

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$2,800	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$2,800	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Acct No.: Fund 3502 Dept. 361 Unit 0899 Object 6120
 Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 2
 Okeechobee Blvd/W of Clearlake to Australian

C. Departmental Fiscal Review: R.D. Ward 8/25/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim Dink 9-13-06
 OFMB
 9-8-06
 9-7-06

Jim J. Jacoby 9/14/06
 Contract Dev. and Control
 9/13/06

B. Approved as to Form and Legal Sufficiency:
Monique J. Little 9/19/06
 (Assistant County Attorney)

This item complies with current County policies.

C. Other Department Review:

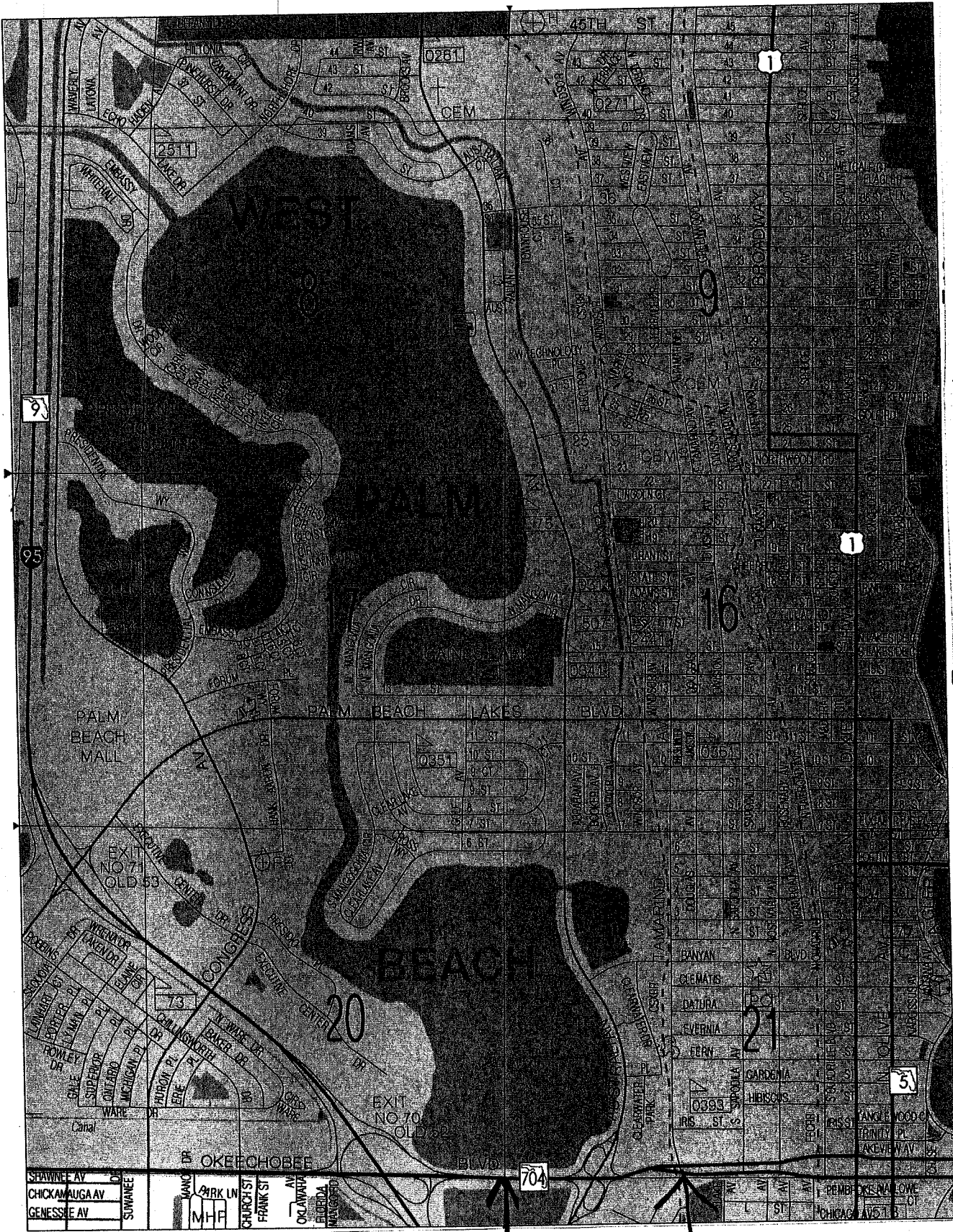
 Department Director

This summary is not to be used as a basis for payment.

Summary (Continued)

The first Agreement conveys two parcels identified as Parcels 400 and 401, which are located on Okeechobee Boulevard west of Australian Avenue. These parcels are to be purchased from the City for the appraised value of \$2,800. The second Agreement is for the conveyance of land for two parcels identified as Parcels 102 and 104, which are located along Okeechobee Boulevard just east of Australian Avenue. The Drainage Easement is located along Okeechobee Boulevard east of Australian Avenue. Only the parcels west of Australian Avenue require compensation from Palm Beach County.

LOCATION MAP



PROJECT
LIMITS

**PURCHASE AND SALE AGREEMENT
(PARCELS 400 & 401)**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2006, by and between the **CITY OF WEST PALM BEACH**, Florida municipal corporation, 200 Second Street, West Palm Beach, Florida 33401 (the "City"), and the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "Buyer").

WITNESSETH:

WHEREAS, the City is the owner of two (2) parcels of land located in the City of West Palm Beach, County of Palm Beach, State of Florida, which are more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, the parties wish to enter into an agreement whereby the City shall convey the Property to Buyer subject to the fulfillment of certain enumerated conditions as set forth herein.

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

1. **Purchase and Sale.** City agrees to sell to Buyer, and Buyer agrees to purchase from City the Property on the terms and conditions hereinafter set forth.
2. **Purchase Price.** The purchase price to be paid by Buyer to City for the Property is Two Thousand Eight Hundred Dollars (\$2,800.00).
3. **Effective Date.** The effective date hereof ("Effective Date") shall be thirty-one (31) days following approval of this Agreement by the City Commission, subject to the initiative process set forth in Article VI of the City Charter.
4. **Title.** Buyer may obtain, at its expense, within ten (10) days of the Effective Date, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's title to the Property. City shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications which do not render title unmarketable. Marketable title shall be determined in accordance with applicable Title Standards adopted by authority of The Florida Bar and in accordance with Florida law. Buyer shall have five (5) days (the "Title Review Period") from receipt of the title commitment to examine it and, if the title commitment reveals any matters that render title unmarketable, to notify City in writing specifying any such defect(s). If City elects to remove such defects, City will have one hundred twenty (120) days from receipt of notice to remove such defects, failing which Buyer shall, within five (5) business days after expiration of the one hundred twenty (120) day period, deliver written notice to City either: (1) extending the time for a reasonable period not to exceed one hundred eighty (180) days within which City shall use reasonable efforts to remove the defects; or (2) requesting a refund of the Deposit paid which shall immediately be returned to Buyer. If Buyer fails to so notify City, Buyer shall be deemed to have accepted the title as it then is. If City

