

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 [] **Consent** [X] **Regular**

 [] **Workshop** [] **Public Hearing**

Department:

Submitted By: Scripps Program

Submitted For: Scripps Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve an Agreement for Purchase and Sale with Sorel L. Bergman and Harriet E. Zelenka, Co-Trustees, for oil and mineral rights on the 70 acre Briger parcel in the amount of \$210,000; and

B) direct staff to close upon acquisition of the Briger parcel simultaneously with closing upon the oil and mineral rights and ratify and confirm the Agreement for Donation and Purchase and Sale with the Lester Family Investments L.P. (R2006-0423), as amended.

Summary: On February 28, 2006, the Board of County Commissioners approved an Agreement for Donation and Purchase and Sale with the Lester Family Investments L.P. (R2006-0423) for the acquisition of 70 acres of property known as the Briger parcel for the Scripps Research Institute Phase II facilities, as amended by an Amendment to Agreement (R2006-0903) approved by the Board May 16, 2006 (the "Agreement"). The Agreement gave the County ninety (90) days within which to perform due diligence on the property and stated that the sale will be as-is. During the due diligence period, staff learned that a third party, Sorel L. Bergman and Harriet E. Zelenka, as Co-Trustees, owned a 25% oil and mineral rights interest in the property and the Lester Family Investments, L.P. owned a 75% interest. The Lester Family will convey their oil and mineral rights interest to the County at closing. The remaining 25% interest needs to be acquired to provide clear title to the property to Scripps. Countywide (HJF)

Background and Policy Issues: On May 2, 2006 (R2006-0803), the Board of County Commissioners approved the Grant Agreement with the Scripps Research Institute. The Grant Agreement requires the County to use best efforts to close on the 70 acre Briger parcel. The Grant Agreement required the County to provide to Scripps site due diligence material on the Briger parcel to permit Scripps to determine if the information revealed any matter that would prevent or materially impair the use of the property for the intended improvements by Scripps and requires the County to resolve any matters to the reasonable satisfaction of Scripps. Scripps is requiring the County to obtain clear title to the property. (Cont'd)

Attachments:

1. Agreement
2. Disclosure of Beneficial Interest

Recommended by: _____
 Department Director Date
 Approved by: Shannon B. LeBocque 11/16/06
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$210,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$210,000	_____	_____	_____	_____

ADDITIONAL FT

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Edizaluth Blasen 11/17/06
OFMB
Dr. J. Jacoby 11/17/06
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 11/16/06
Assistant County Attorney
Agreement not signed at time
of CAO review.

This Contract complies with our
contract review requirements.

At the time of CAO's
review, the documents were
not executed and the
appraisal information was
not provided.

C. Other Department Review:

Department Director

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Background and Policy Issues (Cont'd): Staff obtained an appraisal prepared by Anderson and Carr of the 25% oil and mineral rights interest being acquired from Bergman/Zelenka which indicates a value of \$210,000. Staff also obtained two appraisals of the 40 and 30 acre Briger parcels. One was prepared by Anderson and Carr and indicates a combined value of \$34,375,000. The second was prepared by Calloway and Price and indicates a combined value of \$33,500,000. The average of the Briger parcels appraisals is \$33,937,500.

AGREEMENT FOR PURCHASE AND SALE

between

**PALM BEACH COUNTY,
a political subdivision
of the State of Florida, as Purchaser**

and

**SOREL L. BERGMAN AND HARRIET E.
ZELENKA, as Co-Trustees of that certain
unrecorded trust agreement dated August 31, 1990
as Seller**

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and SOREL L. BERGMAN AND HARRIET E. ZELENKA, as Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990 (hereinafter referred to as the "Seller").

Whereas, Seller owns the Property as hereinafter defined. County staff has threatened to condemn the Property. In lieu of condemnation and to save potentially extraordinary time and expense on behalf of the County given the priority of this matter, Seller has agreed to sell and County has agreed to buy the Property in accordance with the terms and provisions of this Agreement.

WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 8.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.5 **"Permitted Exceptions"** - those exceptions to the title of the Property identified in the Title Commitment attached hereto as Exhibit "B", together with any other title matters that may be accepted in writing by the County in its sole and absolute discretion, together with: (i) covenants, easements and restrictions of record; (ii) matters shown on the plat or otherwise common to the sub-division; and (iii) existing zoning and other governmental restrictions, including, but not limited to governmental restrictions which might otherwise affect the rights of County to enter onto the Real Property and/or explore for, mine, drill and remove said oil and minerals.

1.7 **"Property"** - an undivided 25% interest in all petroleum products, and an undivided 25% interest in all minerals in, upon or under the Real Property, together with the right of entry, ingress and egress to explore for, mine, drill and remove said oil and minerals

1.8 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.9 **"Real Property"** - the real property legally described in Exhibit "A" attached hereto.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, and all right, title, interest, privileges, estates,

tenements, hereditaments, and appurtenances appertaining to the Property.

3. PURCHASE PRICE AND METHOD OF PAYMENT.

3.1 Purchase Price. The purchase price of the Property shall be Two Hundred Ten Thousand Dollars (\$210,000.00).

3.2 Payment of Purchase Price. On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, and prorations as herein provided.

4. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 Except with respect to certain prior threats of condemnation made by County and threats made by the Owner of the Real Property, there is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affect Seller's ability to perform its obligations under this Agreement.

4.3 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or except with respect to certain prior threats of condemnation made by County, to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement.

4.4 Intentionally omitted.

4.5 Intentionally omitted.

4.6 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.7 Intentionally omitted.

4.8 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.9 Intentionally omitted.

4.10 Intentionally omitted.

4.11 Intentionally omitted.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, County shall have the right to terminate this Agreement as its sole remedy. Notwithstanding anything in this Agreement to the contrary, County shall accept the Property in As-Is, Where-Is condition. Seller does not make any representation whatsoever with respect to the Real Property, including, but not limited to, surface rights, possession or environmental.

5. EVIDENCE OF TITLE.

5.1 County has obtained an owner's title insurance commitment (Commitment No. 2610033), issued by a Chicago Title Insurance Company through its agent Southeast Guaranty & Title, Inc. (the "Title Commitment"), wherein such company agrees to issue to the County upon the recording of the Special Warranty Deed to the Property, an owner's title insurance policy in the amount of the Purchase Price, insuring

the marketability of the County's title to the Property, subject only to the Permitted Exceptions. A copy of the Title Commitment is attached hereto as Exhibit "B" and incorporated herein by reference. The cost of said commitment and policy and any premium therefor shall be borne by County.

5.2 County may request, prior to the Closing, an endorsement of the Title Commitment updating it to be effective within fifteen (15) days of the Closing Date. In the event the title endorsement reflects as an exception any matter other than the Permitted Exceptions, such exception shall be deemed to constitute a title defect, and County shall notify Seller, and provided such exception arose as a result of Seller's actions, Seller shall act with diligent effort to remove such exception, which obligation shall not include filing and diligently pursuing litigation. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date if necessary) within which to cure such defects or to make arrangements with the title insurer for the removal of any such objections from the commitment. Seller shall have the option of discharging any such matters at Closing out of the Closing proceeds. If the defect(s) shall not have been so cured or removed from the commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option to: (a) terminate this Agreement, by giving written notice thereof to Seller, in which event the parties shall be relieved of all further obligations hereunder, or (b) accept title to the Property as it then exists and, if such defect arose as a result of Seller's actions and is liquidated in amount, receive a reduction in the Purchase Price due to such defect.

5.3 At or prior to Closing, County shall cause the Title Commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and, if applicable and/or based upon documents and/or surveys to be generated by, and at the expense of, County to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property; (c) easements or claims of easement not shown by the public records; (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

5.4 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

6. MAINTENANCE. N/A

7. CONDITION PRECEDENT TO CLOSING. The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement; and (4) County shall have closed upon its purchase of the Real Property. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

8. CLOSING. The parties agree that the Closing upon the Property shall be consummated as follows:

8.1 Place of Closing. The Closing shall be held at the Property and Real Estate Management Division office, 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406-1544.

8.2 Closing Date. The Closing shall take place simultaneously with the County's acquisition of the Real Property, which is currently anticipated to occur on November 22, 2006. Notwithstanding anything in this agreement to the contrary, in the event that the Closing does not occur on or before January 5, 2007, either party may terminate this agreement, where upon the parties shall be released from all further obligations hereunder.

8.3 Closing Documents. Seller shall be responsible for preparation of all Closing documents. The forms of Closing documents are attached hereto as exhibits. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

8.3.1 Special Warranty Deed. A Special Warranty Deed conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions attached hereto as Exhibit "C".

8.3.2 Quit Claim Deed. A Quit Claim Deed conveying any and all interest Seller may have in and to the Real Property attached hereto as Exhibit "D".

8.3.3 Trustee's Affidavit. The Trustee's Affidavit attached hereto as Exhibit "E".

8.3.4 Affidavit of Seller. The Seller's Affidavits certified to County stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 5 of this Agreement, subject only to the Permitted Exceptions attached hereto as Exhibit "F" and "G".

8.3.5 Non-Foreign Affidavit. Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act attached hereto as Exhibit "G".

8.3.6 Closing Statement. A Closing statement prepared in accordance with the terms hereof.

8.3.7 Additional Documents. Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated and a Seller's Disclosure of Beneficial Interests as required by 286.23, Florida Statutes.

8.4 Possession. At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

8.5 County's Obligations. At Closing, County shall deliver, or cause to be delivered, to Seller the following:

8.5.1 Cash due at Closing. The required payment due in Current Funds as provided elsewhere herein.

9. EXPENSES.

9.1 County shall pay the following expenses at Closing.

9.1.1 All costs and premiums for the owner's title insurance commitment and policy.

9.2 Seller shall pay the following expenses at Closing:

9.2.1 The cost of recording the deed of conveyance.

9.2.2 Documentary Stamps required to be affixed to the deed of conveyance.

9.2.3 All costs necessary to cure title defect(s) or encumbrances which Seller is obligated to cure pursuant to Section 5, other than the Permitted Exceptions, to satisfy or release of record all existing mortgages and liens upon the Property, or otherwise to satisfy the requirements of Section 5 hereof.

9.3 The Seller and County shall each pay their own attorney's fees.

10. PRORATIONS.

10.1 Taxes. Intentionally omitted.

10.2 Assessments N/A

11. CONDEMNATION. Except as otherwise may be filed by County, in the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

12. REAL ESTATE BROKER. Each party represents and warrants to the other party that it 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.

