: The Buyer shall pay all costs of closing and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes, if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. CONDITION OF THE PROPERTY:

A. "AS IS" CONDITION: The Buyer acknowledges that it has inspected the Property, and agrees to accept the Property in its "AS IS" CONDITION and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent.

B. 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 persons 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.

6. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

7. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, Seller shall have the right to bring an action against Buyer for specific performance. If Seller fails to perform any covenants or obligation of this Agreement, Buyer shall have the right to bring an action for specific performance. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

8. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, its successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

9. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

10. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

11. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

12. AMENDMENTS: This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

13. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the Property.

14. REAL ESTATE BROKER: Buyer and Seller represent to each other that each has not dealt with any broker salesman, agent, or finder in connection with this transaction. The terms of this Section shall survive the closing or termination of this Agreement.

15. NOTICES: All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

15.1 Seller:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544
Fax 561-233-0210

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax 561-355-4398

15.2 Buyer:

The School District of Palm Beach County
Real Estate Department
Attention: Barry I. Present, Director
3300 Forest Hill Blvd. B-246
West Palm Beach, Florida 33406-5813
Fax: 561-434-8482

With a copy to:

The School District of Palm Beach County
Legal Services Department
Attention: Blair Little John, Senior Counsel
3300 Forest Hill Blvd. C-302
West Palm Beach, Florida 33406-5813
Fax: 561-357-7647

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

16. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

17. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

18. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

19. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until executed by both parties, and the Effective Date of this Agreement shall be the later of the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board or the date upon which the School Board of Palm Beach County approves this Agreement at a formal meeting of the School Board.

20. OBLIGATION TO REPLAT PROPERTY: The Property is a portion of the land that was platted as Tract A on the plat of West Boynton District Park "B" as recorded in Plat Book 106, Page 176 of the Public Records of Palm Beach County, Florida (the "Plat"). Upon conveyance of the Property to Buyer, a replat of Tracts A and S of the Plat will be required in order to remove the Property from Tract A and add it to Tract S. Buyer agrees to cooperate with Seller in the preparation, processing, and recordation of the replat of Tracts A and S (the "Replat"), and to timely execute the Replat and any applications or consent agreements required for the replat process. Any and all costs associated with the Replat shall be borne by the Buyer. The obligations set forth in this Section shall survive closing.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

BUYER:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida

By: _____
William G. Graham, Chairman

Attest:

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

Date: _____

Approved as to Form:

 12/21/06
School Board Attorney

Attest:

SHARON R. BOCK
CLERK & COMPROLLER

By: _____
Deputy Clerk

SELLER:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Department Director

Exhibit "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "A" OF THE PLAT OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "A", N69°32'50"W FOR 31.81 FEET TO POINT OF BEGINNING No.1;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N69°32'50"W FOR 283.87 FEET;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 15.13 FEET TO POINT "A";
THENCE S69°32'50"E FOR 249.11 FEET;
THENCE S55°51'20"E FOR 46.47 FEET TO POINT OF BEGINNING No.1.

CONTAINING 2,931 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT SAID POINT "A";
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.72 FEET TO POINT OF BEGINNING No.2;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.31 FEET TO THE WEST BOUNDARY OF SAID TRACT "A", LYING ON THE EAST RIGHT-OF-WAY OF JOG ROAD, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'23"W;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°04'44" FOR 3.53 FEET;
THENCE S33°36'37"E FOR 11.92 FEET;
THENCE S01°14'34"E FOR 12.95 FEET TO POINT OF BEGINNING No.2.

CONTAINING 69 SQUARE FEET, MORE OR LESS.

TOTAL AREA = 3,000 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B.- PLAT BOOK
- O.R.B.- OFFICIAL RECORD BOOK

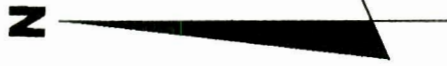
Anthony Brown
ANTHONY BROWN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4977
DATE: 12/20/06



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: NONE
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 1 OF 2



PLAT OF WEST BOYNTON DISTRICT
 PARK "B" THE SPRINGS P.U.D.
 PB 106, PG 176

P.O.C.
 SE CORNER
 OF TRACT A

N69°32'50"W
 31.81'

P.O.B. No.1

S55°51'20"E
 46.47'

DELIVERY ACCESS EASEMENT
 (ORB 17946, PAGE 1221)

TRACT A

S69°32'50"E 249.11'

N69°32'50"W
 (BEARING BASIS)
 283.87'

TRACT S

SOUTH BOUNDARY OF TRACT A

43' ACCESS EASEMENT
 (ORB 17946, PAGE 1221)

WEST BOUNDARY OF TRACT A
 & EAST R/W OF JOG ROAD

S33°36'37"E
 11.92'
 S01°14'34"E
 12.95'
 N22°54'36"W
 21.72'

JOG ROAD
 (A 120' RIGHT-OF-WAY)
 (ORB 4839 PG.1687 & ORB 5895 PG.1064)