is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of the Deposit, thereby releasing Buyer and City from all further obligations under this Agreement except for those obligations which expressly survive termination of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, express or implied, City shall have no obligation whatsoever to correct any title defect of any kind unless City elects to do so, nor shall Buyer be entitled to any reduction in the Purchase Price or set off against the Purchase Price by reason of same. If any title defect is disclosed by Buyer to City, and if City elects not to correct, or fails to correct such title defect within the time periods set forth above, then Buyer shall have the option of (i) accepting title as it then is, or (ii) demanding a refund of all monies paid hereunder which forthwith be returned to Buyer and thereupon Buyer and City shall be released of all further obligation under this Agreement.

5. Waiver of Due Diligence Period; City's Representations. Buyer acknowledges that it has had the opportunity to undertake any studies, inspections or investigations of the Property as Buyer deemed necessary to evaluate the physical condition or any other condition of the Property. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such inspections and investigations, Buyer has knowingly and voluntarily done so. It is understood by the parties that City does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in City's files or in any documents produced by City or any of its agents, including, without limitation, any environmental audit or report. Buyer acknowledges that City and City's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of City in connection with the purchase of the Property shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.

6. City's Conditions to Closing. City shall have obtained from the City Commission proper approval, in City's judgment, for the disposition of the Property to Buyer upon the terms and conditions set forth in this Agreement.

7. Property Conveyed "As Is". It is understood and agreed that, except as may be otherwise herein specifically provided, the City does not make, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including but not limited to, (i) warranties or representations as to matters of title (other than the City's warranty of title set forth in the deed to be delivered at Closing), (ii) zoning, (iii) tax consequences, (iv) physical or environmental conditions, (v) availability of access, (vi) ingress or egress, (vii) operating history or projections, (viii) valuation, (ix) governmental approvals, (x) governmental regulations, or (xi) any other matter or thing relating to or affecting the Property including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability, or fitness for a particular use or purpose of the Property; (b) the manner or quality of the construction or materials incorporated into any of the Property; and (c) the manner, quality, state of repair or lack of repair of the Property. Buyer agrees that with respect to the purchase of the Property and development of the Project, it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City or any employee, officer, or agent of City. The Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise; and that it will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon Closing, shall assume the

risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by its inspections and investigations. The Buyer acknowledges and agrees that upon Closing, the City shall sell and convey to the Buyer and the Buyer shall accept the Property "as is, where is," with all faults; and there are no oral agreements, warranties, or representations (except as herein specifically provided), collateral to or affecting the Property by the City, any agent of the City, or any third party. Buyer further acknowledges that City has no obligation to make repairs, replacements or improvements except as may otherwise be expressly stated herein. The terms and conditions of this section shall expressly survive the Closing and not merge therein and shall be incorporated into the deed. The City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property furnished by the City, or any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein.

8. Prorations. Assessments, improvement liens, rents (whether or not actually collected), interest and costs, if any, and all other proratable items shall be prorated as of midnight on the date preceding the Closing. As Seller is a tax exempt entity, no real estate taxes are due as of the Closing Date.

9. Improvement Liens. Certified, confirmed or ratified liens for governmental improvements which are completed as of the date of Closing, if any, shall be paid in full by City. Certified, confirmed or ratified liens for governmental improvements which have not been completed as of the date of Closing, and pending liens for governmental improvements as of the date of Closing, shall be assumed by the Buyer. If the improvement has been substantially completed as of the Effective Date, any pending lien shall be considered certified, confirmed or satisfied and City shall, at Closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

10. Closing Costs. All closing costs, including but not limited to documentary stamps due on the special warranty deed of conveyance and the cost to record the closing documents, shall be paid by Buyer.

11. Closing. The closing (the "Closing") shall be held at City Hall in the City of West Palm Beach within sixty (60) days following the Effective Date (the "Closing Date").

At Closing, City shall execute and deliver to Buyer the following closing documents:

- a. special warranty deed subject to easements, restrictions, limitations and covenants of record;
- b. a mechanic's lien affidavit;
- c. a non-foreign affidavit or certificate; and
- d. Appropriate evidence of City's authority to sell and convey the Property, and such other evidence of authority and good standing with respect to City as may be required by the title insurer.

At Closing, Buyer shall deliver to City the Purchase Price as defined herein.

City and Buyer shall execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

12. Brokers. The parties each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees arising out of the transaction contemplated by this Agreement. Each party shall indemnify, defend and hold the other party harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of that party's conduct or the inaccuracy of the foregoing representation and warranty. The provisions of this Section shall survive the Closing and any cancellation or termination of this Agreement.

13. Default Provisions: liquidated Damages.

- a. **Buyer's Default.** In the event of the failure or refusal of the Buyer to close this transaction, in accordance with the terms of this Agreement, City shall be entitled to receive the Deposit, together with all interest accrued thereon, as agreed, as liquidated damages for said breach, whereupon the parties shall be relieved of all further obligations hereunder, except those obligations specifically stated to survive termination hereto.
- b. **Liquidated Damages.** The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by City as a result of Buyer's failure to complete the purchase of the Property pursuant to this Agreement, and that under the circumstances existing as of the date of this Agreement, the Liquidated Damages provided for in this Section represents a reasonable estimate of the damages which City will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages pursuant to applicable Florida law.
- c. **City's Default.** In the event City fails to perform any act required to be performed by City pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to City written notice of such breach, which notice shall set forth complete information about the nature of the breach. City shall have a period of ten (10) days to cure such breach. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole remedies shall be to either: (i) cancel this Agreement, in which event the Deposit shall be returned to Buyer; (ii) bring an action for specific performance of this Agreement; or (iii) bring a cause of action against the City for money damages, provided however that City desires to enter into this Agreement only if in doing so City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Buyer hereby expresses its willingness to enter into this Agreement with a \$1,000 limitation on recovery for any damage action for breach of contract. Accordingly Buyer hereby agrees that the City shall not be liable to Buyer for damages in an amount in excess of \$1,000 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section

768.28. As material consideration to City's entering into this Agreement with Buyer, Buyer expressly waives any right to record or file a lis pendens or a notice of pendency of action or similar notice against all of any portion of this Property.

14. No Contesting Liquidated Damages. As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made.

15. Assignability. Buyer shall be not be entitled to assign its rights nor delegate its obligations hereunder, without obtaining City's prior written consent, which consent may be withheld in its sole discretion. In no event shall any assignment relieve Buyer from its obligations under this Agreement.

