

Agenda Item #: 5-D

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: January 15, 2008 [ ] Consent [ ] Regular  
[ ] Workshop [X] Public Hearing  
Department:

Submitted By: Engineering and Public Works  
Submitted For: Land Development Division

=====  
I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to adopt: A Resolution abandoning that certain portion of University Parkway as recorded in Official Record Book 14099, Page 1816.

**Summary:** This petition site is located north of Glades Road and west of Riverside Drive. The petitioner is requesting the abandonment as it relates to an Agreement between Palm Beach County Board of County Commissioners (County) and the School Board of Palm Beach County (School Board).

**District:** 5 (PK)

**Background and Policy Issues:** The owner is the School Board. On August 20, 2002 the County conveyed 52.3 acres, to the School Board for the future construction of a High School.

Per the Agreement (attached), the County agreed to abandon this portion of University Parkway. Neither the County's Roadway Production Division or the Utility service providers have any objection to the vacation.

**Privilege Fee Statement:** In accordance with the exemption in the Right-of-Way Abandonment and Plat Vacation Ordinance 86-18, as amended by Ordinance No. 2002-034, governmental agencies are exempt from the privilege fee.

**Attachments:**

- 1. Location Sketch
- 2. Agreement dated 8/20/2002 (R-2002-1263)
- 3. Warranty Deed recorded in Official Record Book 14099, Page 1816
- 4. Resolution with Legal Description and Sketch

=====  
Recommended by: KS Rogers 23 Dec 07 [Signature]  
Division Director Date

Approved by: A. J. Webb 12/27/07  
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____				

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

No additional fiscal impact as a result of this item.

