

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt a Resolution authorizing the conveyance of the County's interest in 0.2518 acres of land to the School Board of Palm Beach County, without reservation of mineral and petroleum rights;
- B) approve a Sale and Purchase Agreement with the School Board of Palm Beach County; and
- C) approve a County Deed in favor of the School Board of Palm Beach County.

Summary: In 1921, the School Board built Northboro Elementary School located south of 40th Street between Spruce Avenue and Poinsetta Avenue in West Palm Beach. In 1945, the County received title to 0.2518 acres adjacent to the school property due to non-payment of taxes. This parcel is located within the school site. In 1991, the School Board constructed an addition located on the south side of the school. A title report recently completed by the School Board revealed that a portion of the building encroaches onto the County's property. The School Board is requesting conveyance of the property to rectify the ownership issue. The sale price of \$88,000 was calculated at 0.2518 acre X \$350,000 per acre = \$88,130; rounded to \$88,000. At the request of the School Board, the County will convey its interest without reservation of mineral rights. (PREM) District 7 (HJF)

Background and Justification: In 1945, pursuant to a Final Decree, the County received title to a 0.2518 acre parcel of land due to non-payment of taxes. The School Board's Five Year Plan includes the modernization of Northboro Elementary School. Following standard procedure, the School Board received a title commitment wherein it was discovered the County holds title to a portion of the School site underlying a portion of the building constructed in 1991. The sale price is based upon an analysis of four (4) parcels assembled by the School Board for the school expansion in 1991, with prices ranging from \$95,238 - \$500,000/acre; averaging \$321,577/acre. The School Board has the option of offsetting the purchase price under the Funding Agreement, dated September 21, 1993 (R93-1188D), or to pay by a School Board Warrant at Closing.

Attachments:

- 1. Location Map
- 2. Resolution
- 3. Sale & Purchase Agreement
- 4. County Deed
- 5. School Board's Request Letter, dated September 3, 2008

Recommended By: [Signature] Anthony Wolf 12/14/08
 Department Director Date

Approved By: [Signature] [Signature]
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$88,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$88,000)*	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6422
 Program _____

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

* General Fund Revenues. In the event the School Board uses the Funding Agreement, the funds will not be received this Fiscal Year, but the County will receive a credit which may be applied against obligations owing to the School Board.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB [Signature] 12-22-08
 Contract Development and Control [Signature] 12/22/08
 (10) CN 12/100
 12/24/08

This Contract complies with our contract review requirements.
 At the time of CDC's review, the contract was not executed.

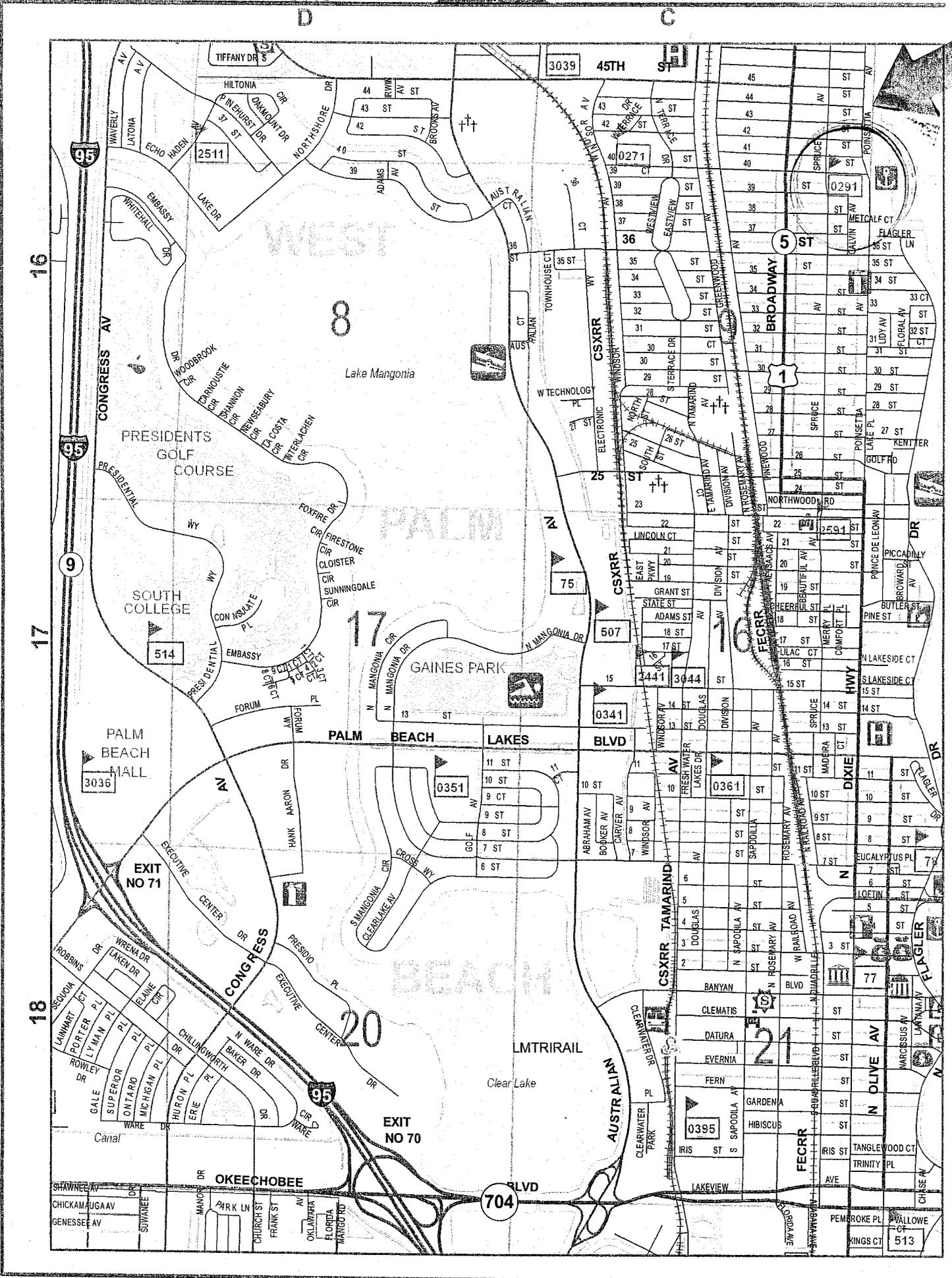
B. Legal Sufficiency:

[Signature] 12/23/08
 Assistant County Attorney
 Agreement not signed by School Board at time of CAO review

C. Other Department Review:

 Department Director

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



Attachment # 1

LOCATION MAP

Handwritten signature or initials.

RESOLUTION NO. 2008-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA PURSUANT TO FLORIDA STATUTES, SECTION 125.38, FOR EIGHTY-EIGHT THOUSAND DOLLARS (\$88,000.00) AND WITHOUT RESERVATION OF MINERAL AND PETROLEUM RIGHTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida (the "School Board"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County convey 0.21 acres of surplus real property to the School Board for use by the School Board for modernization of the Northboro Elementary School in conjunction with its Five Year Plan; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes; and

WHEREAS, pursuant to Florida Statutes, Section 270.11, the School Board has requested that such property be conveyed without reservation of any phosphate, mineral, metals, and/or petroleum rights; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property without reserving any phosphate, mineral, metals, and/or petroleum rights.

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

Section 1. Recitals

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

Section 2. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to the School Board for Eighty-Eight Thousand and no/100 Dollars (\$88,000.00) and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Deed.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

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:

COMMISSIONER JOHN F. KOONS, CHAIRMAN
COMMISSIONER BURT AARONSON, VICE CHAIRMAN
COMMISSIONER KAREN T. MARCUS
COMMISSIONER SHELLEY VANA
COMMISSIONER MARY MCCARTY
COMMISSIONER JESS R. SANTAMARIA
COMMISSIONER ADDIE L. GREENE

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2008.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Assistant County Attorney

By Reed Anthony Wolf
Department Director

AGREEMENT FOR SALE AND PURCHASE

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

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

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

2. **PURCHASE PRICE:** The purchase price of the Property shall be Eighty-Eight Thousand and no/100 Dollars (\$88,000.00) for the Property, which constitutes 0.2518 acres of land.

3. **CLOSING:** This Agreement shall be closed and the deed delivered within 30 days of the Effective Date of this Agreement. The following are additional details of closing:

A. **Time and Place:** The Closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.

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

C. **Payment of Purchase Price:** On the Closing date, Buyer shall pay the total amount of the Purchase Price of the Property, subject to any adjustments, credits, and prorations as herein provided, by School Board Warrant drawn against a public banking institution located in Palm Beach County, Florida. In the alternative, Buyer shall have the right to offset the sums due under this Agreement against the balance owing from Seller to Buyer under that certain Agreement between Seller and Buyer dated September 21, 1993, and approved by the Board of County Commissioners under Resolution No. R93-1188D.

The obligations set forth in this Section shall survive closing.