16. Representations and Warranties of Buyer. Buyer represents and warrants the following:

- a. If Buyer is other than an individual, Buyer is duly organized, validly existing and in good standing under the laws of the state of its formation.
- b. Buyer has full power and authority to enter into this Agreement and to perform all obligations pursuant to the terms of this Agreement.
- c. There is no pending or threatened litigation against Buyer that would affect his ability to purchase the Property pursuant to the terms of this Agreement.
- d. There are no other agreements between Buyer and any third party which conflict with this Agreement or which would prohibit Buyer from carrying out the terms, provisions and conditions of this Agreement.

17. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage-prepaid envelope, and addressed as follows:

If to the Buyer at: Department of Engineering and Public Works
P. O. Box 21229
West Palm Beach, FL 33416-1229
Attn: Omelio Fernandez, P.E.

If to the City at: City of West Palm Beach
200 Second Street, P.O. Box 3366
West Palm Beach, FL 33402
Attn: Lois J. Frankel, Mayor

With a copy to: City of West Palm Beach
200 Second Street, P.O. Box 3366
West Palm Beach, FL 33402
Attn: Claudia M. McKenna, City Attorney

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U. S. mail.

18. Risk of Loss. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing, Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the Deposit, together with all interest accrued thereon, whereupon both parties shall be relieved of all further obligations under this Agreement, except those obligations set forth herein; or (ii) Buyer may proceed with Closing in which case Buyer shall be entitled to any condemnation awards and settlements.

19. Miscellaneous.

- a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, and any action brought to enforce any of the terms hereof shall be brought in Palm Beach County, Florida.
- b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.
- d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- e. Time shall be of the essence for each and every provision hereof
- f. Neither this Agreement nor a memorandum hereof may be recorded in the public records of Palm Beach County, Florida.
- g. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.
- h. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- i. Whenever the word "days" or "period" is used throughout this Agreement, it shall mean calendar days unless otherwise specifically stated.
- j. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against anyone of the parties hereto.

20. Escrow Agent. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby hold the Escrow Agent harmless from and against any loss, liability, claim, or damage whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) the Escrow Agent may incur or to which it may be exposed in its capacity as escrow agent hereunder except for gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The Escrow Agent shall not be liable for any failure of the depository.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

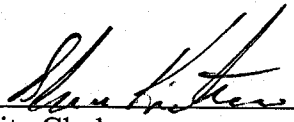
22. Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that: (i) Buyer shall have full power over, and exclusive control of, the Property once conveyed pursuant to the Purchase and Sale Agreement subject only to the rights, limitations and obligations of applicable law; and (ii) the relationship of the parties is contractual in nature, and that the City is not a joint venturer, partner or agent of Buyer. No third party shall be deemed a third party beneficiary of this Agreement, nor shall the same be enforceable by any such third party.

23. Waiver of Jury Trial. The parties hereby knowingly, voluntarily, intentionally and irrevocably waive any right either party may have to a jury trial in each and every jurisdiction and any action, proceeding or counterclaim brought by either of the parties hereto against the other or their respective successors or assigns in respect to any matter arising out of or in connection with this Agreement.

24. Attorney's Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court cost, in addition to any other relief awarded by the court.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

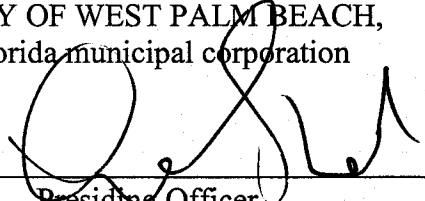
Attest:



City Clerk

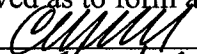
SELLER:

CITY OF WEST PALM BEACH,
a Florida municipal corporation

By: 

Presiding Officer

City Attorney's Office
Approved as to form and legal sufficiency

By: 

Date: 5/22/06

BUYER:

Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

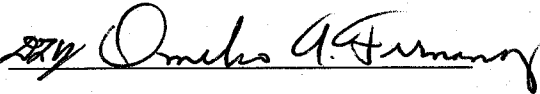
By: _____
Tony Masilotti, Chairman

SEAL

ATTEST: Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
(Deputy Clerk)

APPROVED AS TO TERMS AND
CONDITIONS:

By: 

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

By: _____
Assistant County Attorney

PARCEL 400

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE SOUTH LINE OF SECTION 21 HAVING A BEARING OF S89°10'19"E
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.
5. ABBREVIATIONS: P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; O.R.B. = OFFICIAL RECORDS BOOK; D.B. = DEED BOOK; R/W = RIGHT-OF-WAY; SEC. = SECTION; TWP. = TOWNSHIP; RGE. = RANGE

DESCRIPTION:

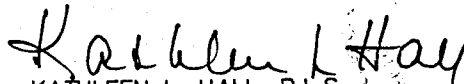
A PORTION OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE S89°10'19"E, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 403.44 FEET; THENCE N00°49'41"E, 53.00 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 1076, PAGE 523; OFFICIAL RECORDS BOOK 2026, PAGE 1519; AND OFFICIAL RECORDS BOOK 2026, PAGE 1523 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N76°13'15"W, ALONG THE EXISTING RIGHT-OF-WAY LINE FOR INTERSTATE 95 AS DESCRIBED IN OFFICIAL RECORDS BOOK 9942, PAGE 304 OF SAID PUBLIC RECORDS, A DISTANCE OF 91.74 FEET; THENCE S88°12'54"E, 228.14 FEET; THENCE S89°10'19"E, ALONG A LINE 69.75 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH LINE OF SECTION 21, A DISTANCE OF 121.64 FEET TO A POINT ON SAID EXISTING RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 2026, PAGE 1519 OF SAID PUBLIC RECORDS); THENCE S00°49'41"W, ALONG SAID RIGHT-OF-WAY LINE, 16.75 FEET; THENCE N89°10'19"W, ALONG AFORESAID EXISTING RIGHT-OF-WAY LINE, 260.34 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 5,374 SQUARE FEET (0.12 ACRES), MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON FEBRUARY 27, 2004.


KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103

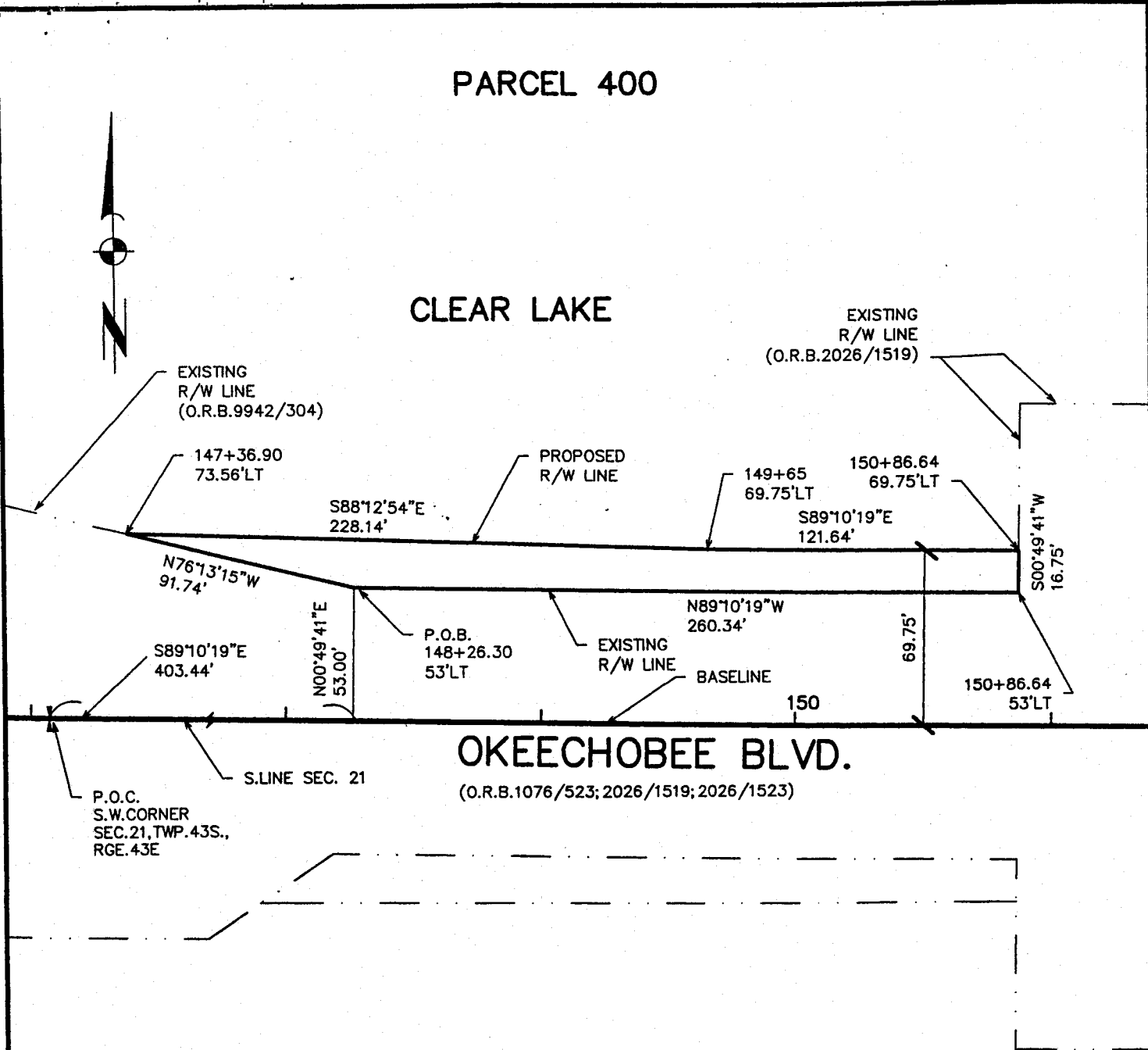
KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487
TEL.(561) 443-0426 FAX.(561) 443-0429
FLORIDA L.B. #6555

REV.: 6/22/04
REV.: 4/19/04
SCALE: 1" = 60'
DATE: 2/27/04
SHEET 1 OF 2
JOB NO.: 3548

PARCEL 400

CLEAR LAKE



P.O.C.
S.W. CORNER
SEC. 21, TWP. 43S.,
RGE. 43E

S. LINE SEC. 21

OKEECHOBEE BLVD.

(O.R.B. 1076/523; 2026/1519; 2026/1523)

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487

TEL. (561) 443-0426 FAX. (561) 443-0429
FLORIDA L.B. #6555

SCALE: 1" = 60'
DATE: 2/27/04
SHEET 2 OF 2
JOB NO.: 3548

PARCEL 401

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE NORTH LINE OF SECTION 28 HAVING A BEARING OF S89°10'19"E
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.
5. ABBREVIATIONS: P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; O.R.B. = OFFICIAL RECORDS BOOK; D.B. = DEED BOOK; R/W = RIGHT-OF-WAY; SEC. = SECTION; TWP. = TOWNSHIP; RGE. = RANGE

DESCRIPTION:

A PORTION OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S89°10'19"E, ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 396.04 FEET; THENCE S00°49'41"W, 53.00 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 1076, PAGE 523; OFFICIAL RECORDS BOOK 2026, PAGE 1516; AND OFFICIAL RECORDS BOOK 2026, PAGE 1523 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°10'19"E, ALONG SAID RIGHT-OF-WAY LINE, 267.74 FEET TO A POINT ON SAID EXISTING RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 2026, PAGE 1523 OF SAID PUBLIC RECORDS); THENCE S00°49'41"W, ALONG SAID RIGHT-OF-WAY LINE, 21.60 FEET; THENCE N75°40'15"W, 20.77 FEET; THENCE N89°10'19"W, ALONG A LINE 69.75 FEET SOUTH OF AND PARALLEL WITH AFORESAID NORTH LINE OF SECTION 28, A DISTANCE OF 101.34 FEET; THENCE S89°52'29"W, 174.15 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF INTERSTATE 95 (PER OFFICIAL RECORDS BOOK 9942, PAGE 304 OF SAID PUBLIC RECORDS); THENCE N55°42'00"E, ALONG SAID RIGHT-OF-WAY LINE, 34.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 4,979 SQUARE FEET (0.11 ACRES), MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON FEBRUARY 27, 2004.