**C. Departmental Fiscal Review:** R. J. Ward 12/13/07

**III. REVIEW COMMENTS**

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

Jan Port 1-4-08  
 OFMB SN 12/08  
 1-2-08 12/28

Jim J. Jacobs 1/7/08  
 Contract Dev. and Control  
 1/7/08

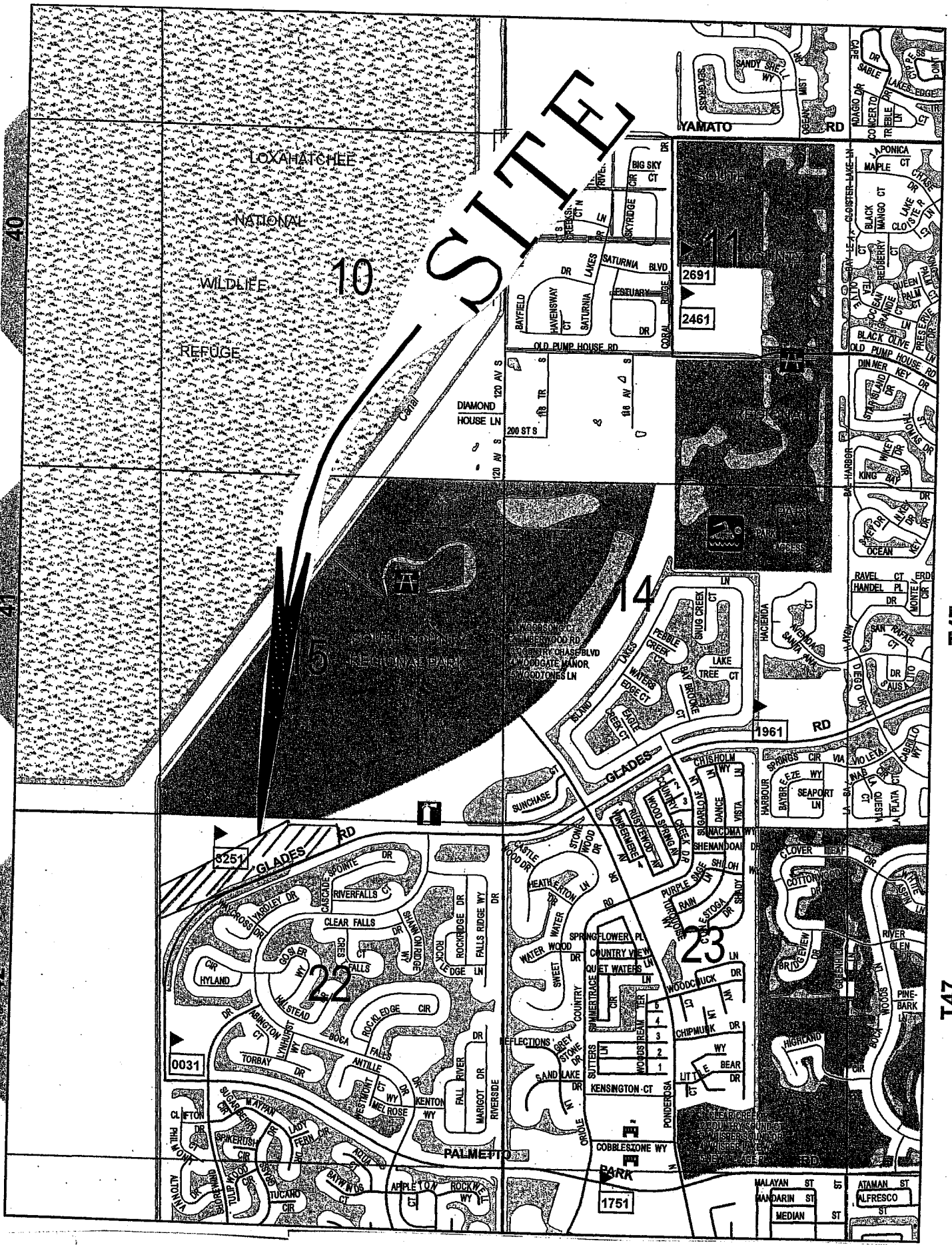
**B. Legal Sufficiency:**

Paul F. J. 1/7/08  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Division Director

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



VACATING A PORTION OF UNIVERSITY PARKWAY  
 RECORDED IN  
 OFFICIAL RECORD BOOK 14099, PAGE 1816

LOCATION SKETCH



T47

T47

T47

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41

42

Agenda Item #: 6E-4

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	August 20, 2002	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
Department:	Facilities Development and Operations	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
For:	Parks and Recreation Department		

R-2002-1263  
M/A 5-0  
Mc/Mc abn

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve an Agreement for Purchase and Sale with the School Board for the sale of 52.3 acres adjacent to South County Regional Park;
- B) approve an Amendment to Agreement for Purchase and Sale;
- C) approve an Agreement for Removal of Fill from South County Regional Park;
- D) approve an Amendment to Agreement for Removal of Fill; and
- E) adopt a Resolution authorizing the transactions described herein.

Summary: Pursuant to this Agreement the School Board will purchase 52.3 acres of the County's South County Regional Park property abutting Glades Road across from the Boca Falls subdivision. The purchase price is \$4,940,000 (\$94,455/acre) and is based on the average of two appraisals. The property is in a low lying area on the edge of the Park, needs a significant amount of fill and contains wetlands. The property was appraised as if developable without additional fill or mitigation being required. The School Board will receive a credit in the amount of \$1,173,523 for the estimated cost to fill the property and satisfy mitigation. The County will allow the School Board to excavate from the Park the fill required to bring the property up to a typical elevation at no cost. The School Board will pay \$3.00/cubic yard for any additional fill required for the project. The excavation will be within the lake areas designed for the golf course. After deducting the credits for filling and mitigating the property, the net purchase price is \$3,766,477 (\$72,016/acre). The School Board and County entered in a funding agreement whereby the two entities would cooperate in acquisitions/dispositions and carry credit balances for the cost of land. Parks and Recreation has owed the School Board \$584,000 for over four years under the funding agreement. The calculations supporting the current balance under the funding agreement are set forth in Attachment 8. These two agreements provide that the School Board will apply the \$3,766,477 purchase price against the \$584,000 owed to the School Board and that Parks will carry the balance of \$3,182,477 under the funding agreement. The funding agreement allows the School Board up to two years to either convey additional land to the County or pay the balance owed in cash. The Amendment to the Purchase and Sale Agreement and Agreement for Removal of Fill reflect the terms discussed above and were necessitated by the fact that the School Board approved initial drafts of these agreements prior to Staff finalizing the terms thereof. The conveyance to the School Board will be without reservation of mineral rights. (PREM) District 5 (HJF)

CONTINUED ON PAGE 3

Attachments:

- |   |   |
|---|---|
| 1. Location Map                                 | 5. Amendment to Agreement for Removal of Fill |
| 2. Agreement for Purchase and Sale              | 6. Funding Agreement                          |
| 3. Amendment to Agreement for Purchase and Sale | 7. Resolution                                 |
| 4. Fill Removal Agreement                       | 8. Balance Under Funding Agreement            |

Recommended By: [Signature] 8-16-02  
 Department Director Date

Approved By: [Signature]  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2002	2003	2004	2005	2006
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

This Agreement will ultimately result in \$3,082,477 in revenue, additional land of equal value, or some combination of revenue and land. Staff cannot predict at this time when the revenue/land value will be received, but pursuant to the funding agreement, the balance is required to be satisfied within two years. Any revenue or land value should be directed to the Parks and Recreation Department. However, as discussed in the Background and Justification section of this item, revenue from this transaction should not be committed to other projects pending resolution of the right-of-way and fill issues.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Signature]* 8/16/02  
 OFMB 8/8/02  
*[Signature]* 8/16/02  
 Contract Development and Control

**B. Legal Sufficiency:**  
*[Signature]* 8/17/02  
 Assistant County Attorney

This item complies with current County policies.  
 The School Board will also approve the Agreement on 8/21/02.