R=2560.00'
 C=0°04'44"
 A=3.53'
 (RADIAL)
 N66°16'23"W

15.13'
 N22°54'36"W
 N22°54'36"W 21.31'

P.O.C.
 POINT "A"
 P.O.B. No.2



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 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
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SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: 1" = 50'
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 2 OF 2

PREPARED BY AND RETURN TO:
JEFFREY S. BOLTON, REAL ESTATE SPECIALIST
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3200 BELVEDERE ROAD, BUILDING 1169
WEST PALM BEACH, FLORIDA 33406-1544

PROPERTY CONTROL NUMBER a portion of 00-42-45-10-17-001-0000

COUNTY DEED

This Deed, made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, party of the first part, and **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida, whose legal mailing address is 3320 Forest Hill Boulevard, West Palm Beach, Florida 33406, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairperson of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

Exhibit "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "A" OF THE PLAT OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "A", N69°32'50"W FOR 31.81 FEET TO POINT OF BEGINNING No.1;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N69°32'50"W FOR 283.87 FEET;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 15.13 FEET TO POINT "A";
THENCE S69°32'50"E FOR 249.11 FEET;
THENCE S55°51'20"E FOR 46.47 FEET TO POINT OF BEGINNING No.1.

CONTAINING 2,931 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT SAID POINT "A";
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.72 FEET TO POINT OF BEGINNING No.2;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.31 FEET TO THE WEST BOUNDARY OF SAID TRACT "A", LYING ON THE EAST RIGHT-OF-WAY OF JOG ROAD, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'23"W;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°04'44" FOR 3.53 FEET;
THENCE S33°36'37"E FOR 11.92 FEET;
THENCE S01°14'34"E FOR 12.95 FEET TO POINT OF BEGINNING No.2.

CONTAINING 69 SQUARE FEET, MORE OR LESS.

TOTAL AREA = 3,000 SQUARE FEET, MORE OR LESS.

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ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK

Anthony Brown
ANTHONY BROWN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4977
DATE: 12/20/06



PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

Table with 2 columns: Description and Value. Rows include DRAWN: DKN, PROJ. No. 06-043, CHECKED: TB, SCALE: NONE, TRACT A CONVEYANCE TO TRACT S, DATE: NOV. 20, 2006, SHEET 1 OF 2.



PLAT OF WEST BOYNTON DISTRICT
 PARK "B" THE SPRINGS P.U.D.
 PB 106, PG 176

P.O.C.

SE CORNER
 OF TRACT A

N69°32'50"W
 31.81'

P.O.B. No.1

S55°51'20"E
 46.47'

DELIVERY ACCESS EASEMENT
 (ORB 17946, PAGE 1221)

TRACT A

S69°32'50"E 249.11'

N69°32'50"W
 (BEARING BASIS)

TRACT S

SOUTH BOUNDARY OF TRACT A

43' ACCESS EASEMENT
 (ORB 17946, PAGE 1221)

WEST BOUNDARY OF TRACT A
 & EAST R/W OF JOG ROAD

S33°36'37"E
 11.92'

S01°14'34"E
 12.95'

N22°54'36"W
 21.72'

JOG ROAD

(A 120' RIGHT-OF-WAY)
 (ORB 4839 PG.1687 & ORB 5895 PG.1064)

R=2560.00'
 C=0°04'44"
 A=3.53'

(RADIAL)
 N66°16'23"W

N22°54'36"W 21.31'

15.13'
 N22°54'36"W

P.O.C.
 POINT "A"

P.O.B. No.2



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 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: 1" = 50'
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 2 OF 2

Prepared by and return to:
Jeffrey Bolton
Palm Beach County
Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544

Property Control Numbers: a portion of 00-42-45-10-17-001-0000

FIRST AMENDMENT TO ACCESS EASEMENT

THIS FIRST AMENDMENT TO ACCESS EASEMENT (the “First Amendment”), granted this _____, by and between the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida, whose mailing address is 3320 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813, hereinafter referred to as “School Board” or “Grantor” and **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as “County” or “Grantee”.

RECITALS:

WHEREAS, School Board granted County an Access Easement recorded in the public records of Palm Beach County in Official Record Book 17946 page 1221 (the “Access Easement”), which Access Easement is an easement benefiting and appurtenant to property owned by the County; and

WHEREAS, County subsequently conveyed a portion of the County’s benefited property to the School Board described on Exhibit “C” attached hereto and made a part hereof (the “Additional Easement Premises”); and

WHEREAS, County and School Board wish to amend the Access Easement to remove the Additional Easement Premises from Exhibit “B” to the Access Easement (the “County Property”)

and include it in Exhibit "A" to the Access Easement (the "Easement Premises").

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Access Easement.
2. Exhibit "A" to the Access Easement (the "Easement Premises") is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and made a part hereof.
3. Exhibit "B" to the Access Easement (the "County Property") is hereby deleted in its entirety and replaced by Exhibit "B" attached hereto and made a part hereof.
4. Except as modified by this First Amendment, the Access Easement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Access Easement in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, School Board and County have each caused this First Amendment to be executed in their respective names, by their respective proper officers thereunto duly authorized the day and year first above written.