Kathleen L. Hall

KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487
TEL.(561) 443-0426 FAX.(561) 443-0429
FLORIDA L.B. #6555

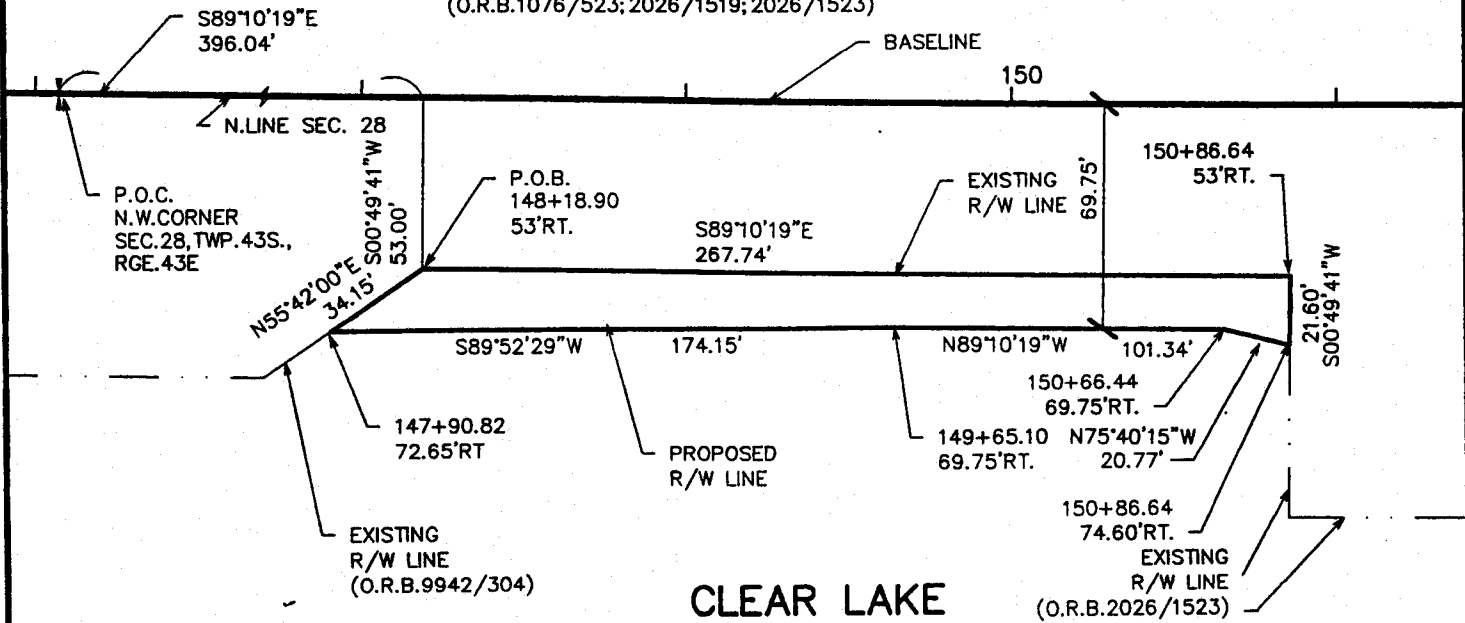
REV.: 6/22/04
REV.: 4/19/04
SCALE: 1" = 60'
DATE: 2/25/04
SHEET 1 OF 2
REV.: 10/5/04
REV.: 8/25/04
JOB NO.: 3548

PARCEL 401



OKEECHOBEE BLVD.

(O.R.B.1076/523; 2026/1519; 2026/1523)



KATHLEEN L. HALL LAND SURVEYING, INC.

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BOCA RATON, FL. 33487
TEL.(561) 443-0426 FAX.(561) 443-0429
FLORIDA L.B. #6555

SCALE:1" = 60'
DATE:2/27/04
SHEET 2 OF 2
JOB NO.:3548

**PURCHASE AND SALE AGREEMENT
(PARCELS 102 & 104)**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2006, by and between the **CITY OF WEST PALM BEACH**, Florida municipal corporation, 200 Second Street, West Palm Beach, Florida 33401 (the "City"), and the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "Buyer").

WITNESSETH:

WHEREAS, the City is the owner of two (2) parcels of land located in the City of West Palm Beach, County of Palm Beach, State of Florida, which are more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, the parties wish to enter into an agreement whereby the City shall convey the Property to Buyer subject to the fulfillment of certain enumerated conditions as set forth herein.

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

1. **Purchase and Sale.** City agrees to sell to Buyer, and Buyer agrees to purchase from City the Property on the terms and conditions hereinafter set forth.
2. **Purchase Price.** The purchase price to be paid by Buyer to City for the Property is Ten Dollars (\$10.00).
3. **Effective Date.** The effective date hereof ("Effective Date") shall be thirty-one (31) days following approval of this Agreement by the City Commission, subject to the initiative process set forth in Article VI of the City Charter.
4. **Title.** Buyer may obtain, at its expense, within ten (10) days of the Effective Date, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's title to the Property. City shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications which do not render title unmarketable. Marketable title shall be determined in accordance with applicable Title Standards adopted by authority of The Florida Bar and in accordance with Florida law. Buyer shall have five (5) days (the "Title Review Period") from receipt of the title commitment to examine it and, if the title commitment reveals any matters that render title unmarketable, to notify City in writing specifying any such defect(s). If City elects to remove such defects, City will have one hundred twenty (120) days from receipt of notice to remove such defects, failing which Buyer shall, within five (5) business days after expiration of the one hundred twenty (120) day period, deliver written notice to City either: (1) extending the time for a reasonable period not to exceed one hundred eighty (180) days within which City shall use reasonable efforts to remove the defects; or (2) requesting a refund of the Deposit paid which shall immediately be returned to Buyer. If Buyer fails to so notify City, Buyer shall be deemed to have accepted the title as it then is. If City

is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or terminate this Agreement, thereby releasing Buyer and City from all further obligations hereunder except for those obligations which expressly survive termination.

Notwithstanding any provision in this Agreement to the contrary, express or implied, City shall have no obligation whatsoever to correct any title defect of any kind unless City elects to do so, nor shall Buyer be entitled to any reduction in the Purchase Price or set off against the Purchase Price by reason of same. If any title defect is disclosed by Buyer to City, and if City elects not to correct, or fails to correct such title defect within the time periods set forth above, then Buyer shall have the option of (i) accepting title as it then is, or (ii) terminating this Agreement and thereupon Buyer and City shall be released of all further obligations hereunder.

5. Waiver of Due Diligence Period; City's Representations. Buyer acknowledges that it has had the opportunity to undertake any studies, inspections or investigations of the Property as Buyer deemed necessary to evaluate the physical condition or any other condition of the Property. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such inspections and investigations, Buyer has knowingly and voluntarily done so. It is understood by the parties that City does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in City's files or in any documents produced by City or any of its agents, including, without limitation, any environmental audit or report. Buyer acknowledges that City and City's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of City in connection with the purchase of the Property shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.

6. City's Conditions to Closing. City shall have obtained from the City Commission proper approval, in City's judgment, for the disposition of the Property to Buyer upon the terms and conditions set forth in this Agreement.