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

Continued from Page 1

**Background and Policy Issues:**

The County acquired a 20.7 acre civic site from the Bay Winds development in 1995. The civic site was adjacent to Parcel A of South County Regional Park on the other side of the right-of-way for University Parkway. Over the years, the plans for University Parkway have been delayed and Engineering recently agreed to reduce and relocate its right-of-way which resulted in the County being able to assemble a 52 acre site and make the site available for purchase by the School Board. The School Board had been unable to locate a site for a High School in the west Boca area and is under significant pressure to site and build a High School in this area.

The site, due to its location on the opposite side of the right-of-way from the Park, and due to mitigation requirements, has remained undeveloped. Parks and Recreation is proceeding to develop a golf course on the remainder of Parcel A, but had no plans for development of this property.

Two recent appraisals of the property indicated values, as if developable with no unusual filling or mitigation, of \$4,650,000 and \$5,230,000 for an average of \$4,940,000 (\$94,455/acre).

In order to bring the property up to a typical vacant site elevation, assumed to be one foot below road grade, 218,629 cubic yards of fill material will be required to be brought onto the site, spread and compacted. The most cost efficient way to provide this fill will be to excavate it from the lake areas of the proposed golf course on Parcel A of the Park. Pursuant to the Fill Removal Agreement, the School Board will dig the lakes in accordance with the design for the golf course, haul the fill to the site, spread and compact it. The School Board will receive the fill for free, and a credit in the amount of \$843,523 for digging, hauling, spreading and compacting the fill. In addition, in order to satisfy wetlands mitigation required in connection with development of the property, the School Board will receive a credit of \$330,000 to cover the cost of purchasing mitigation credits from the Loxahatchee Mitigation Bank.

In order to relocate and reduce the right-of-way for University Parkway (a/k/a Coral Ridge Drive), Engineering will have to acquire additional right-of-way from the South Florida Water Management District. It was initially estimated that approximately 4 acres would be required. Recently, Engineering increased this amount to 13 acres. In addition, Engineering will require fill to reestablish a berm along the boundary of SFWMD's reservoir project necessitated by relocation of the right-of-way. Initially, Engineering estimated this would require 80,000 cubic yards of fill, but has increased this requirement to 300,000 cubic yards. Because relocation/reduction of the right-of-way enabled Parks to obtain approximately 30 acres of additional property, Engineering will require Parks to fund any costs associated with obtaining this additional right-of-way and fill. In addition, Engineering will require Parks to accommodate stormwater retention for the road frontage along the Park. Staff will work with Engineering to design a solution to accommodate Engineering's requirements in the most cost effective manner possible. However, this remains a significant unfunded contingent liability, and as such, Parks should not commit any revenues from this sale to the School Board until the issues are resolved.

The School Board has requested that this conveyance be without reservation of mineral rights, contrary to Board policy. The School Board feels that a reservation of mineral rights is not appropriate in light of the fact that they are paying full value for the property and that this conveyance is to another government entity.

R2002 1263

**AGREEMENT FOR PURCHASE AND SALE**

This Agreement for Purchase and Sale is made and entered into AUG 20 2002 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic (hereinafter referred to as the "Purchaser").

**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"** - Received wire transfer of federal funds.

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 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating on the Closing Date.

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

1.7 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon.

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, County agrees to sell and convey to Purchaser and Purchaser agrees to purchase from County, the Real Property on the terms, covenants, and conditions hereinafter set forth, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price of the Real Property shall be Four Million Nine Hundred Forty Thousand and 00/100 (\$4,940,000).

3.2 **Credits Against Purchase Price.**

A. **Fill Material.** Purchaser shall receive a credit in the amount of \$1,480,075 for the cost of digging, hauling, placing and compacting 345,000 cubic yards of fill material being provided to Purchaser by County pursuant to the Removal of Fill Agreement between the parties hereto of even date herewith. Purchaser acknowledges that

said credit was based upon estimates prepared by Purchaser and has not been reviewed by County Staff and County's consultants. Upon completion of review of the Purchaser's estimates by County, the parties shall negotiate and finalize the credit to be provided hereunder and shall amend this Agreement to reflect the final agreed upon estimate. In the event that the parties are unable to agree upon said estimate, either party shall have the right, at its option, to terminate this Agreement.

B. Mitigation. Purchaser shall receive a credit of \$ 692,500 for the cost of obtaining mitigation credits from a private mitigation bank to satisfy mitigation requirements in connection with environmental permitting for Purchaser's proposed development.