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

Attachment # _____

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

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

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

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

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

7. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, Seller shall have the right to bring an action against Buyer for Specific Performance. If Seller fails to perform any covenants or obligation of this Agreement, Buyer shall have the right to bring an action for Specific Performance. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

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

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

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

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

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

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

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

15. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

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

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

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

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

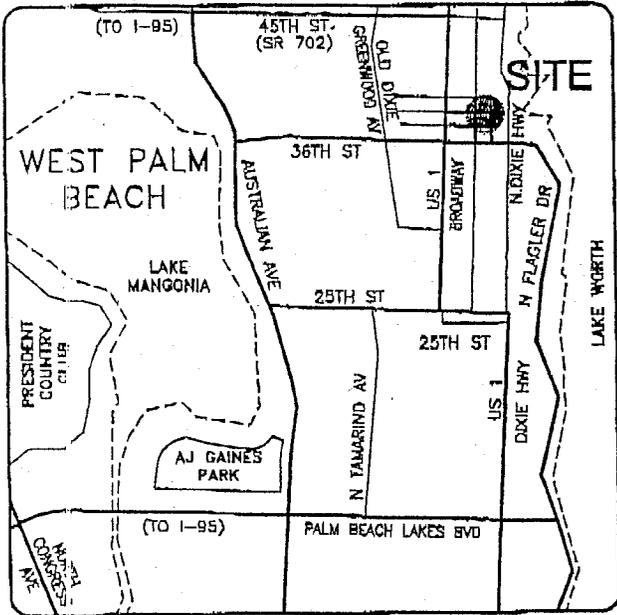
19. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

LEGAL DESCRIPTION

SKETCH AND DESCRIPTION for: Palm Beach County School Board



LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 80 FEET OF LOT 4 THE GALE LAKE WORTH PLAT NO. 1
TOGETHER WITH
THE NORTH 82 FEET OF THE WEST 80 FEET OF LOT 6 THE GALE LAKE WORTH PLAT NO. 1

AS RECORDED IN PLAT BOOK 3, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 10,969 SQUARE FEET, MORE OR LESS.

NOTES:

- 1.) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3.) THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE NORTH LINE OF SECTION 9, TWP 43 S, RGE 43 E, BEING NORTH 90°00'00" WEST.
- 4.) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
- 5.) THIS IS NOT A BOUNDARY SURVEY.
- 6.) NOT VALID WITHOUT SHEET 2 OF 2.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A. ENGINEERS - PLANNERS - SURVEYORS

Robert N. Johnson
BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 8546
(FOR THE FIRM)

11/06/2008
DATE OF SIGNATURE

© 2008
KEITH & SCHNARS, P.A.

Z:\Projects\17618.00 PBC School District\17618.00 PBC58 - NorthBoro Elementary\7a - Survey Drawings\chd\17618.05-S&D (2008 NOV 6).dwg
Layout: Lot4+6 rev. Thu Nov 08, 2008 - 10:15