13. 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 (provided in each case a receipt is obtained), 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 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:

13.1 County:

Palm Beach County
Property & Real Estate Management Division
Ross C. Hering, Director
3200 Belvedere Road
Building 1169
West Palm Beach, Florida 33406-1544

With a copy to:

Howard J. Falcon, III, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401

13.2 Seller:

Sorel L. Bergman
Harriet E. Zelenka
C/O Steve Weinstein
Altair Advisers LLC
Independent Investment Counsel
303 W. Madison Street, Suite 600
Chicago, IL 60606

With a copy to:

Robert Lee Shapiro, Esq.
Robert Lee Shapiro, P.A.
2401 PGA Boulevard
Suite 272
Palm Beach Gardens, FL 33410

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.

14. ASSIGNMENT. Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

15. DEFAULT. In the event Seller breaches this agreement, or fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall, in addition to any other

remedies provided at law or in equity, have the right of specific performance thereof.

16. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

17. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

18. TIME OF ESSENCE. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

19. INTEGRATION. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

20. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

21. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

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

23. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

24. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

25. SURVIVAL. The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

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

27. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

28. INCORPORATION BY REFERENCES. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

29. RADON GAS. Radon is a naturally occurring radioactive gas that, when it as 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 testing may be obtained from your County public health unit.

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

Signed, sealed, and delivered
in the presence of:

As to Seller:

(Witness Signature)

(Print Witness Name)

(Witness Signature)

(Print Witness Name)

Date of Execution by Seller:

_____, 2006

"SELLER"

Sorel L. Bergman and Harriet E. Zelenka

By: _____
Sorel L. Bergman, Individually
and as Co-Trustee

By: _____
Harriet E. Zelenka, Individually an
and as Co-Trustee

Date of Execution by County:

_____, 2006

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:

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A"	-	LEGAL DESCRIPTION OF REAL PROPERTY
EXHIBIT "B"	-	TITLE COMMITMENT
EXHIBIT "C"	-	SPECIAL WARRANTY DEED
EXHIBIT "D"	-	QUIT CLAIM DEED
EXHIBIT "E"	-	TRUSTEE'S AFFIDAVIT
EXHIBIT "F"	-	SELLER'S AFFIDAVIT
EXHIBIT "G"	-	PERMITTED EXCEPTIONS

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}57'12''$, AN ARC DISTANCE OF 717.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH $44^{\circ}04'12''$ EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH $00^{\circ}55'48''$ WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH $45^{\circ}55'48''$ WEST, A DISTANCE OF 1046.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}07'48''$, AN ARC DISTANCE OF 46.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}13'00''$, AN ARC DISTANCE OF 28.30 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}35'38''$, AN ARC DISTANCE OF 46.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}26'46''$, AN ARC DISTANCE OF 1387.54 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE NORTH $79^{\circ}53'00''$ EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 1166.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES, MORE OR LESS

PARCEL II

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1140.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE SOUTH $79^{\circ}53'00''$ WEST, ALONG A LINE RADIAL TO THE FOLLOWING CURVE, A DISTANCE OF 1166.96 FEET TO A POINT ON SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 416.79 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}04'12''$ WEST, A DISTANCE OF 1140.00 FEET; THENCE NORTH $44^{\circ}55'47''$ EAST, A DISTANCE OF 56.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $89^{\circ}55'47''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND EASTERLY PROLONGATION, A DISTANCE OF 1086.96 FEET; THENCE SOUTH $45^{\circ}04'12''$ EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS

DESCRIPTION:

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH 00°04'12" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°04'12" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 702.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 82°48'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 201.56 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN DEED BOOK 1036, PAGE 478 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°55'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 242.59 FEET; THENCE NORTH 89°55'48" EAST ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 299.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 16854 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

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SURVEYOR AND MAPPER'S SIGNATURE

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.


RICHARD H. SMITH, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5233

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL



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BPR & FBPE License No: 959 www.lbfh.com

Scale: 1"=200'

Sheet 1 OF 2

Computed: PHB

Checked: RS

Field Book: N/A

Date
7/13/06

DEED REFERENCES ADDED

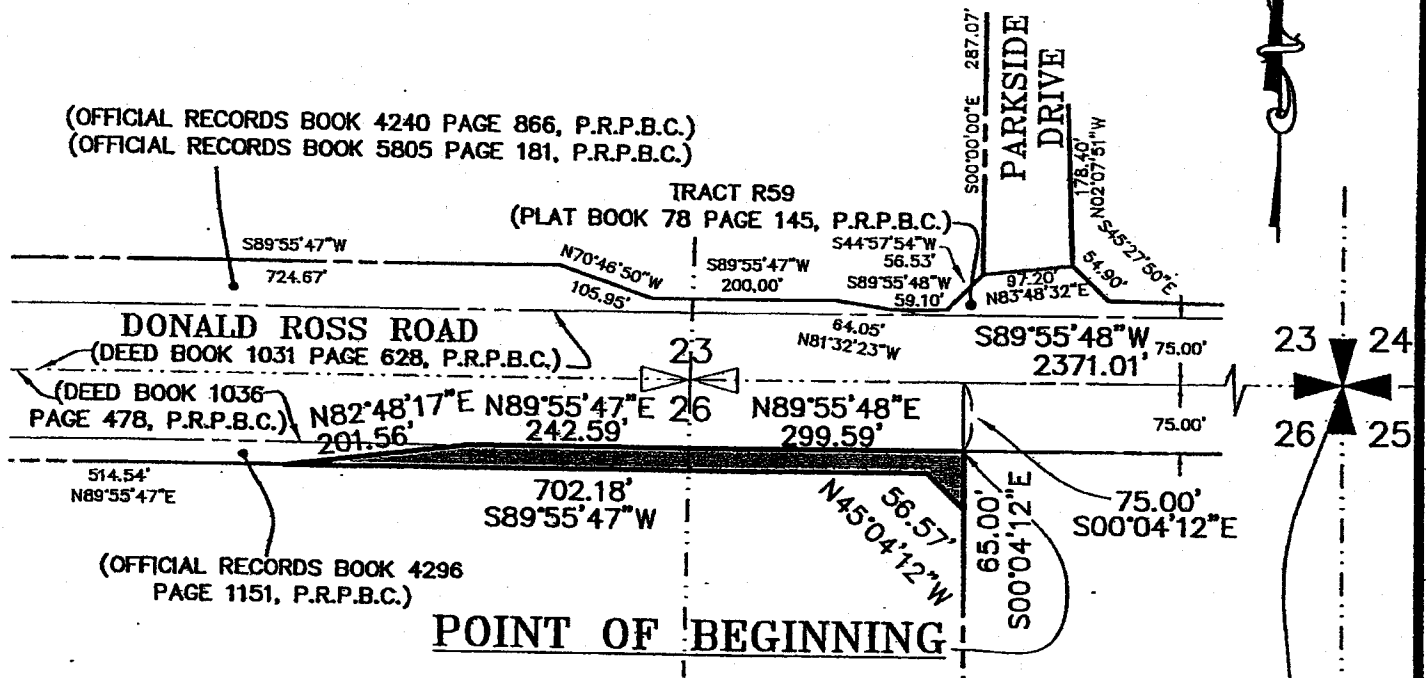
Page: N/A

FILE NO.
064461BDY01

Field: N/A

Project No.
06-4461

GRAPHIC SCALE



LEGEND

POINT OF COMMENCEMENT



= SECTION CORNER



= QUARTER CORNER

P.R.P.B.C. = PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

BEARING BASE:

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, HAVING A GRID BEARING OF SOUTH 89°55'48" WEST AS MONUMENTED BY A PALM BEACH COUNTY BRASS DISC AND A PALM BEACH COUNTY NAIL WITH A SQUARE METAL TAB.

THIS IS NOT A SURVEY

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PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A Page: N/A Field: N/A

Date 7/13/06 FILE NO. 064461BDY01 Project No. 06-4461



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Scale: 1"=200'

Sheet 2 OF 2

Computed: PHB

Checked: RS

EXHIBIT "B"
TITLE COMMITMENT

2610-033

AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

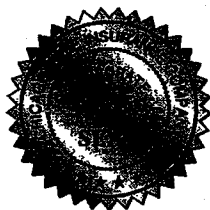
This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

SOUTHEAST GUARANTY & TITLE, INC.
1645 Palm Beach Lakes Boulevard, Suite 160
West Palm Beach, FL 33401-2204

(561) 712-0005

BY Louella Proana
Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

By:

Agnes M. P. L.

President

By:

ATTEST

[Signature]

Secretary

COMMITMENT SCHEDULE A

COMMITMENT NO.: 2610033

FILE NO.: 2610033

EFFECTIVE DATE: 10/24/2006 at 8:00 AM.

Inquires should be directed to:

SUSAN BIAMONTE
SOUTHEAST GUARANTY & TITLE, INC.
1645 PALM BEACH LAKES BLVD.
SUITE 160
WEST PALM BEACH, Florida 33401

1. Policy to be issued:	Amount
ALTA Owner's Policy - (10-17-92) with Florida Modifications	\$210,000.00

Proposed Insured:

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

UNDIVIDED 25 % PETROLEUM INTEREST AND UNDIVIDED 25 % MINERAL INTEREST

3. Title to said estate or interest in said land is at the effective date hereof vested in:

SOREL L. BERGMAN AND HARRIET E. ZELENKA, AS CO-TRUSTEES OF THAT CERTAIN
UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990

4. The land referred to in this Commitment is described as follows:

An undivided 25% interest in all petroleum products and an undivided 25% interest in all minerals in, upon or under the following real property:

PARCEL I:

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 26; thence South 89 degrees 55'48" West along the North Line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04'12" East, a distance of 1280.00 feet to a point of curvature of a curve concave to the Northeast, having a radius of 1210.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 10 degrees 02'48", an arc distance of 212.17 feet to the Point of Beginning.

Thence continue Southeasterly along the arc of said curve, concave to the Northeast, having a radius of 1210.00 feet, through a central angle of 33 degrees 57'12", an arc distance of 717.04 feet to a point of tangency; thence South 44 degrees 04'12" East, a

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**CHICAGO TITLE
INSURANCE COMPANY**

COMMITMENT SCHEDULE A

COMMITMENT NO.: 2610033

FILE NO.: 2610033

distance of 19.33 feet; thence South 00 degrees 55'48" West, a distance of 56.57 feet; thence South 45 degrees 55'48" West, a distance of 1046.96 feet to a point of curvature of a curve concave to the Northwest, having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 53 degrees 07'48", an arc distance of 46.36 feet to a point of reverse curvature with a curve concave to the South, having a radius of 100.00 feet; thence Westerly along the arc of said curve, through a central angle of 16 degrees 13'00", an arc distance of 28.30 feet to a point of reverse curvature with a curve concave to the Northeast, having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 53 degrees 35'38", an arc distance of 46.77 feet to a point of compound curvature with a curve concave to the Northeast, having a radius of 2376.96 feet; thence Northwesterly along the arc of said curve, through a central angle of 33 degrees 26'46", an arc distance of 1387.54 feet to the intersection with a radial line; thence North 79 degrees 53'00" East, along said radial line, a distance of 1166.96 feet to the Point of Beginning.