3.3 Payment of Purchase Price. On the Closing Date, Purchaser shall pay the total amount of the Purchase Price of the Real Property in Current Funds, subject to any adjustments, credits, and prorations as herein provided. In the alternative, Purchaser shall have the right to offset the sums due under this Agreement against the balance owing from County to Purchaser under that certain Agreement between County and Purchaser dated September 21, 1993 and approved by the Board of County Commissioners under Resolution No. R93-1188D.

4. INSPECTION OF PROPERTY. During the Inspection Period, Purchaser and its engineers, surveyors, agents and representatives shall have unrestricted access to the Real Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by Purchaser at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event Purchaser elects not to close upon its purchase of the Real Property, Purchaser shall restore the Real Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. In the event that such inspections shall reveal a deficiency in the Real Property, as determined by Purchaser in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to County, whereupon the parties shall be relieved of all further obligations hereunder.

5. EVIDENCE OF TITLE.

5.1 Within fifteen (15) days after the Effective Date of this Agreement, the Purchaser shall obtain owner's title insurance commitment issued by a title insurance company acceptable to Purchaser, agreeing to issue to the Purchaser upon the recording of the Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the Purchaser to the Real Property. The cost of said commitment and policy and any premium therefor shall be borne by County.

The Purchaser shall have until the later of ten (10) days after receipt from the County of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any matter which is unacceptable to Purchaser, Purchaser shall notify County of Purchaser's objection thereto, and County shall act with reasonable effort to remove such exception(s), which exceptions shall be deemed to constitute title defects. The County shall be entitled to up to ninety (90) days from the date of notification by Purchaser (with adjournment of the Closing Date if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the commitment without the inclusion of any additional exceptions to coverage. 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, or such earlier date as Purchaser may, at its option, require, Purchaser shall have the option of: (a) accepting title to the Real Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to County, whereupon the parties shall be released from all further obligations hereunder.

5.2 Purchaser may request, prior to the Closing, an endorsement of the commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, the title insurance commitment shall 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 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 Real Property (provided Purchaser obtains a survey in accordance with Section 6 hereof); (c) easements or claims of easement not shown by the public records (provided Purchaser obtains a survey in accordance with Section 6 hereof); (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; and (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Real Property by the Purchaser.

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

6. **SURVEY.** Purchaser shall have the right, within the time period provided in Section 5 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, the same shall be treated as title defects as described in Section 5 of this Agreement, and Purchaser shall have the same rights and remedies as set forth therein.

7. **RISK OF LOSS.** Purchaser shall bear the risk of any loss, damage or casualty to the Real Property prior to Closing. In the event of any such loss, damage or casualty, Purchaser shall have the right, at its option, to terminate this Agreement, whereupon the parties shall be released from all further obligations hereunder. Purchaser shall have access to the Real Property from and after the Effective Date.

8. **CLOSING.** The parties agree that the Closing upon the Real 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, 3323 Belvedere Road, Building 503, West Palm Beach, Florida.

8.2 **Closing Date.** The Closing shall take place on August 30, 2002, or at such earlier date as is mutually agreed upon by the parties.

8.3 **Closing Documents.** County shall be responsible for preparation of all Closing documents. County shall submit copies of same to Purchaser no less than ten (10) days before Closing. At Closing, County shall deliver, or cause to be delivered to Purchaser, the following documents, each fully executed and acknowledged as required.

8.3.1 County Deed. A County Deed conveying title to the Real Property in accordance with the terms thereof.

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

8.3.3 Additional Documents. The parties shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated.

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

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

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

9. EXPENSES.

9.1 Purchaser shall pay the following expenses at Closing.

9.1.1 The cost of recording the deed of conveyance.

9.2 County shall pay the following expenses at Closing:

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

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

9.2.3 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Real Property.

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

10. CONDEMNATION. In the event that all or any part of the Real 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, Purchaser 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. Purchaser shall have the right to participate in any such proceedings.

11. REAL ESTATE BROKER. Each of the parties represent and warrant to the other that they have not dealt with any broker salesman, agent, or finder in connection with this transaction. The foregoing representations and warranties shall survive the closing or termination of this Agreement.

12. **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, 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:

12.1 County:

Palm Beach County  
Property & Real Estate Management Division  
Ross C. Hering, Director  
3323 Belvedere Road  
Building 503  
West Palm Beach, Florida 33406

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

12.2 Purchaser:

School Board of Palm Beach County  
Real Estate Services  
Barry Present, Director  
3320 Forest Hill Boulevard  
West Palm Beach, FL 33406-5813

With a copy to:

Thomas E. Streit, Esquire  
Akerman, Senterfitt & Eidsen, P.A.  
222 Lakeview Avenue, Suite 400  
West Palm Beach, FL 33401

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.

13. **ASSIGNMENT.** Neither Purchaser nor County 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. 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.