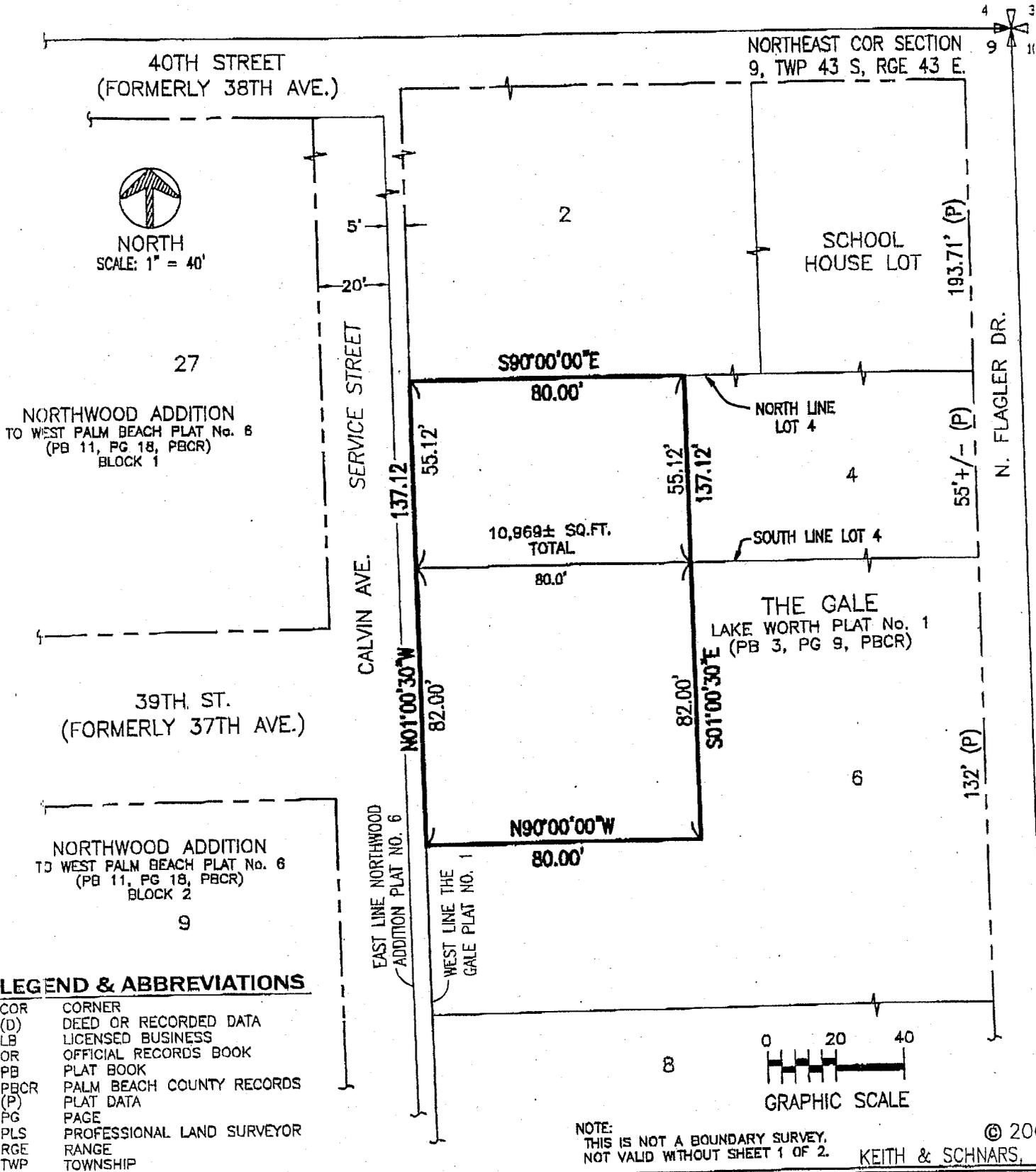
KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1880 SE Lyngate Drive, Suite 202,
Port St. Lucie, FL 34952

DATE	4/22/08
SCALE	N/A
FIELD BK	N/A
DWG BY	tm

DATE	REVISIONS
10/21/08	REV STREET NAMES
11/04/08	ADD OLD ST NAMES

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
Palm Beach County, Florida
SHEET NO. 1 OF 2 SHEETS

SKETCH AND DESCRIPTION for: Palm Beach County School Board



LEGEND & ABBREVIATIONS

COR	CORNER
(D)	DEED OR RECORDED DATA
LB	LICENSED BUSINESS
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PBCR	PALM BEACH COUNTY RECORDS
(P)	PLAT DATA
PG	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
RGE	RANGE
TWP	TOWNSHIP

NOTE:
THIS IS NOT A BOUNDARY SURVEY.
NOT VALID WITHOUT SHEET 1 OF 2.

© 2008
KEITH & SCHNARS, P.A.



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1890 SE Lyngate Drive, Suite 202,
Port St. Lucia, FL 34952

DATE	4/22/08
SCALE	1" = 40'
FIELD BK.	N/A

DATE	REVISIONS
10/21/08	REV STREET NAMES
11/04/08	ADD OLD ST NAMES

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
Palm Beach County, Florida
SHEET NO. 2 OF 2 SHEETS

Z:\Projects\17618.00 PBC School District\17618.05 PBCSB - Northwood Elementary\17618.05-560 (2008 NOV 9).dwg
 Layout: Lot4+6 rev. Thu Nov 05, 2008 - 10:54

EXHIBIT "B"

COUNTY DEED

PREPARED BY AND RETURN TO:
Margaret Jackson, Real Estate Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 74-43-43-09-01-000-0041
Closing Date: _____
Purchase Price: _____

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida, whose legal mailing address is 3661 Interstate Park Road, Suite 200 Riviera Beach, Florida 33404, "School Board".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by the School Board the receipt whereof is hereby acknowledged, has granted, bargained and sold to the School Board, 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.