PARCEL II:

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast Corner of said Section 26; thence South 89 degrees 55'48" West along the North Line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04'12" East, a distance of 140.00 feet to the Point of Beginning.

Thence continue South 00 degrees 04'12" East, a distance of 1140.00 feet to a point of curvature of a curve, concave to the Northeast having a radius of 1210.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 10 degrees 02'48", an arc distance of 212.17 feet to the intersection with a radial line; thence South 79 degrees 53'00" West, along a line radial to the following curve, a distance of 1166.96 feet to a point on said curve, concave to the Northeast, having a radius of 2376.96 feet; thence Northwesterly along said curve, through a central angle of 10 degrees 02'48", an arc distance of 416.79 feet to a point of tangency; thence North 00 degrees 04'12" West, a distance of 1140.00 feet; thence North 44 degrees 55'47" East, a distance of 56.57 feet to the South Right-of-Way Line of Donald Ross Road as described in Official Record Book 4296, Page 1151, of the Public Records of Palm Beach County, Florida; thence North 89 degrees 55'47" East along said South Right-of-Way line and Easterly prolongation, a distance of 1086.96 feet; thence South 45 degrees 04'12" East, a distance of 56.57 feet to the Point of Beginning.

RIGHT-OF-WAY PARCEL

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 26; thence South 89 degrees 55' 48" West along the North line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04' 12" East, a distance of 75.00 feet to the Point of Beginning;

Thence continue South 00 degrees 04' 12" East, a distance of 65.00 feet; thence North 45 degrees 04' 12" West, a distance of 56.57 feet; thence South 89 degrees 55' 47" West, a distance of 702.18 feet to the South Right-of-Way line of Donald Ross Road as described in Official Record Book 4296, Page 1151 of the Public Records of Palm Beach County, Florida; thence North 82 degrees 48' 17" East along said South Right-of-Way line, a distance of 201.56 feet to the South Right-of-Way line of Donald Ross Road as described in Deed Book 1036, Page 478 of the Public Records of Palm Beach County, Florida; thence North 89 degrees 55' 47" East along said South Right-of-Way line, a distance of 242.59 feet; thence North 89 degrees 55' 48" East along the aforementioned South Right-of-Way line, a distance of 299.59 feet to the Point of Beginning.

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**CHICAGO TITLE
INSURANCE COMPANY**

COMMITMENT SCHEDULE A

COMMITMENT NO.: 2610033

FILE NO.: 2610033

END OF SCHEDULE A

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**CHICAGO TITLE
INSURANCE COMPANY**

COMMITMENT SCHEDULE B - SECTION I

COMMITMENT NO.: 2610033

FILE NO.: 2610033

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - 1. We will require a Special Warranty Deed from Sorel L. Bergman and Harriet E. Zelenka, Co-Trustees of that certain unrecorded Trust Agreement dated August 31, 1990, as to an undivided 25 % petroleum interest and an undivided 25 % mineral interest, to Palm Beach County, a political subdivision of the State of Florida.
 - 2. We will require an Affidavit from Sorel L. Bergman and Harriet E. Zelenka, Co-Trustees, stating, i.) the Trust is in full force and effect, ii.) the Trust has not been amended or revoked, and, iii.) the Co-Trustees have the authority to convey the Petroleum interest and mineral interest as described in Official Record Book 6740, Page 899.
 - 3. 2005 Real property taxes for PCN 52-42-41-26-00-000-9010 are paid. Gross amount is \$172,106.39.
 - 4. NOTE: All recording references contained herein are in the Public Records of Palm Beach County, Florida.
- B. Affidavit from the seller and the borrower stating:
 - 1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
 - 2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
 - 3. A sample form of this affidavit is attached.
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insurer or its agent.
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insurer or its agent.

END OF SCHEDULE B - SECTION I

COMMITMENT SCHEDULE B - SECTION II

COMMITMENT NO.: 2610033

FILE NO.: 2610033

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
3. Special Exceptions:
4. Taxes for the year 2006, which there are no taxes owed and subsequent years, which are not yet due and payable.
5. Notice and Disclosure of Taxing Authority by Northern Palm Beach County Water Control District recorded in Official Record Book 6318, Page 1373.
6. Ordinance of the City of Palm Beach Gardens, recorded in Official Record Book 6608, Page 288. (NOTE: This is for informational purposes only.)
7. Notice and Disclosure of Taxing Authority by Northern Palm Beach County Improvement District, recorded in Official Record Book 12732, Page 1073.
8. Notice and Disclosure of Taxing Authority by Northern Palm Beach County Improvement District, recorded in Official Record Book 12765, Page 931, as affected by Supplemental Notice recorded in Official Record Book 14383, Page 1000.
9. Environmental Resource Permit Notice recorded in Official Record Book 16615, page 1538.
10. Note: The exceptions noted above are for informational purposes only. They do not encumber the dominant mineral estate.
11. NOTE: All recording references contained herein are in the Public Records of Palm Beach County, Florida.

END OF SCHEDULE B - SECTION II

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT "C"
SPECIAL WARRANTY DEED

Prepared by:
Howard J. Falcon, III
Assistant County Attorney
County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33406-1548

Return to:
Ken Townsend
Southeast Guaranty & Title, Inc.
1645 Palm Beach Lakes Boulevard
Suite 160
West Palm Beach, FL 33401

Property Control Number:

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2006, between Sorel L. Bergman and Harriet E. Zelenka, as Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990, whose post office address is _____ ("Grantor") and **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, whose post office address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars to it in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, an undivided twenty-five (25%) percent interest in all petroleum products and an undivided twenty-five (25%) percent interest in all minerals in, upon or under that certain land situate in Palm Beach County, State of Florida, to wit:

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

APPROVED BY THE PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
ON _____

COUNTY ATTORNEY OR DESIGNEE

TOGETHER, with the right of entry, ingress, egress to explore for, mine, drill or remove said oil or minerals.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenants and warrants that the property conveyed hereby is free from all encumbrances made by Grantor; and Grantor has good right and lawful authority to sell and convey the property, and hereby warrants the title to said property for any acts of Grantor and will defend the title against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

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

Signed, sealed and delivered in the presence of:

Grantor:

SOREL L. BERGMAN and HARRIET E. ZELENKA, as Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990

(Witness Signature)

(Witness Name Printed)

(Witness Signature)

(Witness Name Printed)

By: _____

Sorel L. Bergman, Individually and as Co-Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Sorel L. Bergman, individually and as a Co-Trustee of that certain unrecorded trust agreement dated August 31, 1990, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.

(Stamp/Seal)

Notary Public, State of _____

Print Notary Name

Commission Number:

My Commission Expires:

(Witness Signature)

(Witness Name Printed)

(Witness Signature)

(Witness Name Printed)

By: _____
Harriet E. Zelenka, Individually and as
Co-Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Harriet E. Zelenka, individually and as a Co-Trustee of that certain unrecorded trust agreement dated August 31, 1990, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.

(Stamp/Seal)

Notary Public, State of _____

Print Notary Name

Commission Number:

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

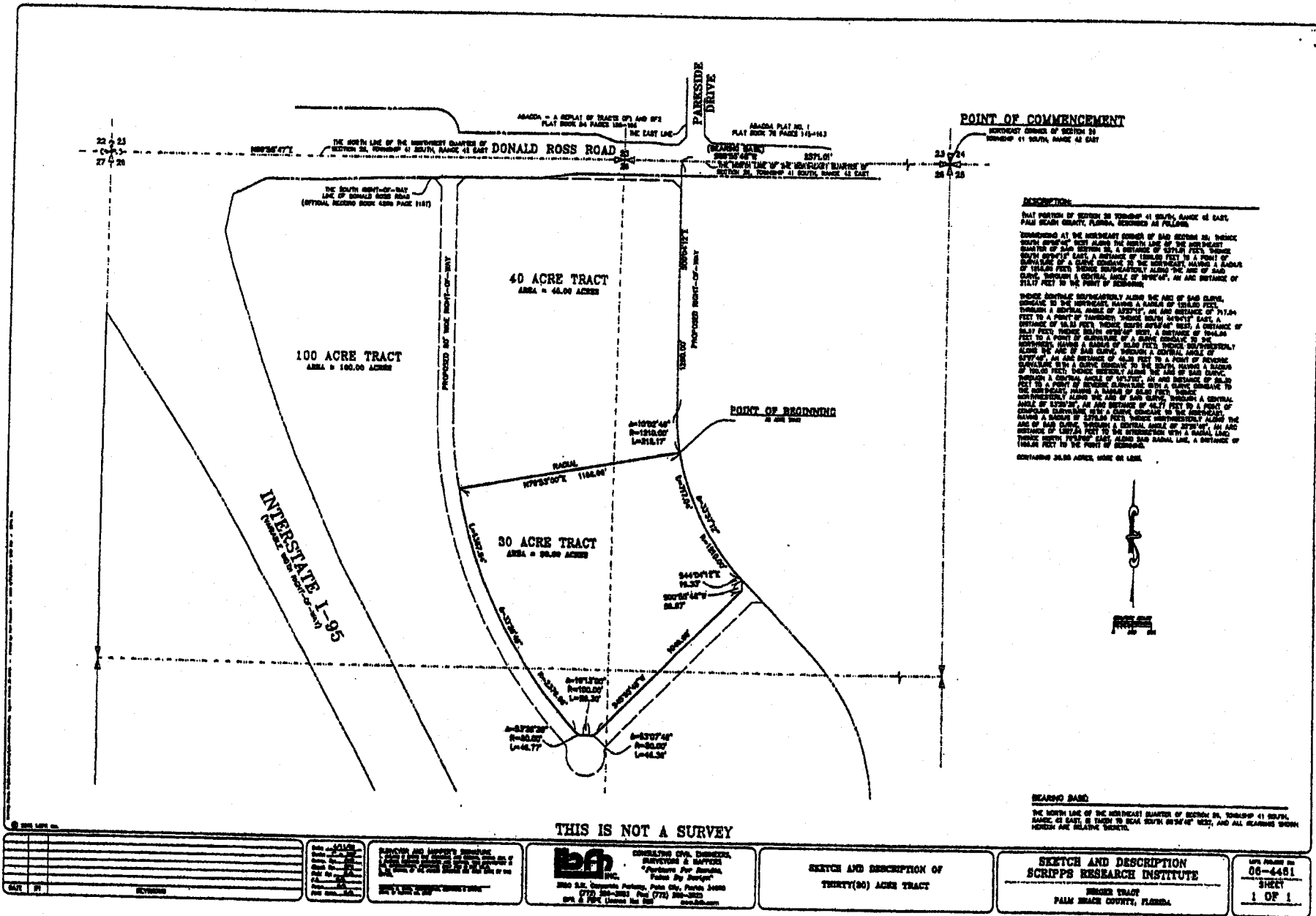
PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}57'12''$, AN ARC DISTANCE OF 717.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH $44^{\circ}04'12''$ EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH $00^{\circ}55'48''$ WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH $45^{\circ}55'48''$ WEST, A DISTANCE OF 1046.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}07'48''$, AN ARC DISTANCE OF 46.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}13'00''$, AN ARC DISTANCE OF 28.30 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}35'38''$, AN ARC DISTANCE OF 46.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}26'46''$, AN ARC DISTANCE OF 1387.54 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE NORTH $79^{\circ}53'00''$ EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 1166.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES, MORE OR LESS