7. Property Conveyed "As Is". It is understood and agreed that, except as may be otherwise herein specifically provided, the City does not make, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including but not limited to, (i) warranties or representations as to matters of title (ii) zoning, (iii) tax consequences, (iv) physical or environmental conditions, (v) availability of access, (vi) ingress or egress, (vii) operating history or projections, (viii) valuation, (ix) governmental approvals, (x) governmental regulations, or (xi) any other matter or thing relating to or affecting the Property including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability, or fitness for a particular use or purpose of the Property; (b) the manner or quality of the construction or materials incorporated into any of the Property; and (c) the manner, quality, state of repair or lack of repair of the Property. Buyer agrees that with respect to the purchase of the Property and development of the Project, it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City or any employee, officer, or agent of City. The Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise; and that it will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon Closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by its inspections and investigations. The Buyer acknowledges and agrees that upon Closing, the City shall sell and convey to the Buyer

and the Buyer shall accept the Property "as is, where is," with all faults; and there are no oral agreements, warranties, or representations (except as herein specifically provided), collateral to or affecting the Property by the City, any agent of the City, or any third party. Buyer further acknowledges that City has no obligation to make repairs, replacements or improvements except as may otherwise be expressly stated herein. The terms and conditions of this section shall expressly survive the Closing and not merge therein and shall be incorporated into the deed. The City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property furnished by the City, or any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein.

8. Prorations. Assessments, improvement liens, rents (whether or not actually collected), interest and costs, if any, and all other proratable items shall be prorated as of midnight on the date preceding the Closing. As Seller is a tax exempt entity, no real estate taxes are due as of the Closing Date.

9. Improvement Liens. Certified, confirmed or ratified liens for governmental improvements which are completed as of the date of Closing, if any, shall be paid in full by City. Certified, confirmed or ratified liens for governmental improvements which have not been completed as of the date of Closing, and pending liens for governmental improvements as of the date of Closing, shall be assumed by the Buyer. If the improvement has been substantially completed as of the Effective Date, any pending lien shall be considered certified, confirmed or satisfied and City shall, at Closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

10. Closing Costs. All closing costs, including but not limited to documentary stamps due on the special warranty deed of conveyance and the cost to record the closing documents, shall be paid by Buyer.

11. Closing. The closing (the "Closing") shall be held at City Hall in the City of West Palm Beach within sixty (60) days following the Effective Date (the "Closing Date").

At Closing, City shall execute and deliver to Buyer the following closing documents:

- a. Quit-claim deed subject to easements, restrictions, limitations and covenants of record;
- b. a mechanic's lien affidavit;
- c. a non-foreign affidavit or certificate; and
- d. Appropriate evidence of City's authority to sell and convey the Property, and such other evidence of authority and good standing with respect to City as may be required by the title insurer.

At Closing, Buyer shall deliver to City the Purchase Price as defined herein.

City and Buyer shall execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

12. Brokers. The parties each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees arising out of the transaction contemplated by this Agreement. Each party shall indemnify, defend and hold the other party harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including, without

limitation, reasonable attorneys' fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of that party's conduct or the inaccuracy of the foregoing representation and warranty. The provisions of this Section shall survive the Closing and any cancellation or termination of this Agreement.

13. Default Provisions: Liquidated Damages.

- a. Buyer's Default. In the event of the failure or refusal of the Buyer to close this transaction in accordance with the terms of this Agreement, City shall be entitled to terminate this Agreement and the City shall be released of all obligations hereunder.
- b. City's Default. In the event City fails to perform any act required to be performed by City pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to City written notice of such breach, which notice shall set forth complete information about the nature of the breach. City shall have a period of ten (10) days to cure such breach. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole remedies shall be to either: (i) cancel this Agreement, or (ii) bring an action for specific performance of this Agreement. As material consideration to City's entering into this Agreement with Buyer, Buyer expressly waives any right to bring an action for money damages or to record or file a lis pendens or a notice of pendency of action or similar notice against all of any portion of this Property.

14. Assignability. Buyer shall be not be entitled to assign its rights nor delegate its obligations hereunder, without obtaining City's prior written consent, which consent may be withheld in its sole discretion. In no event shall any assignment relieve Buyer from its obligations under this Agreement.

15. Representations and Warranties of Buyer. Buyer represents and warrants the following:

- a. If Buyer is other than an individual, Buyer is duly organized, validly existing and in good standing under the laws of the state of its formation.
- b. Buyer has full power and authority to enter into this Agreement and to perform all obligations pursuant to the terms of this Agreement.
- c. There is no pending or threatened litigation against Buyer that would affect his ability to purchase the Property pursuant to the terms of this Agreement.
- d. There are no other agreements between Buyer and any third party which conflict with this Agreement or which would prohibit Buyer from carrying out the terms, provisions and conditions of this Agreement.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage-prepaid envelope, and addressed as follows:

If to the Buyer at: Department of Engineering and Public Works
P. O. Box 21229
West Palm Beach, FL 33416-1229
Attn: Omelio Fernandez, P.E.

If to the City at: City of West Palm Beach
200 Second Street, P.O. Box 3366
West Palm Beach, FL 33402
Attn: Lois J. Frankel, Mayor

With a copy to: City of West Palm Beach
200 Second Street, P.O. Box 3366
West Palm Beach, FL 33402
Attn: Claudia M. McKenna, City Attorney

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U. S. mail.

17. Risk of Loss. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing, Buyer shall have the option of either: (i) canceling this Agreement whereupon both parties shall be relieved of all further obligations hereunder; or (ii) Buyer may proceed with Closing in which case Buyer shall be entitled to any condemnation awards and settlements.

18. Miscellaneous.

- a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, and any action brought to enforce any of the terms hereof shall be brought in Palm Beach County, Florida.
- b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.
- d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- e. Time shall be of the essence for each and every provision hereof
- f. Neither this Agreement nor a memorandum hereof may be recorded in the public records of Palm Beach County, Florida.

- g. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.
- h. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- i. Whenever the word "days" or "period" is used throughout this Agreement, it shall mean calendar days unless otherwise specifically stated.
- j. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against anyone of the parties hereto.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

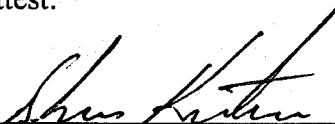
20. Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that: (i) Buyer shall have full power over, and exclusive control of, the Property once conveyed pursuant to the Purchase and Sale Agreement subject only to the rights, limitations and obligations of applicable law; and (ii) the relationship of the parties is contractual in nature, and that the City is not a joint venturer, partner or agent of Buyer. No third party shall be deemed a third party beneficiary of this Agreement, nor shall the same be enforceable by any such third party.

21. Waiver of Jury Trial. The parties hereby knowingly, voluntarily, intentionally and irrevocably waive any right either party may have to a jury trial in each and every jurisdiction and any action, proceeding or counterclaim brought by either of the parties hereto against the other or their respective successors or assigns in respect to any matter arising out of or in connection with this Agreement.