Pursuant to Section 270.11, Florida Statutes, the County has agreed, at the School Board's request, not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

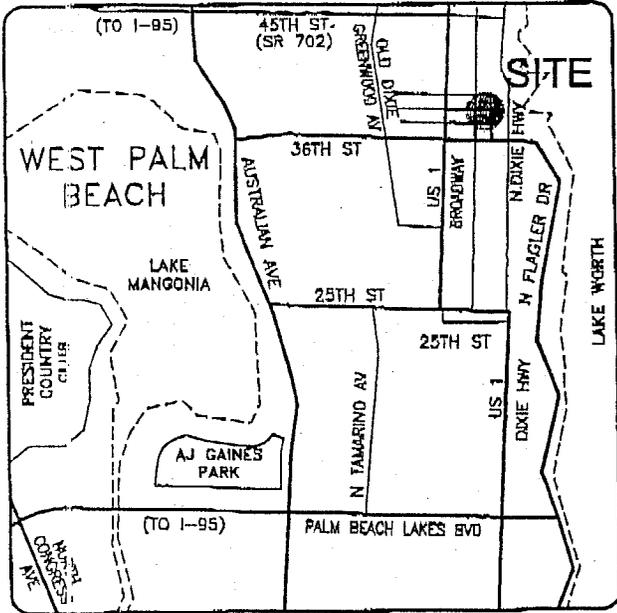
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

EXHIBIT "A"

SKETCH AND DESCRIPTION for: Palm Beach County School Board



LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 80 FEET OF LOT 4 THE GALE LAKE WORTH PLAT NO. 1
TOGETHER WITH
THE NORTH 82 FEET OF THE WEST 80 FEET OF LOT 6 THE GALE LAKE WORTH PLAT NO. 1
AS RECORDED IN PLAT BOOK 3, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 10,969 SQUARE FEET, MORE OR LESS.

NOTES:

- 1.) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3.) THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE NORTH LINE OF SECTION 9, TWP 43 S, RGE 43 E, BEING NORTH 90°00'00" WEST.
- 4.) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
- 5.) THIS IS NOT A BOUNDARY SURVEY.
- 6.) NOT VALID WITHOUT SHEET 2 OF 2.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A. ENGINEERS - PLANNERS - SURVEYORS

Robert N. Johnson
BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 8540
(FOR THE FIRM)

11/06/2008
DATE OF SIGNATURE

© 2008
KEITH & SCHNARS, P.A.



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1890 SE Lyngate Drive, Suite 202,
Port St. Lucie, FL 34852

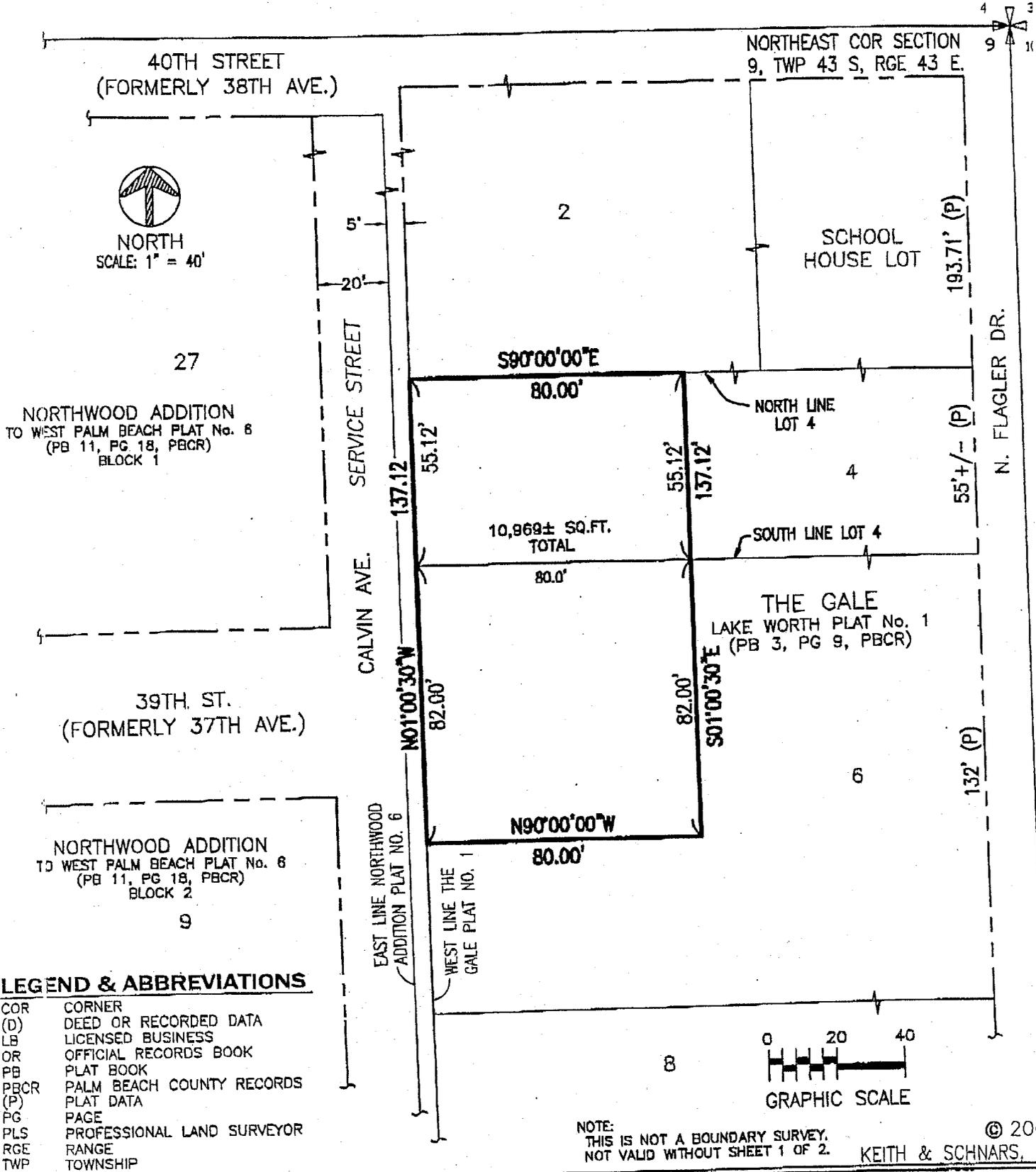
DATE	4/22/08
SCALE	N/A
FIELD BK.	N/A
DWG BY	tm