PARCEL II

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1140.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE SOUTH $79^{\circ}53'00''$ WEST, ALONG A LINE RADIAL TO THE FOLLOWING CURVE, A DISTANCE OF 1166.96 FEET TO A POINT ON SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 416.79 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}04'12''$ WEST, A DISTANCE OF 1140.00 FEET; THENCE NORTH $44^{\circ}55'47''$ EAST, A DISTANCE OF 56.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $89^{\circ}55'47''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND EASTERLY PROLONGATION, A DISTANCE OF 1086.96 FEET; THENCE SOUTH $45^{\circ}04'12''$ EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS

DESCRIPTION:

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH 00°04'12" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°04'12" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 702.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 82°48'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 201.56 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN DEED BOOK 1036, PAGE 478 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°55'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 242.59 FEET; THENCE NORTH 89°55'48" EAST ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 299.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 16854 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

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SURVEYOR AND MAPPER'S SIGNATURE

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

Richard H. Smith

RICHARD H. SMITH, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5239



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BPR & FBPE License No: 959 www.lbfh.com

Scale: 1"=200'

Sheet 1 OF 2

Computed: PHB

Checked: RS

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

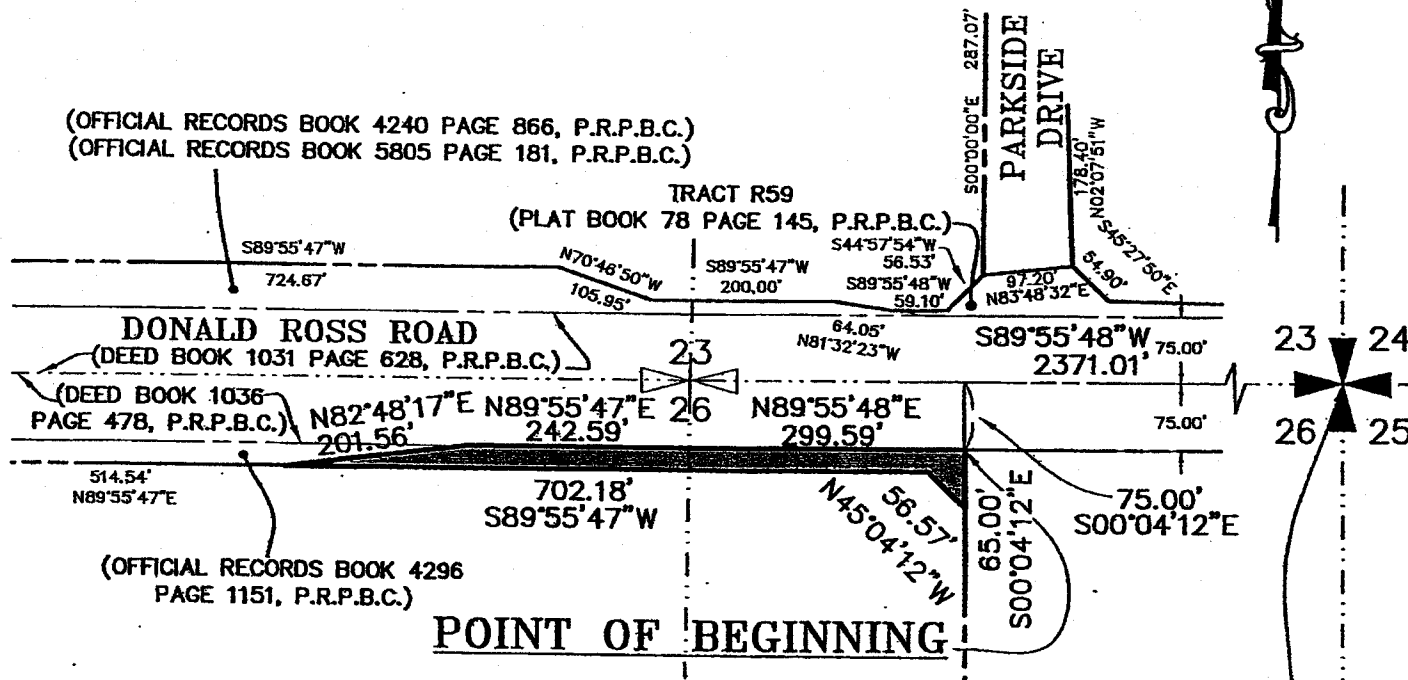
REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A	Page: N/A	Field: N/A
Date 7/13/06	FILE NO. 064461BDY01	Project No. 06-4461

GRAPHIC SCALE

0 100 200



LEGEND

POINT OF COMMENCEMENT



= SECTION CORNER



= QUARTER CORNER

P.R.P.B.C. = PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

BEARING BASE:

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, HAVING A GRID BEARING OF SOUTH 89°55'48" WEST AS MONUMENTED BY A PALM BEACH COUNTY BRASS DISC AND A PALM BEACH COUNTY NAIL WITH A SQUARE METAL TAB.

THIS IS NOT A SURVEY

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PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL



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Scale: 1"=200'

Sheet 2 OF 2

Computed: PHB

Checked: RS

DEED REFERENCES ADDED

Field Book: N/A Page: N/A Field: N/A

Date 7/13/06 FILE NO. 064461BDY01 Project No. 06-4461

EXHIBIT "D"
QUIT CLAIM DEED

Prepared by:
Howard J. Falcon, III
Assistant County Attorney
County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33406-1548

Return to:
Ken Townsend
Southeast Guaranty & Title, Inc.
1645 Palm Beach Lakes Boulevard
Suite 160
West Palm Beach, FL 33401

Property Control Number: _____

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2006, between Sorel L. Bergman and Harriet E. Zelenka, as Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990, whose post office address is _____ ("Grantor") and **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, whose post office address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, convey and forever quitclaim unto Grantee, its successors and assigns forever, that certain land situate in Palm Beach County, State of Florida, to wit:

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

TOGETHER, with the right of entry, ingress, egress to explore for, mine, drill or remove said oil or minerals.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

APPROVED BY THE PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
ON _____

COUNTY ATTORNEY OR DESIGNEE

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

Signed, sealed and delivered in the presence of:

Grantor:

SOREL L. BERGMAN and HARRIET E. ZELENIKA, as Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990

(Witness Signature)

By: _____

Sorel L. Bergman, Individually and as Co-Trustee

(Witness Name Printed)

(Witness Signature)

(Witness Name Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Sorel L. Bergman, as a Co-Trustee of that certain unrecorded trust agreement dated August 31, 1990, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.

Notary Public, State of _____

(Stamp/Seal)

Print Notary Name

Commission Number

My Commission Expires: _____

(Witness Signature)

(Witness Name Printed)

(Witness Signature)

(Witness Name Printed)

By: _____
Harriet E. Zelenka, Individually and as
Co-Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2006, by Harriet E. Zelenka, as a Co-Trustee of that certain unrecorded trust agreement dated August 31,
1990, () who is personally known to me OR () who has produced _____ as
identification and who () did () did not take an oath.

(Stamp/Seal)

Notary Public, State of _____

Print Notary Name

Commission Number

My Commission Expires:

G:\WPDATA\GENGOVTH\FALCONP&Salesagrs.\Bergman.Zelenka.Quit Claim Deed.10-26-06

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}57'12''$, AN ARC DISTANCE OF 717.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH $44^{\circ}04'12''$ EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH $00^{\circ}55'48''$ WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH $45^{\circ}55'48''$ WEST, A DISTANCE OF 1046.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}07'48''$, AN ARC DISTANCE OF 46.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}13'00''$, AN ARC DISTANCE OF 28.30 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}35'38''$, AN ARC DISTANCE OF 46.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}26'46''$, AN ARC DISTANCE OF 1387.54 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE NORTH $79^{\circ}53'00''$ EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 1166.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES, MORE OR LESS

PARCEL II

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1140.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE SOUTH $79^{\circ}53'00''$ WEST, ALONG A LINE RADIAL TO THE FOLLOWING CURVE, A DISTANCE OF 1166.96 FEET TO A POINT ON SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 416.79 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}04'12''$ WEST, A DISTANCE OF 1140.00 FEET; THENCE NORTH $44^{\circ}55'47''$ EAST, A DISTANCE OF 56.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $89^{\circ}55'47''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND EASTERLY PROLONGATION, A DISTANCE OF 1086.96 FEET; THENCE SOUTH $45^{\circ}04'12''$ EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS

DESCRIPTION:

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE
SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE
SOUTH 00°04'12" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF
BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 65.00 FEET;
THENCE NORTH 45°04'12" WEST, A DISTANCE OF 56.57 FEET;
THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 702.18 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN
OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA; THENCE NORTH 82°48'17" EAST ALONG
SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 201.56 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN
DEED BOOK 1036, PAGE 478 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA; THENCE NORTH 89°55'47" EAST ALONG SAID SOUTH
RIGHT-OF-WAY LINE, A DISTANCE OF 242.59 FEET; THENCE NORTH
89°55'48" EAST ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE,
A DISTANCE OF 299.59 FEET TO THE POINT OF BEGINNING.

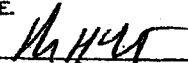
CONTAINING 16854 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

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SURVEYOR AND MAPPER'S SIGNATURE

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF
FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS
FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS
OFFICE.