GRANTOR:

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

a corporate body politic pursuant to the Constitution of the State of Florida

By: _____
William G. Graham, Chairman

Attest:

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

Date of Execution by School Board

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this _____ day of _____ 200__, by both _____ and Arthur C. Johnson, who are both personally known to me.

Notary (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Print/Type Name

My Commission Expires: _____

Commission Number: _____

By: _____
School Board Attorney

GRANTEE:

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

Exhibit "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE PROPOSED PLAT OF WEST BOYNTON DISTRICT PARK B, ALSO BEING A PORTION OF TRACT 71, BLOCK 40, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 10;
 THENCE ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SAID SECTION 10,
 N03°20'50"E FOR 338.11 FEET;
 THENCE S69°32'50"E FOR 92.11' FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE S69°32'50"E FOR 124.68 FEET;
 THENCE N48°31'24"E FOR 44.00 FEET;
 THENCE N20°07'21"E FOR 50.95 FEET;
 THENCE N09°09'13"E FOR 18.39 FEET;
 THENCE N01°45'49"W FOR 293.37 FEET;
 THENCE N01°23'37"W FOR 191.25 FEET TO A POINT OF CURVATURE OF A CURVE
 TO THE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET;
 THENCE NORTHWEST ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE
 OF 90°25'17" FOR 23.67 FEET TO A POINT OF TANGENCY;
 THENCE S88°11'06"W FOR 6.97 FEET;
 THENCE N01°52'45"W FOR 27.47 FEET;
 THENCE N88°13'10"E FOR 48.00 FEET;
 THENCE S01°48'54"E FOR 527.15 FEET;
 THENCE S16°07'05"W FOR 161.78 FEET;
 THENCE N69°32'50"W FOR 179.32 FEET;
 THENCE N20°27'10"E FOR 43.00 FEET TO THE POINT OF BEGINNING.

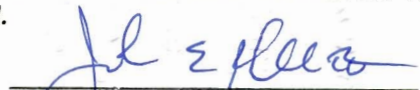
CONTAINING 26,037 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N03°20'50"E ALONG THE NORTH-SOUTH QUARTER SECTION
 LINE OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
 COMPRISE THE COMPLETE LEGAL DESCRIPTION.
 THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
 ACCOMPANY EACH OTHER.
 REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID
 WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
 MAPPER NOTED BELOW.

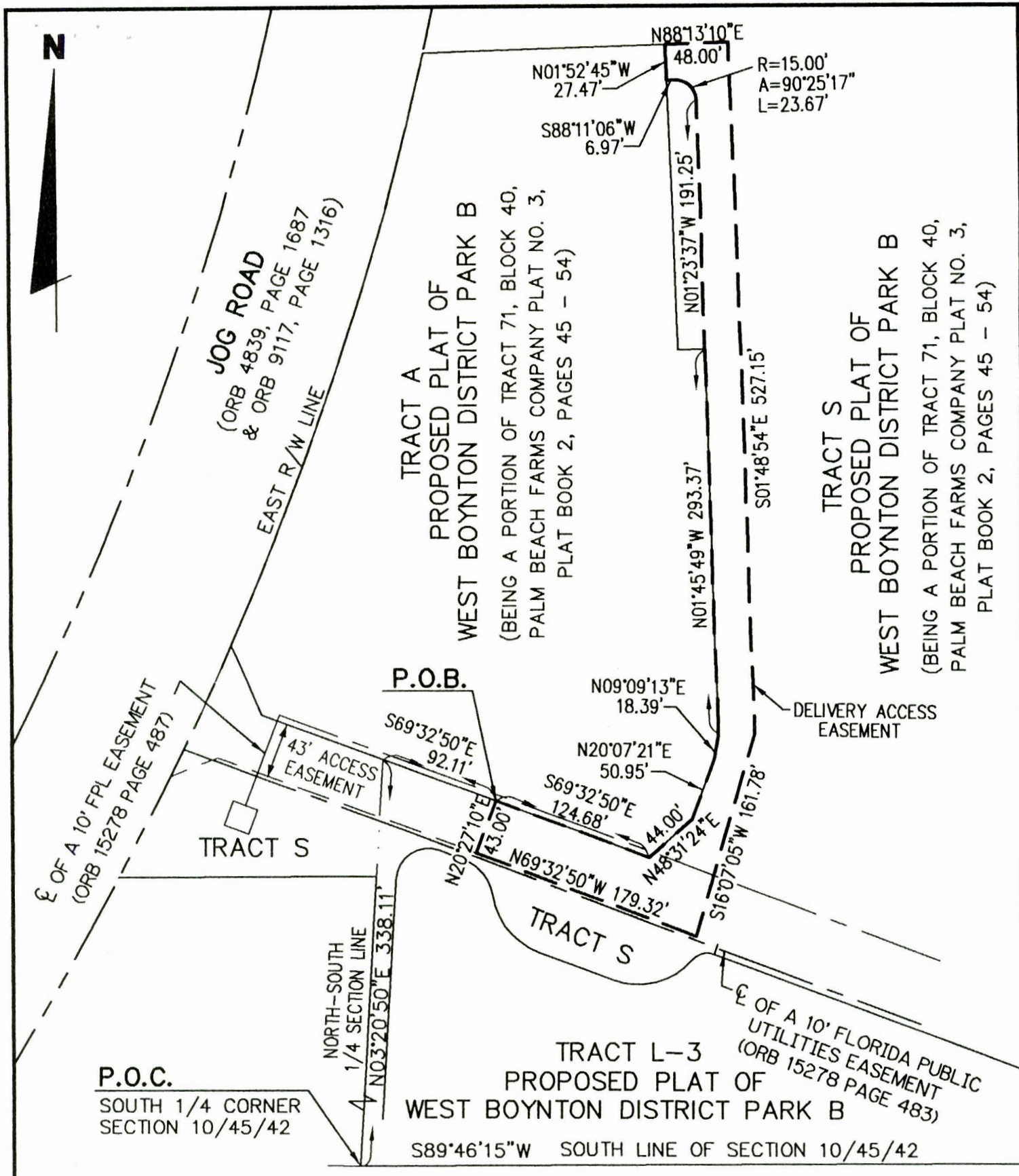
ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B.- OFFICIAL RECORD BOOK
- R - RADIUS
- A - CENTRAL ANGLE
- L - ARC LENGTH