DATE	REVISIONS
10/21/08	REV STREET NAMES
11/04/08	ADD OLD ST NAMES

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
Palm Beach County, Florida
SHEET NO. 1 OF 2 SHEETS

Z:\Projects\17618.00_PBC_School_District\17618.05_PBCSB - Northboro Elementary\7a f7a - Survey Drawings\dwg\17618.05-Std (2008 NOV 6).dwg
Layout: Lot4+6 rev. Thu Nov 06, 2008 - 10:15

SKETCH AND DESCRIPTION for: Palm Beach County School Board



Z:\Projects\17618.00 PBC School District\17618.05 PBCSB - NorthBeach Elementary\17618.05-560 (2008 NOV 6).dwg
 Layout: Lot4+6 rev. Thu Nov 06, 2008 - 10:34



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1800 SE Lyngate Drive, Suite 202,
Port St. Lucia, FL 34952

DATE 4/22/08
SCALE 1" = 40'
FIELD BK. N/A

DATE	REVISIONS
10/21/08	REV STREET NAMES
11/04/08	ADD OLD ST NAMES

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
Palm Beach County, Florida
SHEET NO. 2 OF 2 SHEETS

© 2008 KEITH & SCHNARS, P.A.

PREPARED BY AND RETURN TO:
Margaret Jackson, Real Estate Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 74-43-43-09-01-000-0041
Closing Date: _____
Purchase Price: _____

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida, whose legal mailing address is 3661 Interstate Park Road, Suite 200 Riviera Beach, Florida 33404, "School Board".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by the School Board the receipt whereof is hereby acknowledged, has granted, bargained and sold to the School Board, 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.

Pursuant to Section 270.11, Florida Statutes, the County has agreed, at the School Board's request, not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

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

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

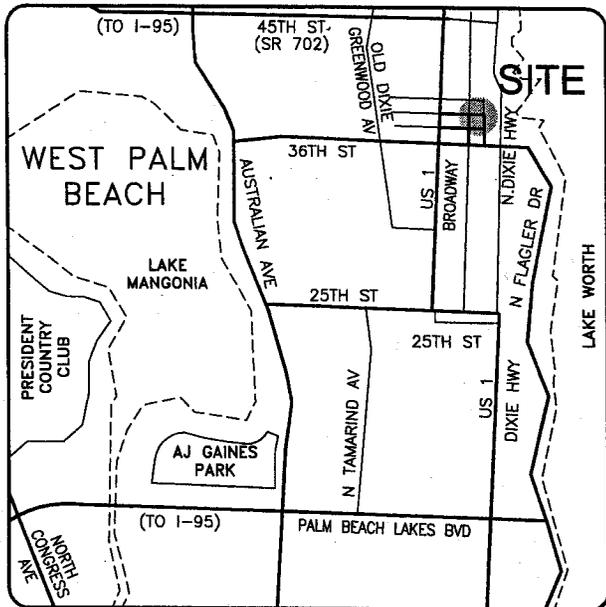
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

EXHIBIT "A"

SKETCH AND DESCRIPTION for: Palm Beach County School Board



LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 80 FEET OF LOT 4 THE GALE LAKE WORTH PLAT NO. 1
TOGETHER WITH

THE NORTH 82 FEET OF THE WEST 80 FEET OF LOT 6 THE GALE LAKE WORTH PLAT NO. 1

AS RECORDED IN PLAT BOOK 3, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 10,969 SQUARE FEET, MORE OR LESS.