22. Attorney's Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court cost, in addition to any other relief awarded by the court.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

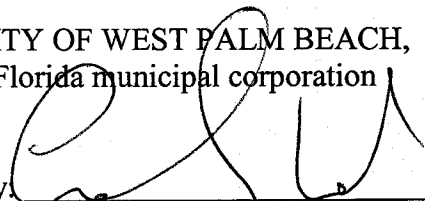
Attest:



City Clerk

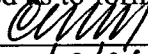
SELLER:

CITY OF WEST PALM BEACH,
a Florida municipal corporation

By: 

Presiding Officer

City Attorney's Office
Approved as to form and legal sufficiency

By: 

Date: 6/19/06

BUYER:

Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

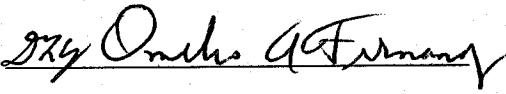
By: _____
Tony Masilotti, Chairman

SEAL

ATTEST: Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
(Deputy Clerk)

APPROVED AS TO TERMS AND
CONDITIONS:

By: 

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

By: _____
Assistant County Attorney

PARCEL 102

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BLVD. HAVING A BEARING OF S80°54'03"W
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.
5. ABBREVIATIONS: P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; P.T. = POINT OF TANGENCY; O.R.B. = OFFICIAL RECORDS BOOK; R = RADIUS; A = ARC LENGTH; Δ = DELTA ANGLE; C.B. = CHORD BEARING; R/W = RIGHT-OF-WAY; P.B. = PLAT BOOK

DESCRIPTION:

A PORTION OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE N89°10'19"W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 480.18 FEET; THENCE N00°49'41"E, 76.72 FEET A POINT ON THE ARC OF A NON-TANGENT CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 659.00 FEET, A DELTA OF 7°09'24", A CHORD BEARING OF S75°44'13"W, FOR AN ARC DISTANCE OF 82.31 FEET; THENCE S72°28'53"W, 9.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 1076, PAGE 532; OFFICIAL RECORDS BOOK 1076, PAGE 523; OFFICIAL RECORDS BOOK 1076, PAGE 241; OFFICIAL RECORDS BOOK 1060, PAGE 239; OFFICIAL RECORDS BOOK 2038, PAGE 331; AND OFFICIAL RECORDS BOOK 2026, PAGE 1523 OF SAID PUBLIC RECORDS); THENCE N18°24'15"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 9.93 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 667.00 FEET, A DELTA OF 08°08'26", A CHORD BEARING OF N75°24'20"E, FOR AN ARC DISTANCE OF 94.77 FEET; THENCE S00°49'41"W, 10.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 937 SQUARE FEET (0.021 ACRES), MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 20, 2005.

Kathleen L. Hall

KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487

TEL.(561) 443-0426 FAX.(561) 443-0429
FLORIDA L.B. #6555

DATE: 9/20/05
SHEET 1 OF 2
JOB NO.:3548

PARCEL 102

COMMERCIAL TRACT "A"
CLEARWATER PARK
(P.B. 33/120 & 121)

AUSTRALIAN AVE.
(ORB 2026/1519)



ELY.R/W LINE

OKEECHOBEE BLVD.
(ORB 1076/523; 1076/241;
1076/532; 1060/239; 2038/331; 2026/1523)

R=667'
A=94.77'
Δ=8°08'26"
C.B.=N75°24'20"E R=720'

N71°20'07"E
BASELINE

P.T.
164+99.99

+02.29 S00°49'41"W
53'RT. 10.29'

+99.99
53'RT.

N18°24'15"W
9.93'

R=720'

P.T.
162+88.63

S.LINE
SEC. 21

9.04'
S72°28'53"W

P.O.B.
+00.07,63.09'RT.

76.72'
N00°49'41"E

N89°10'19"W
480.18'

+09.85
63.05'RT.

P.O.C.
S1/4 CORNER
SEC.21,TWP.43S.,RGE.43E.

R=659'
A=82.31'
Δ=7°09'24"
C.B.=S75°44'13"W

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487
TEL.(561) 443-0426 FAX.(561) 443-0429
FLORIDA L.B. #6555

SCALE: 1" = 100'

SHEET 2 OF 2
JOB NO.: 3548

PARCEL 104

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BLVD. HAVING A BEARING OF S80°54'03"W
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.
5. ABBREVIATIONS: P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; P.T. = POINT OF TANGENCY; O.R.B. = OFFICIAL RECORDS BOOK; R = RADIUS; A = ARC LENGTH; Δ = DELTA ANGLE; C.B. = CHORD BEARING; R/W = RIGHT-OF-WAY; P.B. = PLAT BOOK

DESCRIPTION:

A PORTION OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF COMMERCIAL TRACT "A", CLEARWATER PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 120 AND 121 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S80°54'03"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL TRACT "A" AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 1076, PAGE 532; OFFICIAL RECORDS BOOK 1076, PAGE 523; OFFICIAL RECORDS BOOK 1076, PAGE 241; AND OFFICIAL RECORDS BOOK 1060, PAGE 239 OF SAID PUBLIC RECORDS), A DISTANCE OF 216.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S80°54'03"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 43.64 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 773.00 FEET, A DELTA OF 9°33'56", AN ARC DISTANCE OF 129.05 FEET; THENCE N18°55'31"W, 22.00 FEET; THENCE S71°20'07"W, 211.26 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 645.00 FEET, A DELTA OF 8°53'58", AN ARC DISTANCE OF 100.18 FEET (THE PREVIOUS FIVE COURSES DESCRIBED BEING COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE); THENCE N33°39'02"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AUSTRALIAN AVENUE (PER OFFICIAL RECORDS BOOK 2026, PAGE 1519 OF SAID PUBLIC RECORDS), A DISTANCE OF 13.73 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 91.00 FEET, A DELTA OF 15°11'12", A CHORD BEARING OF N86°09'35"E, FOR AN ARC DISTANCE OF 24.12 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 648.00 FEET, A DELTA OF 9°32'05", AN ARC DISTANCE OF 107.84 FEET TO A POINT OF TANGENCY; THENCE N69°01'55"E, 150.76 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 814.00 FEET, A DELTA OF 02°27'47", AN ARC DISTANCE OF 34.99 FEET TO A POINT OF INTERSECTION WITH AFORESAID SOUTH LINE OF COMMERCIAL TRACT "A", SAID POINT ALSO BEING A POINT ON THE ARC OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY, ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET, A DELTA OF 11°44'36", A CHORD BEARING OF S85°14'42"E, FOR AN ARC DISTANCE OF 30.74 FEET TO A POINT OF TANGENCY; THENCE N88°53'00"E, ALONG SAID SOUTH LINE, 148.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 6,518 SQUARE FEET (0.150 ACRES), MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 20, 2005.