 JOHN E. PHILLIPS, III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 12/20/04

B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 N. HAVERHILL RD, SUITE 105, W. PALM BEACH, FL 33417
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION	
DRAWN: DKW/MB	CHECKED: TB
DELIVERY	PROJ. No. 03-014
ACCESS EASEMENT	SCALE: NONE
WEST BOYNTON	DATE: JULY 2004
PBSO SUBSTATION	SHEET 1 OF 2



THIS SKETCH IS NOT A SURVEY

BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 N. HAVERHILL RD, SUITE 105, W. PALM BEACH, FL 33417
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

DRAWN: DKW/MB	CHECKED: TB
DELIVERY	PROJ. No. 03-014
ACCESS EASEMENT	SCALE: 1"=100'
WEST BOYNTON	DATE: JULY 2004
PBSO SUBSTATION	SHEET 2 OF 2

Exhibit "A"
(continued)

Together with

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE PROPOSED PLAT OF WEST BOYNTON DISTRICT PARK B, ALSO BEING A PORTION OF TRACT 71, BLOCK 40, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 10;
 THENCE ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SAID SECTION 10, N03°20'50"E FOR 338.11 FEET TO THE POINT OF BEGINNING;
 THENCE N69°32'50"W FOR 98.89 FEET;
 THENCE N22°54'36"W FOR 58.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF JOG ROAD ACCORDING TO OFFICIAL RECORDS BOOK 4839, PAGE 1687 AND OFFICIAL RECORDS BOOK 9117, PAGE 1316 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'22"W;
 THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°29'53" FOR 111.62 FEET;
 THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE N68°20'20"E FOR 38.73 FEET;
 THENCE S69°32'50"E FOR 211.01 FEET;
 THENCE N20°27'10"E FOR 43.00 FEET;
 THENCE N69°32'50"W FOR 92.11 FEET TO THE POINT OF BEGINNING.

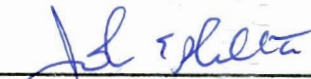
CONTAINING 11,364 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N03°20'50"E ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

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- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B.- OFFICIAL RECORD BOOK
- R - RADIUS
- A - CENTRAL ANGLE
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 JOHN E. PHILLIPS, III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 12/20/04

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 N. HAVERHILL RD, SUITE 105, W. PALM BEACH, FL 33417 (561) 615-3988, (561) 615-3986 FAX	LEGAL DESCRIPTION	
	DRAWN: DKW/MB	CHECKED: TB
	ACCESS EASEMENT	PROJ. No. 03-014
	WEST BOYNTON	SCALE: NONE
	PBSO SUBSTATION	DATE: 11/17/03
	SHEET 1 OF 2	

Together with

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "A" OF THE PLAT OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "A", N69°32'50"W FOR 31.81 FEET TO POINT OF BEGINNING No.1;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N69°32'50"W FOR 283.87 FEET;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 15.13 FEET TO POINT "A";
THENCE S69°32'50"E FOR 249.11 FEET;
THENCE S55°51'20"E FOR 46.47 FEET TO POINT OF BEGINNING No.1.

CONTAINING 2,931 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT SAID POINT "A";
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.72 FEET TO POINT OF BEGINNING No.2;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.31 FEET TO THE WEST BOUNDARY OF SAID TRACT "A", LYING ON THE EAST RIGHT-OF-WAY OF JOG ROAD, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'23"W;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°04'44" FOR 3.53 FEET;
THENCE S33°36'37"E FOR 11.92 FEET;
THENCE S01°14'34"E FOR 12.95 FEET TO POINT OF BEGINNING No.2.