NOTES:

- 1.) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3.) THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE NORTH LINE OF SECTION 9, TWP 43 S, RGE 43 E, BEING NORTH 90°00'00" WEST.
- 4.) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
- 5.) THIS IS NOT A BOUNDARY SURVEY.
- 6.) NOT VALID WITHOUT SHEET 2 OF 2.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A. ENGINEERS - PLANNERS - SURVEYORS

Robert N. Johnson

BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6540
(FOR THE FIRM)

11/06/2008
DATE OF SIGNATURE

© 2008
KEITH & SCHNARS, P.A.



KEITH and SCHNARS, P.A.

ENGINEERS - PLANNERS - SURVEYORS
1680 SE Lyngate Drive, Suite 202,
Port St. Lucie, FL 34952
Ph: 772-323-2244 Fx: 772-323-2245
LB 1337

File:
17618.05-S&D (2008 NOV 6).dwg

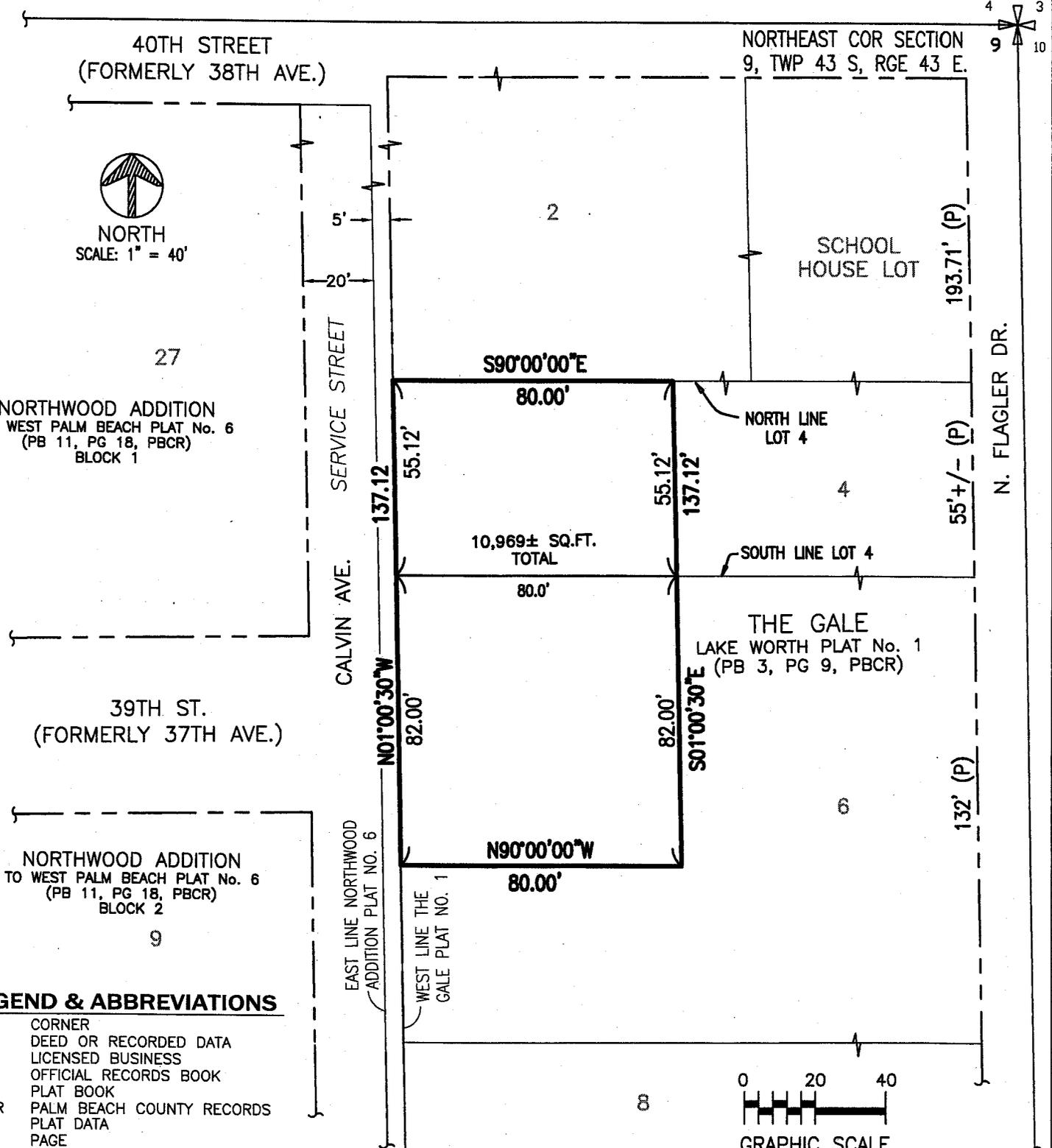
DATE 4/22/08
SCALE N/A
FIELD BK. N/A
DWG. BY tm
CHK. BY RNJ