Kathleen Hall

KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N

BOCA RATON, FL. 33487

TEL.(561) 443-0426 FAX.(561) 443-0429

FLORIDA L.B. #6555

REV. 10/19/05
DATE: 9/20/05
SHEET 1 OF 2
JOB NO.:3548

This Instrument Prepared by
And Should Be Returned to:
Hal R. Bradford, Esq.
City Attorney's Office
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33402

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made and entered into this ____ day of _____, 2006, between the CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, whose address is 200 2nd Street, West Palm Beach, Florida 33401 ("Grantor") and the PALM BEACH COUNTY, a political subdivision of the State of Florida organized and existing under the laws of the State of Florida, whose address is _____ ("Grantee").

WHEREAS, Grantee is engaged in the widening of Okeechobee Boulevard from Australian Avenue to Parker/Tamarind Avenue; and

WHEREAS, in order to provide drainage for the roadway, it will be necessary for Grantee to install stormwater conveyance facilities consisting of pipes, structures and appurtenant facilities ("Facilities") on that portion of Grantor's property described in Exhibit "A" attached hereto (the "Easement Property"); and

WHEREAS, Grantee desires to use the Easement Property for the purpose of the installation and maintenance by Grantee of the Facilities.

W I T N E S S E T H:

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its agents, successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual drainage easement in, on, over, under and across the Easement Property.

1. This Easement shall permit the Grantee, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, maintain, service, remove, relocate, repair, replace and improve the Facilities. Grantor reserves all rights of ownership in and to the Easement Property which are not inconsistent with the Easement granted hereby, including, without limitation, the right to grant further easements on, over or across the Easement Property, provided, however, that no further

easement hereinafter granted by Grantor shall permit a use which materially interferes with the easement provided for herein.

2. The Grantee shall keep the Easement Property free from trash, debris and safety hazards directly resulting from the Grantee's use of the Easement Property as herein provided. The Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the Grantee's use of the Easement Property as permitted hereby. The Grantee shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

3. Failure to use the Easement Property or the abandonment of the Easement Property shall constitute a termination of this Easement.

4. This Easement shall run with the land and shall be binding upon the Grantor, and Grantor's successors and assigns unless or until this Easement is terminated as hereinabove provided.

5. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all injury, loss, cost, damage, expense, action, threat, demand, suit, proceeding, judgment, or liability of any nature whatsoever arising out of Grantee's negligent or wrongful act or omission in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

6. Grantee shall cause its contractors to maintain and keep in full force and effect Commercial Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The Commercial Liability policy shall include coverage for the Easement Area, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Except for Workers Compensation, all insurance policies shall name Grantor as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by Grantor. A Certificate of Insurance evidencing such insurance coverage shall be provided to Grantor prior to the Commencement of any work pursuant to this Easement.

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year first above written.

WITNESSES:

[Signature]
Witness Signature
BLANE KAUTHEH
Printed Name

[Signature]
Witness Signature
Florence M. Warren
Printed Name

GRANTOR:

THE CITY OF WEST PALM BEACH, FLORIDA

By: [Signature]
Lois J. Frankel, Mayor

City Attorney's Office
Approved as to form
and legal sufficiency
By: [Signature]
Date: 6/19/06

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2006 by Lois J. Frankel, the Mayor of the City of West Palm Beach, Florida. She is personally known to me and did (did not) take an oath.

[Signature]
Notary Public

My commission expires:
Linda L. Schaefer
MY COMMISSION # DD219831 EXPIRES
June 4, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

GRANTEE:
Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

By: _____
Tony Masilotti, Chairman

SEAL

ATTEST: Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
(Deputy Clerk)

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Sharon R. Bock*

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

By: _____
Assistant County Attorney

DRAINAGE EASEMENT

PARCEL 201

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BLVD. HAVING A BEARING OF S80°54'03"W
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.
5. ABBREVIATIONS: P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; P.T. = POINT OF TANGENCY; O.R.B. = OFFICIAL RECORDS BOOK; R = RADIUS; A = ARC LENGTH; Δ = DELTA ANGLE; C.B. = CHORD BEARING; R/W = RIGHT-OF-WAY; P.B. = PLAT BOOK

DESCRIPTION:

A PORTION OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE N89°10'19"W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 480.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°10'19"W, ALONG SAID SECTION LINE, 238.79 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER OFFICIAL RECORDS BOOK 1076, PAGE 523; BOOK 1076, PAGE 241; BOOK 1076, PAGE 532; BOOK 1060, PAGE 239; BOOK 2038, PAGE 331; AND BOOK 2026, PAGE 1523 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE N68°05'08"E, ALONG SAID RIGHT-OF-WAY LINE, 33.09 FEET; THENCE S63°21'13"E, 20.83 FEET; THENCE N71°20'07"E, 111.90 FEET; THENCE N18°24'15"W, 12.07 FEET; THENCE N72°28'53"E, 9.04 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 659.00 FEET, A DELTA OF 07°09'24", A CHORD BEARING OF N75°44'13"E, FOR AN ARC DISTANCE OF 82.31 FEET (THE PRECEDING SIX COURSES DESCRIBED BEING COINCIDENT WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE); THENCE S00°49'41"W, 76.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 8,302 SQUARE FEET (0.191 ACRES), MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON OCTOBER 7, 2005.


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REV. 10/19/05
DATE: 10/07/05
SHEET 1 OF 2
JOB NO.:3548

DRAINAGE EASEMENT
 PARCEL 201

COMMERCIAL
 TRACT "A"
 CLEARWATER PARK
 (P.B. 33/120 & 121)



AUSTRALIAN AVE.
 (ORB 2026/1519)

ELY.R/W
 LINE

+87.99
 75'RT.

OKEECHOBEE BLVD.
 (ORB 1076/523;1076/241;
 1076/532;1060/239; 2038/331;2026/1523)

+09.85
 63.05'RT.

R=720'

EXISTING SLY.
 R/W LINE

+73.34
 60.19'RT.

N71°20'07"E
 BASELINE

P.T.
 164+99.99

+99.94

62.93'RT.

N18°24'15"W
 12.07'

R=720'

S63°21'13"E
 20.83'

P.T.
 162+88.63
 N68°05'08"E
 33.09'

N71°20'07"E
 111.90'

R=720'

+00.07,63.09'RT.

S.LINE
 SEC. 21

238.79'
 N89°10'19"W

N89°10'19"W
 480.18'

+40.30
 62.07'RT.

+99.89
 75'RT.

9.04'
 N72°28'53"E

P.O.B.
 +81.09
 138.06'RT. P.O.C.
 S1/4 CORNER
 SEC.21,TWP.43S.,RGE.43E.

R=659'
 A=82.31'
 Δ=7°09'24"
 C.B.=N75°44'13"E

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SCALE: 1" = 100'

SHEET 2 OF 2
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