CONTAINING 69 SQUARE FEET, MORE OR LESS.

TOTAL AREA = 3,000 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

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P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK

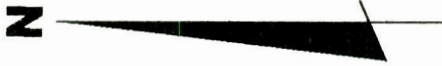
Anthony Brown
ANTHONY BROWN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4977
DATE: 12/20/06



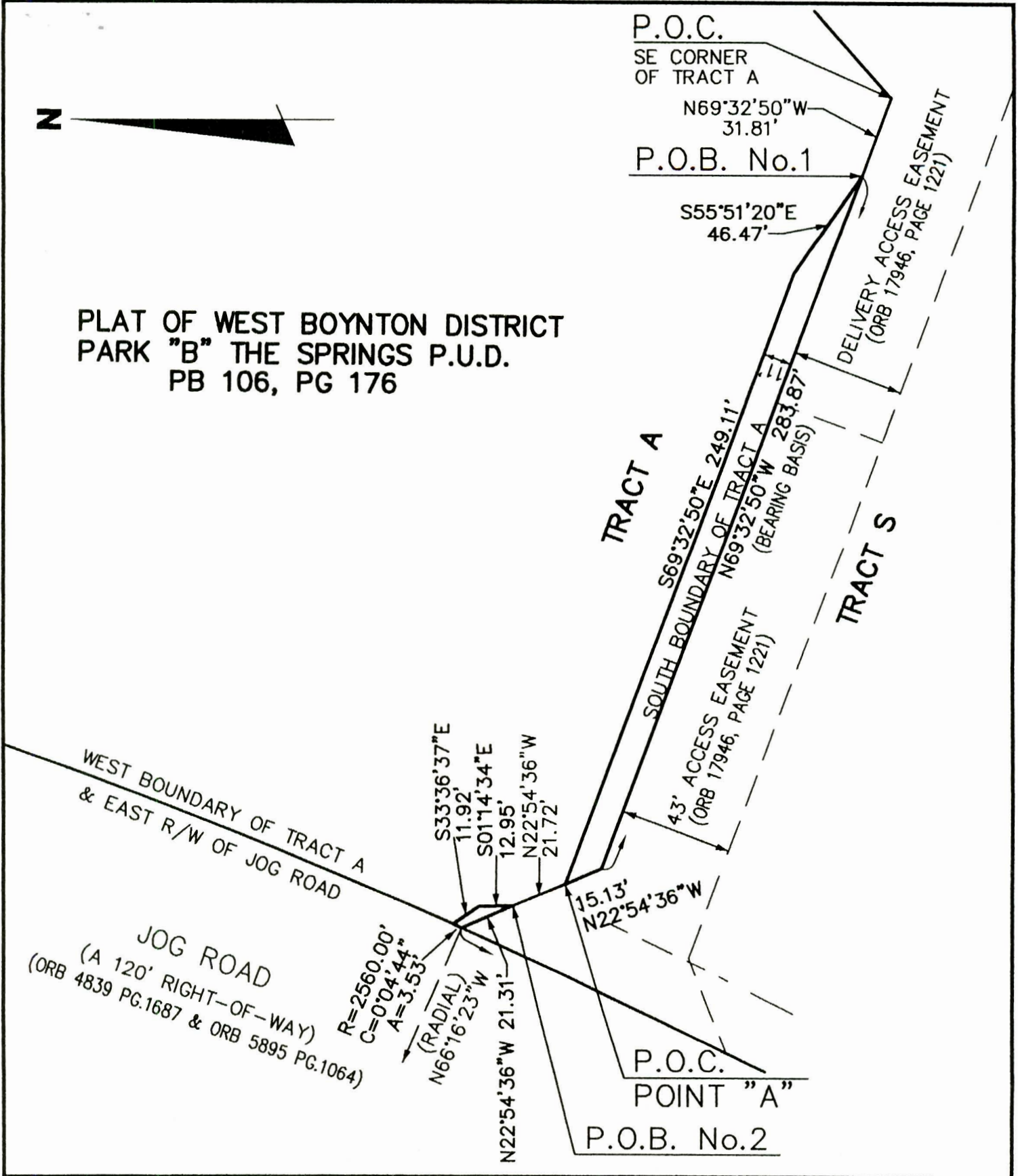
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

Table with 2 columns: Field Name and Value. Fields include DRAWN: DKN, PROJ. No. 06-043, CHECKED: TB, SCALE: NONE, TRACT A CONVEYANCE TO TRACT S, DATE: NOV. 20, 2006, SHEET 1 OF 2.