RICHARD H. SMITH, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5239



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Scale: 1"=200'

Sheet 1 OF 2

Computed: PHB

Checked: RS

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A

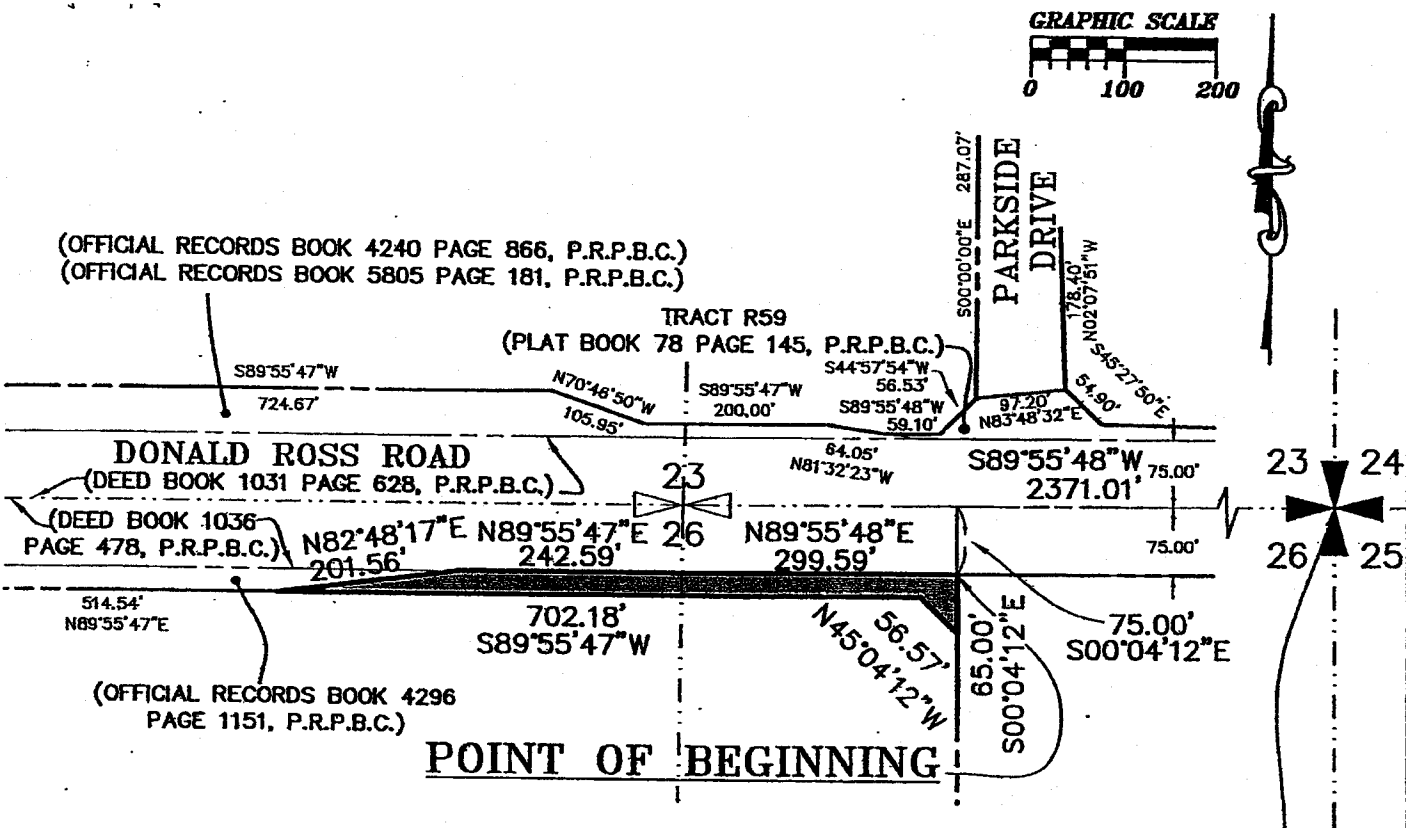
Page: N/A

Field: N/A

Date
7/13/06

FILE NO.
064461BDY01

Project No.
06-4461




 CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS <i>"Partners For Results, Value By Design"</i> 50 S.W. Corporate Parkway, Palm City, Florida 34990 (772) 286-3883 Fax (772) 286-3925 BPR & FBPE License No: 959 www.lbfh.com		Scale: 1"=200'		PROJECT NAME: SCRIPPS RESEARCH INSTITUTE SKETCH AND DESCRIPTION FOR ADDITIONAL RIGHT-OF-WAY FOR DONALD ROSS ROAD			
		Sheet 2 OF 2		REVISIONS: 8/22/06 ADDITIONAL			
		Computed: PHB		DEED REFERENCES ADDED			
Checked: RS		Field Book: N/A		Page: N/A		Field: N/A	
		Date 7/13/06		FILE NO. 064461BDY01		Project No. 06-4461	

EXHIBIT “E”

TRUSTEE’S AFFIDAVIT

Prepared by:
Howard J. Falcon, III
Assistant County Attorney
County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33406-1548

Return to:
Ken Townsend
Southeast Guaranty & Title, Inc.
1645 Palm Beach Lakes Boulevard
Suite 160
West Palm Beach, FL 33401

TRUSTEE'S AFFIDAVIT

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **SOREL L. BERGMAN** and **HARRIET E. ZELENKA** ("Affiants"), who, after being by me first duly sworn, depose and say that:

1. Affiants, as Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990 ("Seller"), are the owners of and are selling the following described property to PALM BEACH COUNTY, a political subdivision of the State of Florida ("Buyer"), to wit:

An undivided twenty-five (25%) percent interest in all petroleum products and an undivided twenty-five (25%) interest in all minerals in, upon or under the following real property:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

2. Affiants are the Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990 (the "Trust"). A true and correct copy of the Trust is attached hereto as Exhibit "B" and made a part hereof.
3. The Trust has not been amended, modified, revoked or terminated, is in full force and effect and has been in full force and effect throughout the Co-Trustee's ownership of the above-described real property.
4. The Trust provides the Co-Trustees with full power of sale.
5. The subject transaction will not violate the trust.
6. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing the Buyer to purchase the subject property and Southeast Guaranty & Title, Inc., and Chicago Title Insurance Company to issue title insurance on the subject property, with the knowledge that said Buyer and the title companies are relying upon the statements set forth herein. Seller hereby holds the Buyer, Southeast Guaranty & Title, Inc., and Chicago Title Insurance Company harmless and fully indemnifies same (including but not limited to attorney's fees), whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

Under penalties of perjury, We declare that we have read the foregoing Affidavit and that the facts stated in it are true.

Sorel L. Bergman, Co-Trustee

Harriet E. Zelenka, Co-Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Sorel L. Bergman and Harriet E. Zelenka, individually and as a Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990, () who are personally known to me OR () who have produced _____ as identification and who () did () did not take an oath.

Notary Public, State of _____

(Stamp/Seal)

Print Notary Name

Commission Number:

My Commission Expires:

G:\WPDATA\IGENG\GOVT\HFALCONP&Sales.Agrs\Berman.Zelenka.Trustee's Affidavit.10-31-06.wpd

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}57'12''$, AN ARC DISTANCE OF 717.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH $44^{\circ}04'12''$ EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH $00^{\circ}55'48''$ WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH $45^{\circ}55'48''$ WEST, A DISTANCE OF 1046.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}07'48''$, AN ARC DISTANCE OF 46.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}13'00''$, AN ARC DISTANCE OF 28.30 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}35'38''$, AN ARC DISTANCE OF 46.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}26'46''$, AN ARC DISTANCE OF 1387.54 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE NORTH $79^{\circ}53'00''$ EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 1166.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES, MORE OR LESS

PARCEL II

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1140.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE SOUTH $79^{\circ}53'00''$ WEST, ALONG A LINE RADIAL TO THE FOLLOWING CURVE, A DISTANCE OF 1166.96 FEET TO A POINT ON SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 416.79 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}04'12''$ WEST, A DISTANCE OF 1140.00 FEET; THENCE NORTH $44^{\circ}55'47''$ EAST, A DISTANCE OF 56.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $89^{\circ}55'47''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND EASTERLY PROLONGATION, A DISTANCE OF 1086.96 FEET; THENCE SOUTH $45^{\circ}04'12''$ EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS

DESCRIPTION:

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE
SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE
SOUTH 00°04'12" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF
BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 65.00 FEET;
THENCE NORTH 45°04'12" WEST, A DISTANCE OF 56.57 FEET;
THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 702.18 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN
OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA; THENCE NORTH 82°48'17" EAST ALONG
SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 201.56 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN
DEED BOOK 1036, PAGE 478 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA; THENCE NORTH 89°55'47" EAST ALONG SAID SOUTH
RIGHT-OF-WAY LINE, A DISTANCE OF 242.59 FEET; THENCE NORTH
89°55'48" EAST ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE,
A DISTANCE OF 299.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 16854 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

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SURVEYOR AND MAPPER'S SIGNATURE

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS
FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS
OFFICE.


RICHARD H. SMITH, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5239



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(772) 286-3883 Fax: (772) 286-3925
BPR & FBPE License No: 959 www.lbfh.com

Scale: 1"=200'

Sheet 1 OF 2

Computed: PHB

Checked: RS

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

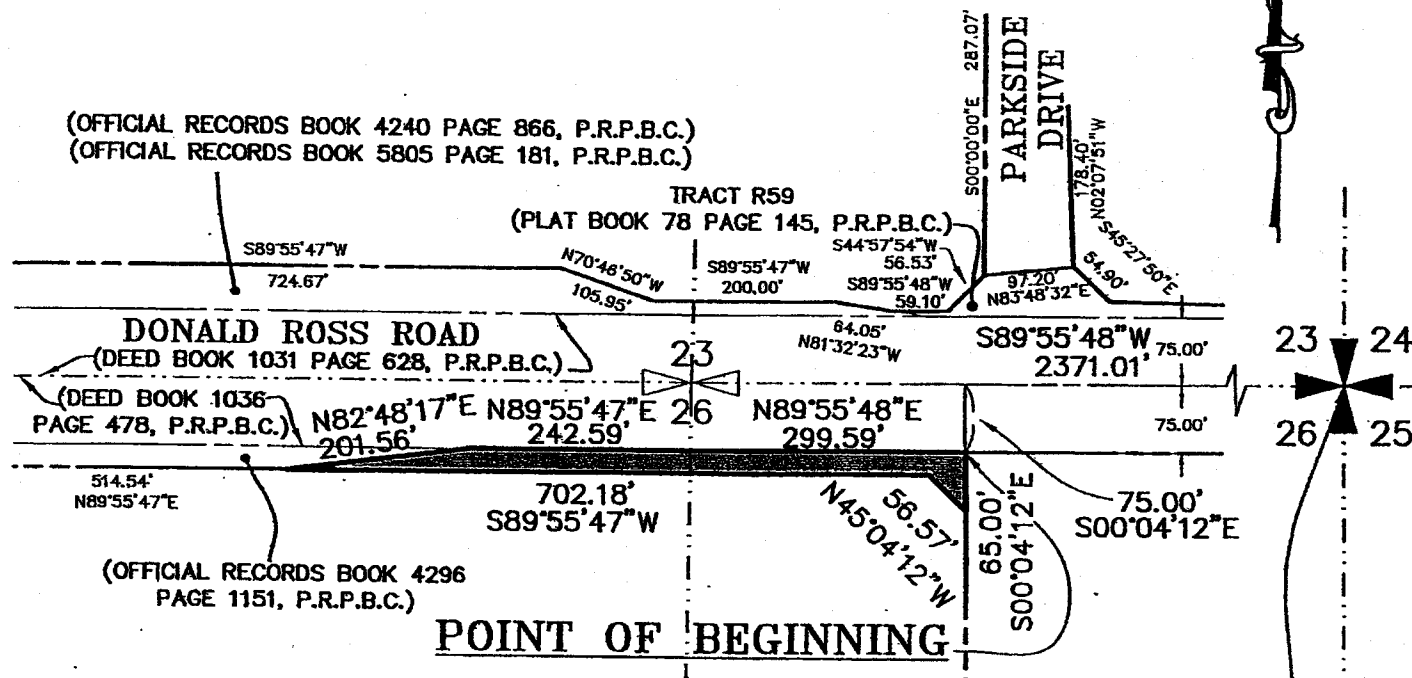
REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A	Page: N/A	Field: N/A
Date 7/13/06	FILE NO. 064461BDY01	Project No. 06-4461