14. DEFAULT.

14.1 Default by County. In the event County fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Purchaser shall have the right to (1) terminate this Agreement by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event Purchaser elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Purchaser shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove.

14.2 Default by Purchaser. In the event Purchaser 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 have the right to (1) terminate this Agreement at any time prior to Closing by written notice to Purchaser, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Purchaser a reasonable period of time within which to cure such default during which time Purchaser shall utilize Purchaser's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event County elects option number two (2) set forth hereinabove and Purchaser fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. **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.

22. **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.

23. **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.

24. **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.

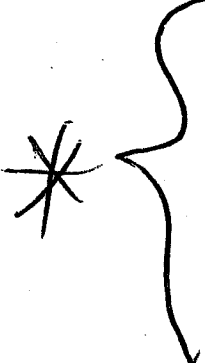
25. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing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

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

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

28. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

29. **ABANDONMENTS.** Seller shall take all necessary steps to cause to be legally abandoned all County rights-of-way on the Real Property including but not limited to: (a) the right-of-way for University Parkway as described in Official Records Book 3600, Page 1618, Official Records Book 6352, Page 1799 and Official Records Book 6314, Page 598; and (b) all utility and limited access easements shown on the Plat of Boca Falls Civic Site, Plat Book 32, Page 175 subject to Purchaser's providing any affected utility company with replacement easements, if required, along the boundaries of the Real Property. If timing is such that Seller is unable to complete such abandonments prior to Closing, Seller shall continue efforts so that such abandonments are completed as soon after Closing as possible. Seller shall provide Purchaser with appropriate Resolution(s) evidencing the abandonment of rights-of-way and removal of the referenced easements from the Plat.



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

Signed, sealed, and delivered in the presence of

Date of Execution by Purchaser:  
07/17, 2002

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: [Signature]  
Thomas B. Lynch, Chairman

By: [Signature]  
Arthur C. Johnson, PhD, Superintendent

ATTEST:

[Signature]  
Witness  
Alissa Palmer  
Witness

REVIEWED AND APPROVED AS TO LEGAL FORM

By: Thomas E. Streit 7/16/02  
School Board Attorney Date

THOMAS E. STREIT, ESQ.  
AKERMAN, SENTERFITT & EIDSON, P.A.

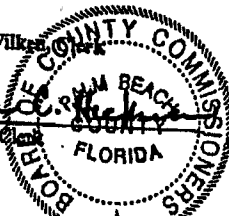
R2002 1263

Date of Execution by Seller:  
AUG 20 2002, 2002

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

By: [Signature] for  
Warren H. Newell, Chairman

ATTEST:

Dorothy H. Wilkes  
By: [Signature]  
Deputy Clerk  


APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]  
Department Director

**SCHEDULE OF EXHIBITS**

<b>EXHIBIT "A"</b>	<b>LEGAL DESCRIPTION</b>
--------------------	--------------------------

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION  
(PARCEL 1 - PALM BEACH COUNTY PARCEL)

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH  $01^{\circ}16'28''$  EAST ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 1887.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $66^{\circ}30'15''$  EAST, A DISTANCE OF 175.30 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH  $66^{\circ}30'15''$  EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE OF UNIVERSITY DRIVE, HAVING A CENTRAL ANGLE OF  $24^{\circ}46'13''$  AND A RADIUS OF 1730.00 FEET, A DISTANCE OF 747.92 FEET; THENCE NORTH  $01^{\circ}16'28''$  WEST ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 798.28 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 1.0 ACRES MORE OR LESS.

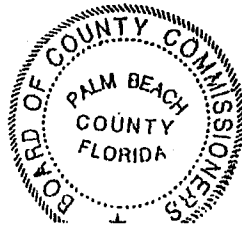
LEGAL DESCRIPTION  
(PARCEL 3 - PALM BEACH COUNTY PARCEL)

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "Z-7" AND TRACT "S-12B", BOUNDARY PLAT OF ORIOLE COUNTRY, AS RECORDED IN PLAT BOOK 32, PAGES 175 THROUGH 180, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING ALL OF THE PLAT OF BOCA FALLS CIVIC SITE, AS RECORDED IN PLAT BOOK 72, PAGES 118 AND 119, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF UNIVERSITY PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 3600, PAGES 1618 THROUGH 1620, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH  $01^{\circ}16'28''$  EAST ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 135.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $89^{\circ}43'57''$  EAST ALONG A LINE WHICH IS PARALLEL WITH AND LIES 135.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) TO THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1568.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF  $09^{\circ}32'35''$  AND A RADIUS OF 6731.18 FEET, A DISTANCE OF 1121.12 FEET TO A NON-TANGENT POINT; THENCE SOUTH  $24^{\circ}10'02''$  EAST, A DISTANCE OF 290.22 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 3600, PAGES 1624 THROUGH 1626, AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, AS RECORDED IN OFFICIAL RECORD BOOK 3600, PAGES 1618 THROUGH 1620, ALL BEING WITHIN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH  $65^{\circ}49'58''$  WEST ALONG A PORTION OF THE UNIVERSITY DRIVE RIGHT-OF-WAY AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID UNIVERSITY PARKWAY, A DISTANCE OF 3037.73 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE NORTH  $01^{\circ}16'28''$  WEST ALONG THE WEST LINE OF SAID SECTION 22, THE WEST LINE OF SAID UNIVERSITY PARKWAY, THE WEST LINE OF SAID PLAT OF BOCA FALLS CIVIC SITE AND A PORTION OF THE WEST LINE OF SAID TRACT "Z-7", A DISTANCE OF 1403.10 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 51.30 ACRES MORE OR LESS.