PLAT OF WEST BOYNTON DISTRICT
 PARK "B" THE SPRINGS P.U.D.
 PB 106, PG 176



B BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: 1" = 50'
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 2 OF 2

Exhibit "B"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING TRACT A OF THE PROPOSED PLAT OF WEST BOYNTON DISTRICT PARK B, ALSO BEING A PORTION OF TRACT 71, BLOCK 40, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 10; THENCE N03°20'50"E ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SAID SECTION 10 FOR 338.11 FEET TO THE POINT OF BEGINNING; THENCE N69°32'50"W FOR 98.89 FEET; THENCE N22°54'36"W FOR 58.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF JOG ROAD ACCORDING TO OFFICIAL RECORDS BOOK 4839, PAGE 1687 AND OFFICIAL RECORDS BOOK 9117, PAGE 1316 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE THE RADIAL LINE BEARS N66°16'22"W; THENCE NORTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°40'18" FOR 476.81 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE N88°13'10"E FOR 184.70 FEET; THENCE S01°52'45"E FOR 233.83 FEET; THENCE N88°11'06"E FOR 20.33 FEET; THENCE S01°45'49"E FOR 293.37 FEET; THENCE S09°09'13"W FOR 18.39 FEET; THENCE S20°07'21"W FOR 50.95 FEET; THENCE S48°31'24"W FOR 44.00 FEET; THENCE N69°32'50"W FOR 216.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.72 ACRES, MORE OR LESS.

BEARING BASIS: N03°20'50"E ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST.

ABBREVIATIONS

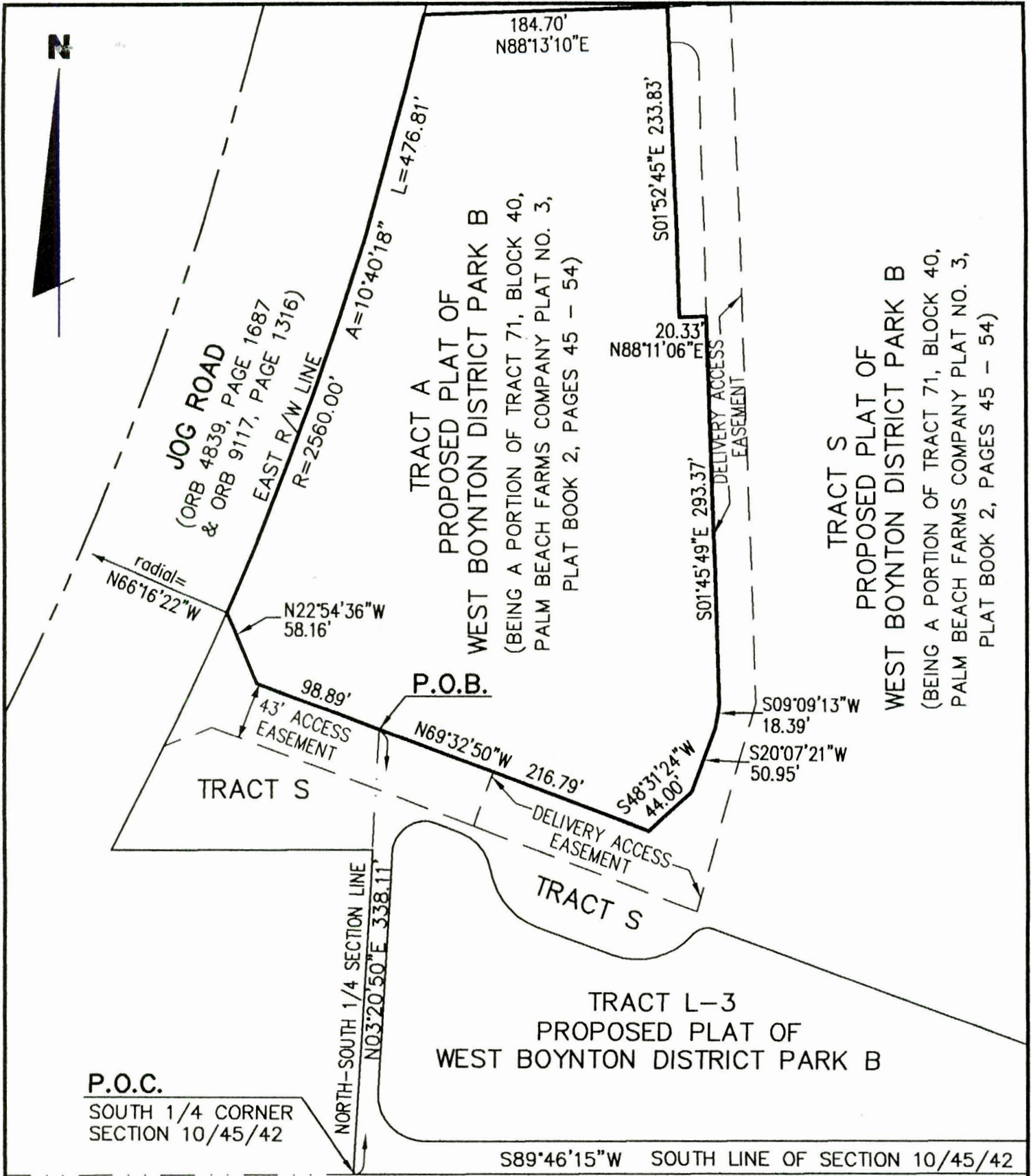
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P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
O.R.B.- OFFICIAL RECORD BOOK
R - RADIUS
A - CENTRAL ANGLE
L - ARC LENGTH