GRAPHIC SCALE

0 100 200



LEGEND

POINT OF COMMENCEMENT

✕ = SECTION CORNER

⋈ = QUARTER CORNER

P.R.P.B.C. = PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

BEARING BASE:

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, HAVING A GRID BEARING OF SOUTH 89°55'48" WEST AS MONUMENTED BY A PALM BEACH COUNTY BRASS DISC AND A PALM BEACH COUNTY NAIL WITH A SQUARE METAL TAB.

THIS IS NOT A SURVEY

© 2006 LBFH Inc.

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A	Page: N/A	Field: N/A
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Scale: 1"=200'

Sheet 2 OF 2

Computed: PHB

Checked: RS

EXHIBIT "F"

SELLER'S AFFIDAVIT

SELLER'S AFFIDAVIT (GAP)

File No.:2610033

STATE OF
COUNTY OF

BEFORE ME, the undersigned, this day personally appeared **SOREL L. BERGMAN AND HARRIET E. ZELENKA, AS CO-TRUSTEES OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990** ("Affiants"), who, being by me first duly sworn, says:

1. **SOREL L. BERGMAN AND HARRIET E. ZELENKA, AS CO-TRUSTEES OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990** is the owner of certain real property located in **Palm Beach** County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

2. Affiant is familiar with **Chicago Title Insurance Company's** Owner's Title Insurance Commitment No. **2610033** bearing an effective date of **October 24, 2006 at 8:00 AM.**, (the "Commitment").

3. There have been to my knowledge no documents recorded in the Public Records of **Palm Beach** County, Florida subsequent to which affect title to the Property insured; and (i) that there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of the instruments giving rise to the interest to be insured, and (ii) that the Affiants have not executed and will not execute any instrument that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment, save and except the following:

4. This affidavit is given to induce **Chicago Title Insurance Company** and its authorized Agent, **SOUTHEAST GUARANTY & TITLE, INC.**, to issue an Owner's Title Insurance Policy to **PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**.

Dated, this _____ day of _____, 2006.

**SOREL L. BERGMAN, AS CO-TRUSTEE OF
THAT CERTAIN UNRECORDED TRUST
AGREEMENT DATED AUGUST 31, 1990**

**HARRIET E. ZELENKA, AS CO-TRUSTEE OF
THAT CERTAIN UNRECORDED TRUST
AGREEMENT DATED AUGUST 31, 1990**

Sworn to and subscribed before me this _____ day of _____, 2006, by **SOREL L. BERGMAN AND HARRIET E. ZELENKA, AS CO-TRUSTEES OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990** is personally known to me or who has produced a driver license as identification.

My commission expires:

Printed Name:
Notary Public
Serial Number

File No.: 2610033

EXHIBIT A

An undivided 25% interest in all petroleum products and an undivided 25% interest in all minerals in, upon or under the following real property:

PARCEL I:

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 26; thence South 89 degrees 55'48" West along the North Line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04'12" East, a distance of 1280.00 feet to a point of curvature of a curve concave to the Northeast, having a radius of 1210.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 10 degrees 02'48", an arc distance of 212.17 feet to the Point of Beginning.

Thence continue Southeasterly along the arc of said curve, concave to the Northeast, having a radius of 1210.00 feet, through a central angle of 33 degrees 57'12", an arc distance of 717.04 feet to a point of tangency; thence South 44 degrees 04'12" East, a distance of 19.33 feet; thence South 00 degrees 55'48" West, a distance of 56.57 feet; thence South 45 degrees 55'48" West, a distance of 1046.96 feet to a point of curvature of a curve concave to the Northwest, having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 53 degrees 07'48", an arc distance of 46.36 feet to a point of reverse curvature with a curve concave to the South, having a radius of 100.00 feet; thence Westerly along the arc of said curve, through a central angle of 16 degrees 13'00", an arc distance of 28.30 feet to a point of reverse curvature with a curve concave to the Northeast, having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 53 degrees 35'38", an arc distance of 46.77 feet to a point of compound curvature with a curve concave to the Northeast, having a radius of 2376.96 feet; thence Northwesterly along the arc of said curve, through a central angle of 33 degrees 26'46", an arc distance of 1387.54 feet to the intersection with a radial line; thence North 79 degrees 53'00" East, along said radial line, a distance of 1166.96 feet to the Point of Beginning.

PARCEL II:

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast Corner of said Section 26; thence South 89 degrees 55'48" West along the North Line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04'12" East, a distance of 140.00 feet to the Point of Beginning.

Thence continue South 00 degrees 04'12" East, a distance of 1140.00 feet to a point of curvature of a curve, concave to the Northeast having a radius of 1210.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 10 degrees 02'48", an arc distance of 212.17 feet to the intersection with a radial line; thence South 79 degrees 53'00" West, along a line radial to the following curve, a distance of 1166.96 feet to a point on said curve, concave to the Northeast, having a radius of 2376.96 feet; thence Northwesterly along said curve, through a central angle of 10 degrees 02'48", an arc distance of 416.79 feet to a point of tangency; thence North 00 degrees 04'12" West, a distance of 1140.00 feet; thence North 44 degrees 55'47" East, a distance of 56.57 feet to the South Right-of-Way Line of Donald Ross Road as described in Official Record Book 4296, Page 1151, of the Public Records of Palm Beach County, Florida; thence North 89 degrees 55'47" East along said South Right-of-Way line and Easterly

File No.: 2610033

prolongation, a distance of 1086.96 feet; thence South 45 degrees 04'12" East, a distance of 56.57 feet to the Point of Beginning.

RIGHT-OF-WAY PARCEL

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 26; thence South 89 degrees 55' 48" West along the North line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04' 12" East, a distance of 75.00 feet to the Point of Beginning;

Thence continue South 00 degrees 04' 12" East, a distance of 65.00 feet; thence North 45 degrees 04' 12" West, a distance of 56.57 feet; thence South 89 degrees 55' 47" West, a distance of 702.18 feet to the South Right-of-Way line of Donald Ross Road as described in Official Record Book 4296, Page 1151 of the Public Records of Palm Beach County, Florida; thence North 82 degrees 48' 17" East along said South Right-of-Way line, a distance of 201.56 feet to the South Right-of-Way line of Donald Ross Road as described in Deed Book 1036, Page 478 of the Public Records of Palm Beach County, Florida; thence North 89 degrees 55' 47" East along said South Right-of-Way line, a distance of 242.59 feet; thence North 89 degrees 55' 48" East along the aforementioned South Right-of-Way line, a distance of 299.59 feet to the Point of Beginning.

EXHIBIT "G"

**AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
AND NON-FOREIGN CERTIFICATION (INDIVIDUAL)**

**AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
AND NON-FOREIGN CERTIFICATION (INDIVIDUAL)**

FILE NO: 2610033

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared **SOREL L. BERGMAN AND HARRIET E. ZELENKA, AS CO-TRUSTEES OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990** who, being first duly sworn, deposes and says:

1. That Affiant(s) is/are the owner(s) (hereafter collectively referred to as the "Owner") of the following described real property, (hereafter referred to as the "Property").

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

2. That neither the Owner's title to nor possession of the property have ever been disputed or questioned, nor is the Owner aware of any facts by reason of which the title to, or possession of, the property or any part of it or any personal property located on it might be disputed or questioned, or by reason of which any claim to the property or any portion of it or any personal property located on it might be adversely asserted.

3. That no person or entity other than the Owner claims or is presently entitled to the right to possession, or is in possession, of the property, and there are no tenancies, leases or other occupancies that affect the property, EXCEPT for the following: **NONE**

4. That there are no disputes concerning the location of the boundary lines of the property.

5. That there are no outstanding or unpaid taxes or assessments (pending or certified) EXCEPT taxes for the year **2006**, which there are no taxes owed or any unpaid or unsatisfied Mortgages, Claims of Liens or other matters, that constitute a lien or encumbrance against the property or any of the improvements on it or any part of it or against any personal property located on it, EXCEPT for the following:

NONE

6. That there are no Security Agreements, Financing Statements, or Personal Property Leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the property or the improvements located on it, EXCEPT for the following:

NONE

7. That there are no actions, proceedings, judgments, bankruptcies, liens or executions recorded in the public records of the County wherein the property is located, or in any other County in Florida, or pending against the Owner in any Court in Florida, or any other Courts.

8. That Affiant know of no violations of Municipal Ordinances affecting the property.

9. That no improvements or repairs have been made to the property during the 90-day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the property, or for the services of architects, surveyors or engineers incurred in connection with the property.

10. That subsequent to **October 24, 2006**, the Owner has not and hereby agrees and represents that Owner will not execute any instrument or do any act whatsoever that in any way would or may affect the title of the property, including, but not limited to, the mortgaging or conveying of the property, or any interest in it, or causing any liens to be recorded against the property or the Owner.

11. That Owner is not a "foreign person", or "non-foreign alien" defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and Income Tax Regulations issued pursuant thereto. That Buyer is not required to withhold a tax equal to ten percent (10%) of the consideration to be paid to Owner upon the transfer of the Property pursuant to Section 1445 of the Internal Revenue Code. That Owner intends that the statements made above shall be construed as representations made for the purpose of inducing buyer not to withhold any income tax from the consideration to be paid to owner in connection with the sale of the property, that Owner expressly authorizes Buyer and all other persons to rely on such representations and authorizes buyer to furnish a copy of this Affidavit to the Internal Revenue Service.