DATE	REVISIONS
10/21/08	REV STREET NAMES
11/04/08	ADD OLD ST NAMES

SKETCH AND DESCRIPTION for:
**PALM BEACH COUNTY
SCHOOL BOARD**
Palm Beach County, Florida
SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 17618.05

SKETCH AND DESCRIPTION for: Palm Beach County School Board

Z:\Projects\17618.05_PBC School District\17618.05_PBCSB - NorthBoro Elementary\17618.05-S&D (2008 NOV 6).dwg
Layout: Lot4+6 rev. Thu Nov 06, 2008 - 10:54



27
NORTHWOOD ADDITION
TO WEST PALM BEACH PLAT No. 6
(PB 11, PG 18, PBCR)
BLOCK 1

9
NORTHWOOD ADDITION
TO WEST PALM BEACH PLAT No. 6
(PB 11, PG 18, PBCR)
BLOCK 2

6
THE GALE
LAKE WORTH PLAT No. 1
(PB 3, PG 9, PBCR)

LEGEND & ABBREVIATIONS

- COR CORNER
- (D) DEED OR RECORDED DATA
- LB LICENSED BUSINESS
- OR OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PBCR PALM BEACH COUNTY RECORDS
- (P) PLAT DATA
- PG PAGE
- PLS PROFESSIONAL LAND SURVEYOR
- RGE RANGE
- TWP TOWNSHIP

NOTE:
THIS IS NOT A BOUNDARY SURVEY.
NOT VALID WITHOUT SHEET 1 OF 2.

© 2008
KEITH & SCHNARS, P.A.



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1680 SE Lyngate Drive, Suite 202,
Port St. Lucie, FL 34952
Ph: 772-323-2244 Fx: 772-323-2245
LB 1337

File:
17618.05-S&D (2008 NOV 6).dwg

DATE	4/22/08
SCALE	1" = 40'
FIELD BK.	N/A
DWG. BY	tm
CHK. BY	RNJ

DATE	REVISIONS
10/21/08	REV STREET NAMES
11/04/08	ADD OLD ST NAMES

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
Palm Beach County, Florida
SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17618.05



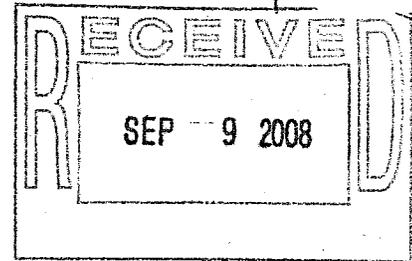
THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

REAL ESTATE SERVICES
3661 INTERSTATE PARK RD N., STE 200
RIVIERA BEACH, FL 33404

(561) 882-1944 FAX: (561) 882-1982

BARRY I. PRESENT
DIRECTOR OF REAL ESTATE SERVICES

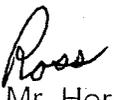
ARTHUR C. JOHNSON
SUPERINTENDENT



September 3, 2008

Ross C. Herring, Director
Palm Beach County Property Real Estate & Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605

RE: Request to Convey Title for a Parcel (74-43-43-09-01-000-0041) located at Northboro Elementary

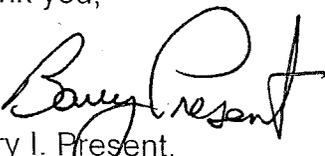

Dear Mr. Herring:

The School Board's Five (5) year plan includes the modernization of Northboro Elementary School, which was originally built in 1921. Following standard procedure staff ordered updated title work for the Northboro Elementary School campus. During this process it was discovered the County hold's title to a portion of the School site. The property in question is situated south of building 5, constructed in 1921 and is an underlying portion of building 3, constructed in 1991 (See Attached Aerial).

The School Board is requesting conveyance of the property through a County Deed to rectify the title discrepancy. Immediate attention to this matter will permit the School Board to meet Northboro's construction deadlines.

Please let me know if you have any questions or need additional information. I can be reached at (561) 882-1947.

Thank you,


Barry I. Present,
Director-Real Estate Services

Attachment # 5

Enclosures

Cc: Joyell Shaw