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Handwritten signature of John E. Phillips, III, dated 12/20/06, with printed name and title: JOHN E. PHILLIPS, III PROFESSIONAL LAND SURVEYOR STATE OF FLORIDA No. 4826 DATE: 12/20/06

BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 N. HAVERHILL RD, SUITE 105, W. PALM BEACH, FL 33417 (561) 615-3988, (561) 615-3986 FAX

Table with 2 columns: LEGAL DESCRIPTION and details. Row 1: DRAWN: DKW/MB, CHECKED: TB. Row 2: TRACT A, PROJ. No. 03-014. Row 3: WEST BOYNTON, SCALE: NONE. Row 4: PBSO SUBSTATION, DATE: 11/17/03. Row 5: SHEET 1 OF 2.



THIS SKETCH IS NOT A SURVEY

BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 N. HAVERHILL RD, SUITE 105, W. PALM BEACH, FL 33417
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DRAWN: DKW/MB	CHECKED: TB
TRACT A WEST BOYNTON PBSO SUBSTATION	PROJ. No. 03-014
	SCALE: 1"=100'
	DATE: 11/17/03
SHEET 2 OF 2	

LEGAL DESCRIPTION *Less*

A PARCEL OF LAND IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "A" OF THE PLAT OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "A", N69°32'50"W FOR 31.81 FEET TO POINT OF BEGINNING No.1;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N69°32'50"W FOR 283.87 FEET;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 15.13 FEET TO POINT "A";
THENCE S69°32'50"E FOR 249.11 FEET;
THENCE S55°51'20"E FOR 46.47 FEET TO POINT OF BEGINNING No.1.

CONTAINING 2,931 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT SAID POINT "A";
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.72 FEET TO POINT OF BEGINNING No.2;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.31 FEET TO THE WEST BOUNDARY OF SAID TRACT "A", LYING ON THE EAST RIGHT-OF-WAY OF JOG ROAD, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'23"W;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°04'44" FOR 3.53 FEET;
THENCE S33°36'37"E FOR 11.92 FEET;
THENCE S01°14'34"E FOR 12.95 FEET TO POINT OF BEGINNING No.2.

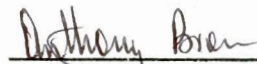
CONTAINING 69 SQUARE FEET, MORE OR LESS.

TOTAL AREA = 3,000 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B.- PLAT BOOK
- O.R.B.- OFFICIAL RECORD BOOK


ANTHONY BROWN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4977
DATE: 12/20/06

LEGAL DESCRIPTION


BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: NONE
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 1 OF 2



PLAT OF WEST BOYNTON DISTRICT
 PARK "B" THE SPRINGS P.U.D.
 PB 106, PG 176

P.O.C.
 SE CORNER
 OF TRACT A

N69°32'50"W
 31.81'

P.O.B. No.1

S55°51'20"E
 46.47'

DELIVERY ACCESS EASEMENT
 (ORB 17946, PAGE 1221)

TRACT A

S69°32'50"E 249.11'

N69°32'50"W
 (BEARING BASIS) 283.87'

TRACT S

SOUTH BOUNDARY OF TRACT A

43' ACCESS EASEMENT
 (ORB 17946, PAGE 1221)

WEST BOUNDARY OF TRACT A
 & EAST R/W OF JOG ROAD

S33°36'37"E
 11.92'

S01°14'34"E
 12.95'

N22°54'36"W
 21.72'

JOG ROAD

(A 120' RIGHT-OF-WAY)
 (ORB 4839 PG.1687 & ORB 5895 PG.1064)

R=2560.00'
 C=0°04'44"
 A=3.53'

(RADIAL)
 N66°16'23"W

N22°54'36"W 21.31'

15.13'
 N22°54'36"W

P.O.C.
 POINT "A"

P.O.B. No.2



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: 1" = 50'
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 2 OF 2

LEGAL DESCRIPTION

Exhibit "C"

A PARCEL OF LAND IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "A" OF THE PLAT OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "A", N69°32'50"W FOR 31.81 FEET TO POINT OF BEGINNING No.1;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N69°32'50"W FOR 283.87 FEET;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 15.13 FEET TO POINT "A";
THENCE S69°32'50"E FOR 249.11 FEET;
THENCE S55°51'20"E FOR 46.47 FEET TO POINT OF BEGINNING No.1.

CONTAINING 2,931 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT SAID POINT "A";
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.72 FEET TO POINT OF BEGINNING No.2;
THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N22°54'36"W FOR 21.31 FEET TO THE WEST BOUNDARY OF SAID TRACT "A", LYING ON THE EAST RIGHT-OF-WAY OF JOG ROAD, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'23"W;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°04'44" FOR 3.53 FEET;
THENCE S33°36'37"E FOR 11.92 FEET;
THENCE S01°14'34"E FOR 12.95 FEET TO POINT OF BEGINNING No.2.