12. That Owner's United States taxpayer identification (social security) number is: _____

13. That Owner's post office address is: _____

**CONTINUATION OF AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
AND NON-FOREIGN CERTIFICATION (INDIVIDUAL)**

14. That the undersigned have been continuously married from _____ to the present date without interruption. The parties have not been married to any other parties. If so, give details pertaining to the preceding statement. _____

15. That this Affidavit is given (X) to induce **PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** to purchase the real property and improvements, and/or (X) to induce "NOT APPLICABLE" to make a loan secured by a Mortgage encumbering the real property and improvements, and to induce Chicago Title Insurance Company to issue an Owner and/or Mortgagee Title Insurance Policy.

16. That this Affidavit is given by the Affiant with full knowledge of applicable Florida laws regarding sworn Affidavit and the penalties and liabilities resulting from false statements and misrepresentations therein.

SOREL L. BERGMAN, AS CO-TRUSTEE OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990	HARRIET E. ZELENKA, AS CO-TRUSTEE OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990
---	---

Sworn to and subscribed before me this _____ day of _____, 2006, by **SOREL L. BERGMAN AND HARRIET E. ZELENKA, AS CO-TRUSTEES OF THAT CERTAIN UNRECORDED TRUST AGREEMENT DATED AUGUST 31, 1990** who is personally known to me or who has produced a driver license as identification.

My Commission expires:

Printed Name:
Notary Public
Serial Number

**CONTINUATION OF AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
AND NON-FOREIGN CERTIFICATION (INDIVIDUAL)**

EXHIBIT "A"

An undivided 25% interest in all petroleum products and an undivided 25% interest in all minerals in, upon or under the following real property:

PARCEL I:

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 26; thence South 89 degrees 55'48" West along the North Line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04'12" East, a distance of 1280.00 feet to a point of curvature of a curve concave to the Northeast, having a radius of 1210.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 10 degrees 02'48", an arc distance of 212.17 feet to the Point of Beginning.

Thence continue Southeasterly along the arc of said curve, concave to the Northeast, having a radius of 1210.00 feet, through a central angle of 33 degrees 57'12", an arc distance of 717.04 feet to a point of tangency; thence South 44 degrees 04'12" East, a distance of 19.33 feet; thence South 00 degrees 55'48" West, a distance of 56.57 feet; thence South 45 degrees 55'48" West, a distance of 1046.96 feet to a point of curvature of a curve concave to the Northwest, having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 53 degrees 07'48", an arc distance of 46.36 feet to a point of reverse curvature with a curve concave to the South, having a radius of 100.00 feet; thence Westerly along the arc of said curve, through a central angle of 16 degrees 13'00", an arc distance of 28.30 feet to a point of reverse curvature with a curve concave to the Northeast, having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 53 degrees 35'38", an arc distance of 46.77 feet to a point of compound curvature with a curve concave to the Northeast, having a radius of 2376.96 feet; thence Northwesterly along the arc of said curve, through a central angle of 33 degrees 26'46", an arc distance of 1387.54 feet to the intersection with a radial line; thence North 79 degrees 53'00" East, along said radial line, a distance of 1166.96 feet to the Point of Beginning.

PARCEL II:

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast Corner of said Section 26; thence South 89 degrees 55'48" West along the North Line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04'12" East, a distance of 140.00 feet to the Point of Beginning.

Thence continue South 00 degrees 04'12" East, a distance of 1140.00 feet to a point of curvature of a curve, concave to the Northeast having a radius of 1210.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 10 degrees 02'48", an arc distance of 212.17 feet to the intersection with a radial line; thence South 79 degrees 53'00" West, along a line radial to the following curve, a distance of 1166.96 feet to a point on said curve, concave to the Northeast, having a radius of 2376.96 feet; thence Northwesterly along said curve, through a central angle of 10 degrees 02'48", an arc distance of 416.79 feet to a point of tangency; thence North 00 degrees 04'12" West, a distance of 1140.00 feet; thence North 44 degrees 55'47" East, a distance of 56.57 feet to the South Right-of-Way Line of Donald Ross Road as described in Official Record Book 4296, Page 1151, of the Public Records of Palm Beach County, Florida; thence North 89 degrees 55'47" East along said South Right-of-Way line and Easterly prolongation, a distance of 1086.96 feet; thence South 45 degrees 04'12" East, a distance of 56.57 feet to the Point of Beginning.

RIGHT-OF-WAY PARCEL

That portion of Section 26, Township 41 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 26; thence South 89 degrees 55' 48" West along the North line of the Northeast Quarter of said Section 26, a distance of 2371.01 feet; thence South 00 degrees 04' 12" East, a distance of 75.00 feet to the Point of Beginning;

Thence continue South 00 degrees 04' 12" East, a distance of 65.00 feet; thence North 45 degrees 04' 12" West, a distance of 56.57 feet; thence South 89 degrees 55' 47" West, a distance of 702.18 feet to the South Right-of-Way line of Donald Ross Road as described in Official Record Book 4296, Page 1151 of the Public Records of Palm Beach County, Florida; thence North 82 degrees 48' 17" East along said South Right-of-Way line, a distance of 201.56 feet to the South Right-of-Way line of Donald Ross Road as described in Deed Book 1036, Page 478 of the Public Records of Palm Beach County, Florida; thence North 89 degrees 55' 47" East along said South Right-of-Way line, a distance of 242.59 feet; thence North 89 degrees 55' 48" East along the aforementioned South Right-of-Way line, a distance of 299.59 feet to the Point of Beginning.

**SELLERS DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF WISCONSIN
COUNTY OF OSHAUKEE

BEFORE ME, the undersigned authority, this day personally appeared, Sorel L. Bergman and Harriet E. Zelenka, hereinafter referred to as "Affiants", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiants are the Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990 (the "Trust") and owners of an undivided 25% interest in all petroleum products, and an undivided 25% interest in all minerals in, upon or under the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiants' addresses are 200 E DELAWARE PL APT 11F
CHICAGO IL 60611-1735

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Trust and the percentage interest of each such person or entity.

4. Affiants acknowledge that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiants further state that Affiants are familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

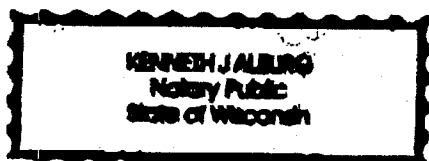
6. Under penalty of perjury, Affiants declare that Affiants have examined this Affidavit and to the best of Affiants' knowledge and belief it is true, correct, and complete.

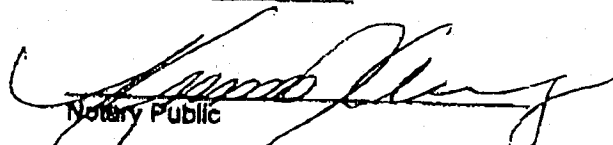
FURTHER AFFIANT SAYETH NAUGHT.

Sorel L. Bergman
SOREL L. BERGMAN Affiant
(Print Affiant Name)

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 20TH day of NOVEMBER 2006, by Sorel L. Bergman and Harriet E. Zelenka, [] who are personally known to me or [] who have produced AN ILLINOIS DRIVER'S LICENSE as identification and who did take an oath.




Notary Public

KENNETH J ALBURG
(Print Notary Name)

NOTARY PUBLIC STATE OF WISCONSIN
~~State of Florida at Large~~

My Commission Expires: 7-25-2010

NOV-20-2006 16:10

ROBERT SHAPIRO PA

P.07/08

EXHIBIT "A"

PROPERTY

PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}57'12''$, AN ARC DISTANCE OF 717.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH $44^{\circ}04'12''$ EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH $00^{\circ}55'48''$ WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH $45^{\circ}55'48''$ WEST, A DISTANCE OF 1046.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}07'48''$, AN ARC DISTANCE OF 46.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}13'00''$, AN ARC DISTANCE OF 28.30 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}35'38''$, AN ARC DISTANCE OF 46.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}26'46''$, AN ARC DISTANCE OF 1387.54 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE NORTH $79^{\circ}53'00''$ EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 1166.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES, MORE OR LESS

PARCEL II

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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THENCE CONTINUE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1140.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE SOUTH $79^{\circ}53'00''$ WEST, ALONG A LINE RADIAL TO THE FOLLOWING CURVE, A DISTANCE OF 1166.96 FEET TO A POINT ON SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 416.79 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}04'12''$ WEST, A DISTANCE OF 1140.00 FEET; THENCE NORTH $44^{\circ}55'47''$ EAST, A DISTANCE OF 56.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $89^{\circ}55'47''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND EASTERLY PROLONGATION, A DISTANCE OF 1086.96 FEET; THENCE SOUTH $45^{\circ}04'12''$ EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS

DESCRIPTION:

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°04'12" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 702.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 82°48'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 201.56 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN DEED BOOK 1036, PAGE 478 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°55'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 242.59 FEET; THENCE NORTH 89°55'48" EAST ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 299.59 FEET TO THE POINT OF BEGINNING.


CONTAINING 16854 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

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SURVEYOR AND MAPPER'S SIGNATURE

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.