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, DOROTHY H. WILKEN, ex-officio Clerk of the  
Board of County Commissioners certify this to be a  
true and correct copy of the original filed in my office  
on August 20, 2002  
DATED at West Palm Beach, FL on 8-21-2002.  
DOROTHY H. WILKEN, Clerk  
By: Shirley C. Heckman D.C.





RETURN TO:  
Thomas E. Strait, Esq.  
Akerman, Senterfitt & Eideon  
222 Lakeview Ave, #400  
W. Palm Beach, FL 33401



08/30/2002 16:24:30 28820439020  
OR BK 14899 PG 1816  
Palm Beach County, Florida  
AMT 10.00  
Doc Stamp 0.70

Prepared by and return to:  
Howard J. Falcon III  
Assistant County Attorney  
County Attorney's Office  
P.O. Box 1989  
West Palm Beach, FL 33402-1989

Property Identification No. 00-41-47-22-06-000-0000

R2002 1263

COUNTY DEED

THIS DEED, made August <sup>AUG 28 2002</sup> 28, 2002 by PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, FL 334014791, party of the first part, to THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, whose legal mailing address is 3320 Forest Hill Boulevard, West Palm Beach, FL 33406-5813, party of the second part.

WITNESSETH:

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

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

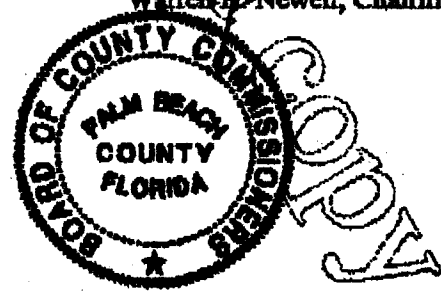
IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board the day and year aforesaid.

ATTEST:

DOROTHY H. WILKEN, Clerk  
Board of County Commissioners  
By: [Signature]  
Deputy Clerk

PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
By: [Signature]  
Warren H. Newell, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: [Signature]  
Assistant County Attorney



{WFO99573;3}

BOOK 14099 PAGE 1817  
Dorothy H. Wilken, Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION  
(PARCEL 1 - PALM BEACH COUNTY PARCEL)**

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.0 ACRES MORE OR LESS.

**LEGAL DESCRIPTION  
(PARCEL 3 - PALM BEACH COUNTY PARCEL)**

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "Z-7" AND TRACT "S-12B", BOUNDARY PLAT OF OGDON COUNTRY, AS RECORDED IN PLAT BOOK 32, PAGES 175 THROUGH 180, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING ALL OF THE PLAT OF BOCA FALLS CIVIC SITE, AS RECORDED IN PLAT BOOK 72, PAGES 118 AND 119, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF UNIVERSITY PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 3600, PAGES 1618 THROUGH 1620, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 51.30 ACRES MORE OR LESS.

RESOLUTION NO. R-2008-\_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ABANDONING THAT CERTAIN PORTION OF UNIVERSITY PARKWAY AS RECORDED IN OFFICIAL RECORD BOOK 14099, PAGE 1816.

**WHEREAS**, the Board of County Commissioners of Palm Beach County, Florida, pursuant to authority in Section 336.09, Florida Statutes, and Ordinance No. 86-18 known as the Palm Beach County Right-of-Way Abandonment and Plat Vacation Ordinance, as amended, and the petition of The School Board of Palm Beach County, called a public hearing to be held in the County Commissioners' Chambers, at the Governmental Office Complex, West Palm Beach, Florida, on January 15, 2008, to consider and determine whether or not Palm Beach County would vacate, abandon, discontinue and close, renounce and disclaim any right or interest of the County to the; and

**WHEREAS**, in accordance with Ordinance No. 86-18, as amended, notice of the holding of such meeting was duly published in the Palm Beach Post on December 30, 2007; and

**WHEREAS**, this Board, did hold said hearing as advertised and determined that such action will not materially interfere with the County Road System and will not deprive any person of a reasonable means of ingress and egress from at least one County, State or Federal highway.