CONTAINING 69 SQUARE FEET, MORE OR LESS.

TOTAL AREA = 3,000 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

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P.B.- PLAT BOOK
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Anthony Brown
ANTHONY BROWN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4977
DATE: 12/20/06



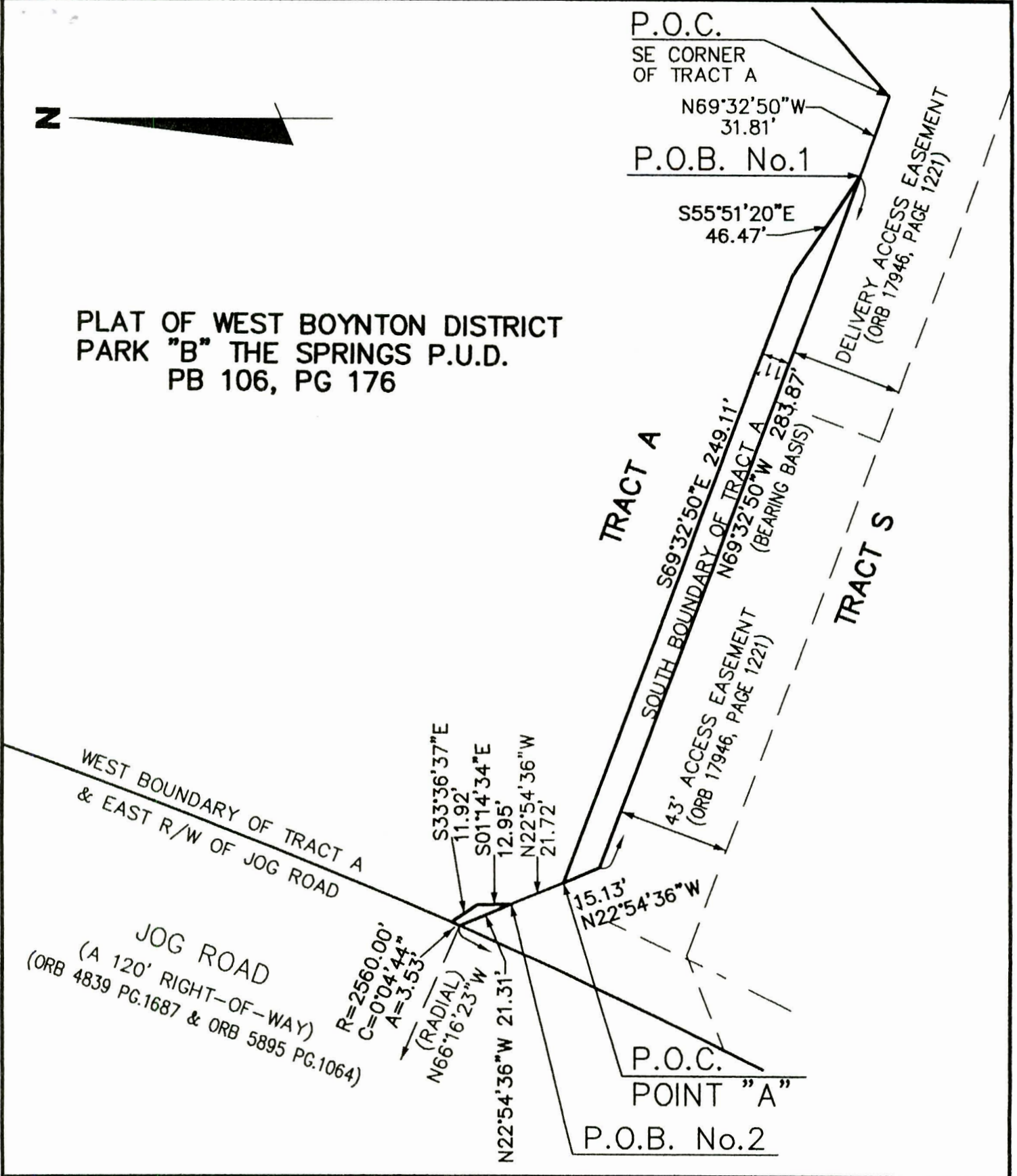
BROWN & PHILLIPS, INC.
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CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

Table with 2 columns: Field Name and Value. Fields include DRAWN: DKN, PROJ. No. 06-043, CHECKED: TB, SCALE: NONE, TRACT A CONVEYANCE TO TRACT S, DATE: NOV. 20, 2006, SHEET 1 OF 2.



PLAT OF WEST BOYNTON DISTRICT
 PARK "B" THE SPRINGS P.U.D.
 PB 106, PG 176



B **BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
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 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: DKN	PROJ. No. 06-043
CHECKED: TB	SCALE: 1" = 50'
TRACT A CONVEYANCE TO TRACT S	DATE: NOV. 20, 2006
	SHEET 2 OF 2