RICHARD H. SMITH, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5233

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(772) 286-3883 Fax: (772) 286-3925
BPR & FBPE License No: 959 www.lbfi.com

Scale: 1"=200'

Sheet 1 OF 2

Computed: PHB

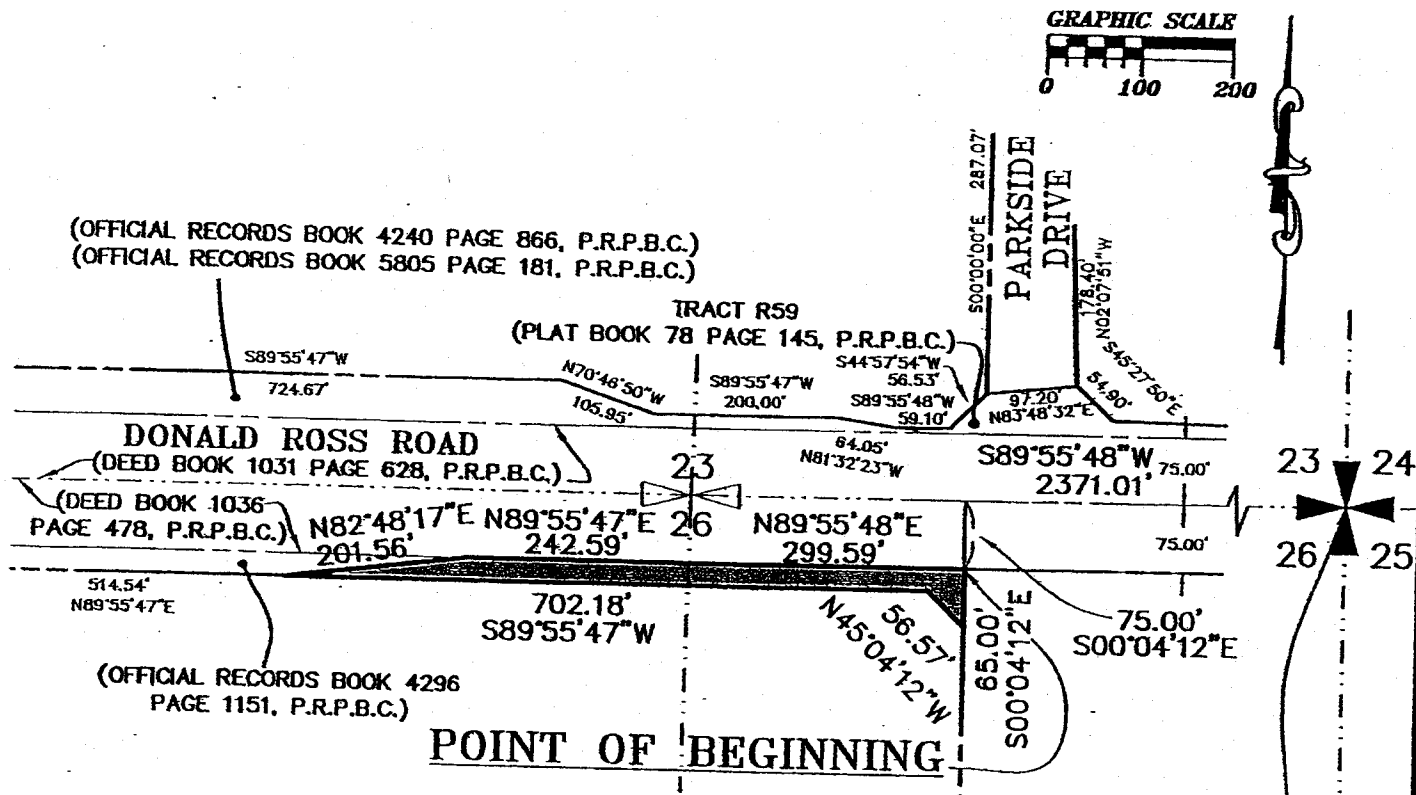
Checked: RS

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A	Page: N/A	Field: N/A
Date 7/13/06	FILE NO. 064461BDY01	Project No. 06-4461



THIS IS NOT A SURVEY

2006 LBFIH Inc.

		PROJECT NAME: SCRIPPS RESEARCH INSTITUTE SKETCH AND DESCRIPTION FOR ADDITIONAL RIGHT-OF-WAY FOR DONALD ROSS ROAD		
		REVISIONS: 8/22/06 ADDITIONAL		
		DEED REFERENCES ADDED		
lbfi CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS "Partners For Results, Value By Design"	Scale: 1"=200'	Field Book: N/A	Page: N/A	Field: N/A
	Sheet 2 OF 2	Date	FILE NO.	Project No.
	Computed: PHB Checked: RS	7/13/06	064461BDY01	06-4461

50 S.W. Corporate Parkway, Palm City, Florida 34990
(772) 286-3883 Fax: (772) 286-3925
BPR & FBPE License No: 959 www.lbfi.com

EXHIBIT "B"

SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY

Name	Address	Percentage of Interest
------	---------	------------------------

The Trust is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. The Trust must identify individual owners. If, by way of example, the Trust is wholly or partially owned by another entity, such as a corporation, the Trust must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

SARA L. PERMAN		50%
HARVEY S. PERMAN		50%

**SELLERS DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF ILLINOIS
COUNTY OF LAKE

BEFORE ME, the undersigned authority, this day personally appeared, ~~Sorell L. Bergman and~~ Harriet E. Zelenka, hereinafter referred to as "Affiants", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiants are the Co-Trustees of that certain unrecorded trust agreement dated August 31, 1990 (the "Trust") and owners of an undivided 25% interest in all petroleum products, and an undivided 25% interest in all minerals in, upon or under the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiants' addresses are 57 E. DELAWARE PL. UNIT
1001, CHICAGO, IL 60611

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Trust and the percentage interest of each such person or entity.

4. Affiants acknowledge that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiants further state that Affiants are familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

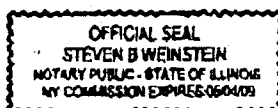
6. Under penalty of perjury, Affiants declare that Affiants have examined this Affidavit and to the best of Affiants' knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Harriet E. Zelenka
HARRIET E. ZELEKA Affiant
(Print Affiant Name)

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 20 day of November 2006, by ~~Sorell L. Bergman~~ and Harriet E. Zelenka, [] who ~~are~~ personally known to me or [] who have produced _____ as identification and who did take an oath.



Steven B. Weinstein
Notary Public
STEVEN B. WEINSTEIN
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large ILLINOIS
My Commission Expires: 5/4/09

NOV-20-2006 16:10

ROBERT SHAPIRO PA

P.07/08

EXHIBIT "A"

PROPERTY

PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $89^{\circ}55'48''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH $00^{\circ}04'12''$ EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}02'48''$, AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

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CONTAINING 30.00 ACRES, MORE OR LESS

PARCEL II

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THIS IS NOT A SURVEY

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SURVEYOR AND MAPPER'S SIGNATURE

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NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

[Signature]

RICHARD H. SMITH, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5239



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BPR & FBPE License No: 959 www.lbfh.com

Scale: 1"=200'

Sheet 1 OF 2

Computed: PHB

Checked: RS

PROJECT NAME: SCRIPPS RESEARCH INSTITUTE
SKETCH AND DESCRIPTION FOR
ADDITIONAL RIGHT-OF-WAY FOR
DONALD ROSS ROAD

REVISIONS: 8/22/06 ADDITIONAL

DEED REFERENCES ADDED

Field Book: N/A

Page: N/A

Field: N/A

Date

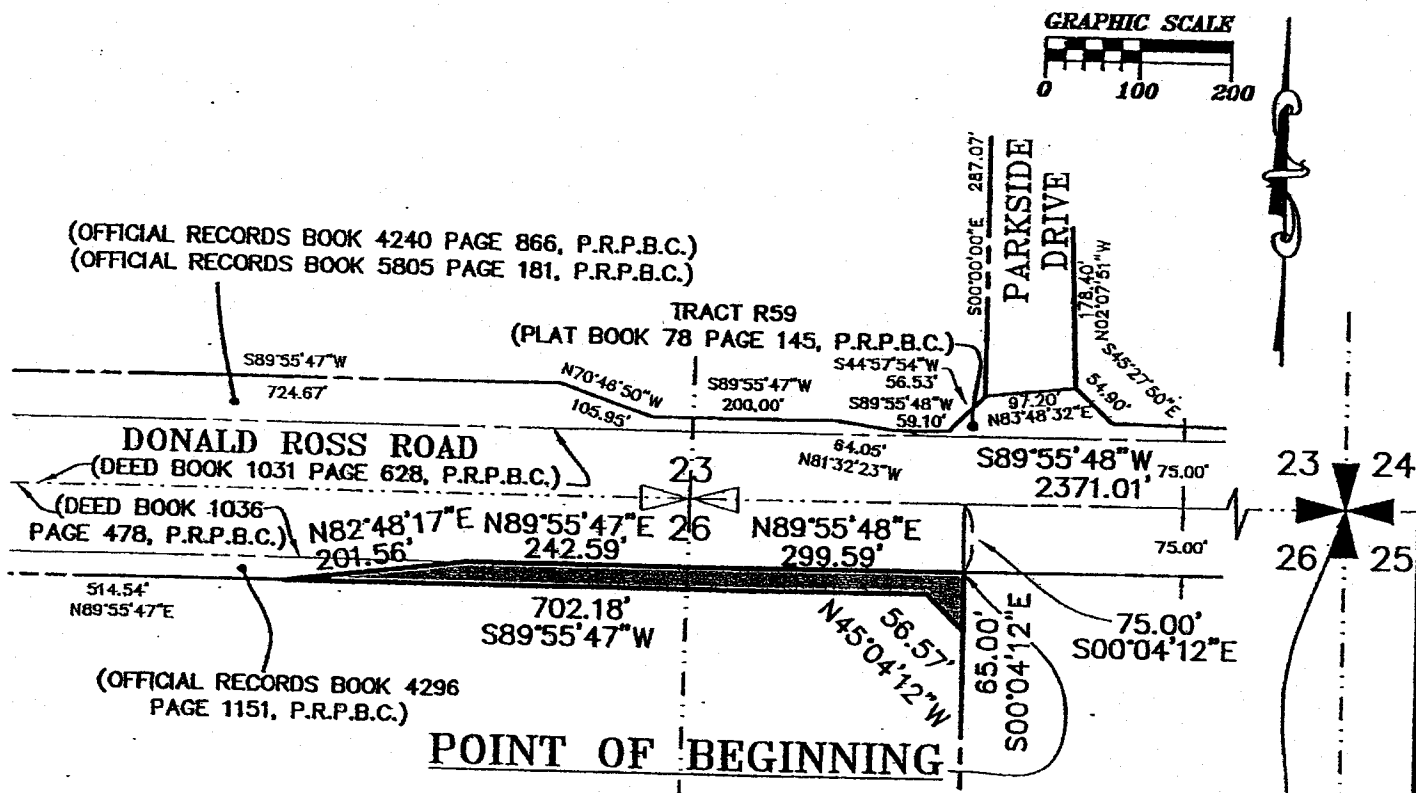
7/13/06

FILE NO.

064461BDY01

Project No.

06-4461



LEGEND



= SECTION CORNER



= QUARTER CORNER

P.R.P.B.C.= PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

BEARING BASE:

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, HAVING A GRID BEARING OF SOUTH 89°55'48" WEST AS MONUMENTED BY A PALM BEACH COUNTY BRASS DISC AND A PALM BEACH COUNTY NAIL WITH A SQUARE METAL TAB.

THIS IS NOT A SURVEY

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		REVISIONS: 8/22/06 ADDITIONAL				
		DEED REFERENCES ADDED				
		Scale: 1"=200'				
		Sheet 2 OF 2		Field Book: N/A	Page: N/A	Field: N/A
		Computed: PHB		Date	FILE NO.	Project No.
		Checked: RS		7/13/06	064461BDY01	06-4461

EXHIBIT "B"

SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY

Name	Address	Percentage of Interest
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SORAL L. PERMAN		50%
CHARLETT S. PERMAN		50%