RESOLUTION NO. R-2008-\_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are hereby reaffirmed and ratified.
2. That certain portion of University Parkway right-of-way is hereby abandoned and closed as right-of-way and this Board does hereby renounce and disclaim any right or interest of Palm Beach County and the Public in and to the right-of-way, more fully described in the legal description and sketch attached hereto and made a part hereof.
3. Notice of the adoption of this Resolution shall be published once in the Palm Beach Post within thirty (30) days of the date of adoption of this Resolution in accordance with Section 336.10, Florida Statutes and Ordinance No. 86-18.

RESOLUTION NO. R-2008-\_\_\_\_\_

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Addie L. Greene, Chairperson

John F. Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY COMMISSIONERS**

**Sharon R. Bock, Clerk & Comptroller**

BY: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

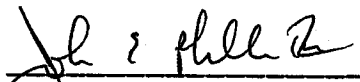
BY: \_\_\_\_\_  
County Attorney

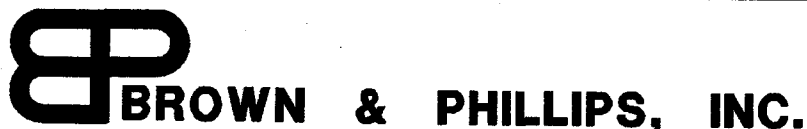
**SURVEY REPORT**

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 61G17-6.002(10), FLORIDA ADMINISTRATIVE CODE. FIELD WORK COMPLETED ON SEPTEMBER 6, 2007.
2. SURVEY BASED ON THE BOUNDARY PLAT OF ORIOLE COUNTRY AS RECORDED IN PLAT BOOK 32, PAGE 175, OFFICIAL RECORDS BOOK 3600, PAGE 1618 AND OFFICIAL RECORDS BOOK 14099, PAGE 1816, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. BEARINGS BASED ON N01°16'28"W ALONG THE WEST LINE OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 41 EAST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.
5. ● DENOTES SET #4 IRON ROD WITH BROWN & PHILLIPS, INC. CAP, UNLESS NOTED OTHERWISE.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY, UNLESS SHOWN HEREON.
7. THE CURRENT USE OF THE SUBJECT PROPERTY IS A SCHOOL SITE (WEST BOCA RATON COMMUNITY HIGH SCHOOL). THIS USE FALLS WITHIN THE SUBURBAN RISK CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
8. THE CONTRACTED PURPOSE OF THIS SURVEY IS TO MEET THE SURVEY REQUIREMENT FOR THE RIGHT-OF-WAY ABANDONMENT OF UNIVERSITY PARKWAY.
9. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.
10. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
  - A) BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY
  - B) SCHOOL BOARD OF PALM BEACH COUNTY

**ABBREVIATIONS**

- IR/C- #4 IRON ROD WITH BROWN & PHILLIPS CAP
- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- PBCo - PALM BEACH COUNTY
- ORB - OFFICIAL RECORD BOOK
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH

  
 \_\_\_\_\_  
 JOHN E. PHILLIPS, III  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA/NO. 4826  
 DATE: 11/19/07



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

**SKETCH OF  
BOUNDARY SURVEY**

DRAWN: DKN	PROJ. No. 06-066
CHECKED: TB	SCALE: NONE
FIELD BOOK:	DATE: SEPT. 2007
PAGES:	SHEET 1 OF 3

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF UNIVERSITY PARKWAY AS RECORDED IN OFFICIAL RECORDS BOOK 3600, PAGE 1618, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ALSO BEING A PORTION OF TRACT "S-12B", AS SHOWN ON THE BOUNDARY PLAT OF ORIOLE COUNTRY AS RECORDED IN PLAT BOOK 32, PAGE 175, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF PARCEL 3 AS RECORDED IN OFFICIAL RECORDS BOOK 14099, PAGE 1816, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22;  
THENCE S01°16'28"E, ALONG THE WEST LINE OF SAID SECTION 22 AND THE WEST LINE OF SAID PARCEL 3 FOR 1075.72 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID UNIVERSITY PARKWAY AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N65°49'57"E FOR 2396.61 FEET TO THE NORTH LINE OF SAID PARCEL 3, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 6731.18 FEET, WHERE THE RADIAL LINE BEARS N05°42'08"W;

THENCE EASTERLY, ALONG NORTH LINE AND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°05'37" FOR 480.91 FEET TO THE EAST LINE OF SAID PARCEL 3;

THENCE ALONG SAID EAST LINE, S24°10'02"E FOR 290.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNIVERSITY PARKWAY;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S65°49'57"W FOR 3037.73 FEET TO THE SAID WEST LINE OF SECTION 22 AND THE SAID WEST LINE OF PARCEL 3;

THENCE ALONG SAID WEST LINE, N01°16'28"W FOR 462.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,223,047.48 SQUARE FEET (28.08 ACRES), MORE OR LESS.

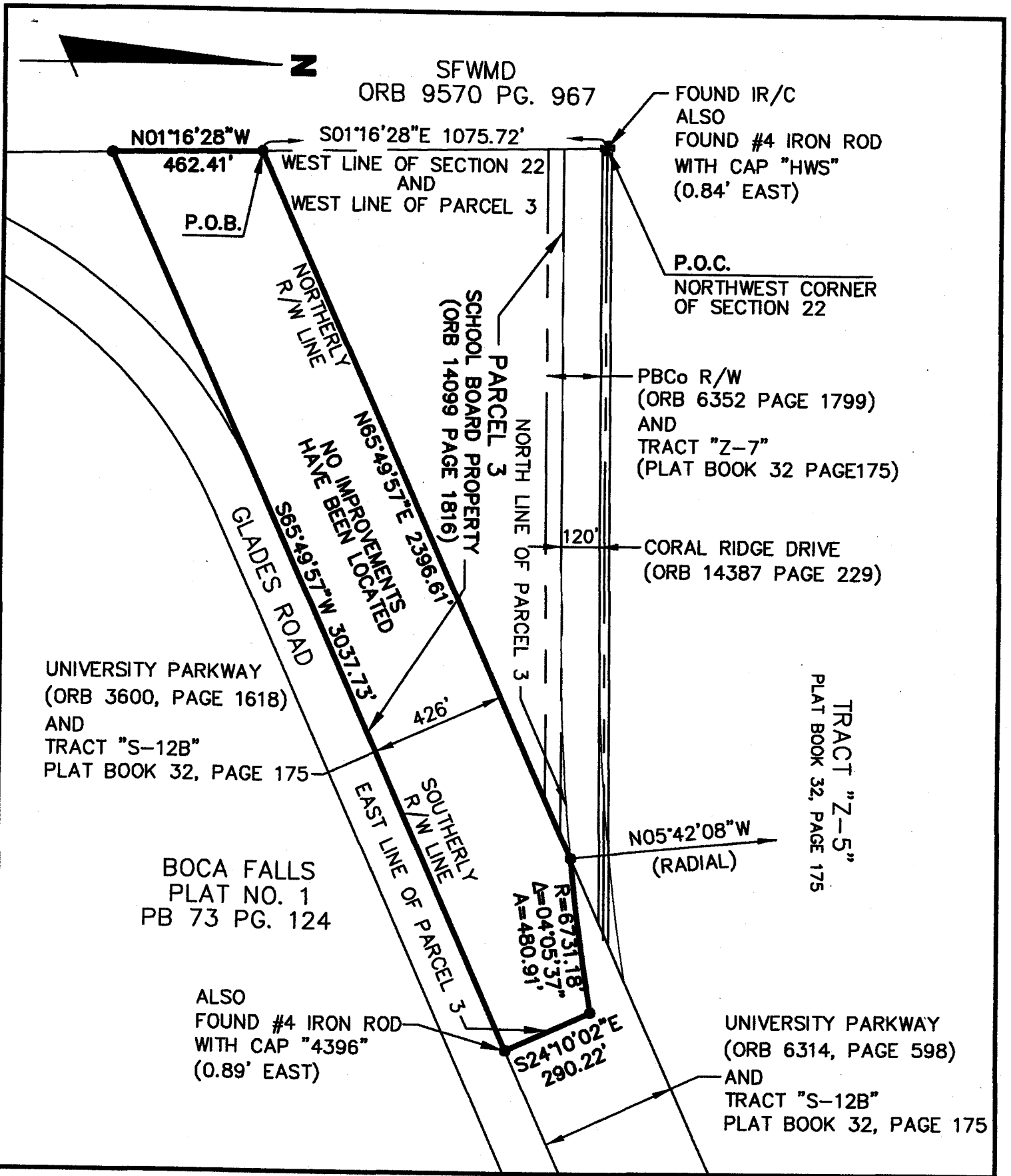
BEARING BASIS: S01°16'28"E ALONG THE WEST LINE OF SECTION 22/47/41.

 **BROWN & PHILLIPS, INC.**

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

**SKETCH OF  
BOUNDARY SURVEY**

DRAWN: DKN	PROJ. No. 06-066
CHECKED: TB	SCALE: NONE
FIELD BOOK:	DATE: SEPT. 2007
PAGES:	SHEET 2 OF 3



**B BROWN & PHILLIPS, INC.**

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

SKETCH OF  
BOUNDARY SURVEY

DRAWN: DKN	PROJ. No. 06-066
CHECKED: TB	SCALE: 1" = 400'
FIELD BOOK:	DATE: SEPT. 2007
PAGES:	SHEET 3 OF 3