

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$134,276	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$134,276</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund 3700 Dept 441 Unit F0917 Object 6101 Ad valorem
 Program _____

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

Closing costs are estimated to be an additional \$186.00. Funding is from Fire Rescue's Capital Budget line for Pahokee Fire Station.

(Land purchase: \$134,090 + recording fees: \$186.00 = \$134,276)

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim O'Neil 12-4-09
 OFMB 8812/4/09
 POM
 12-3-09

Joe J. Jacobs 12/7/09
 Contract Development and Control

This item complies with current County policies.

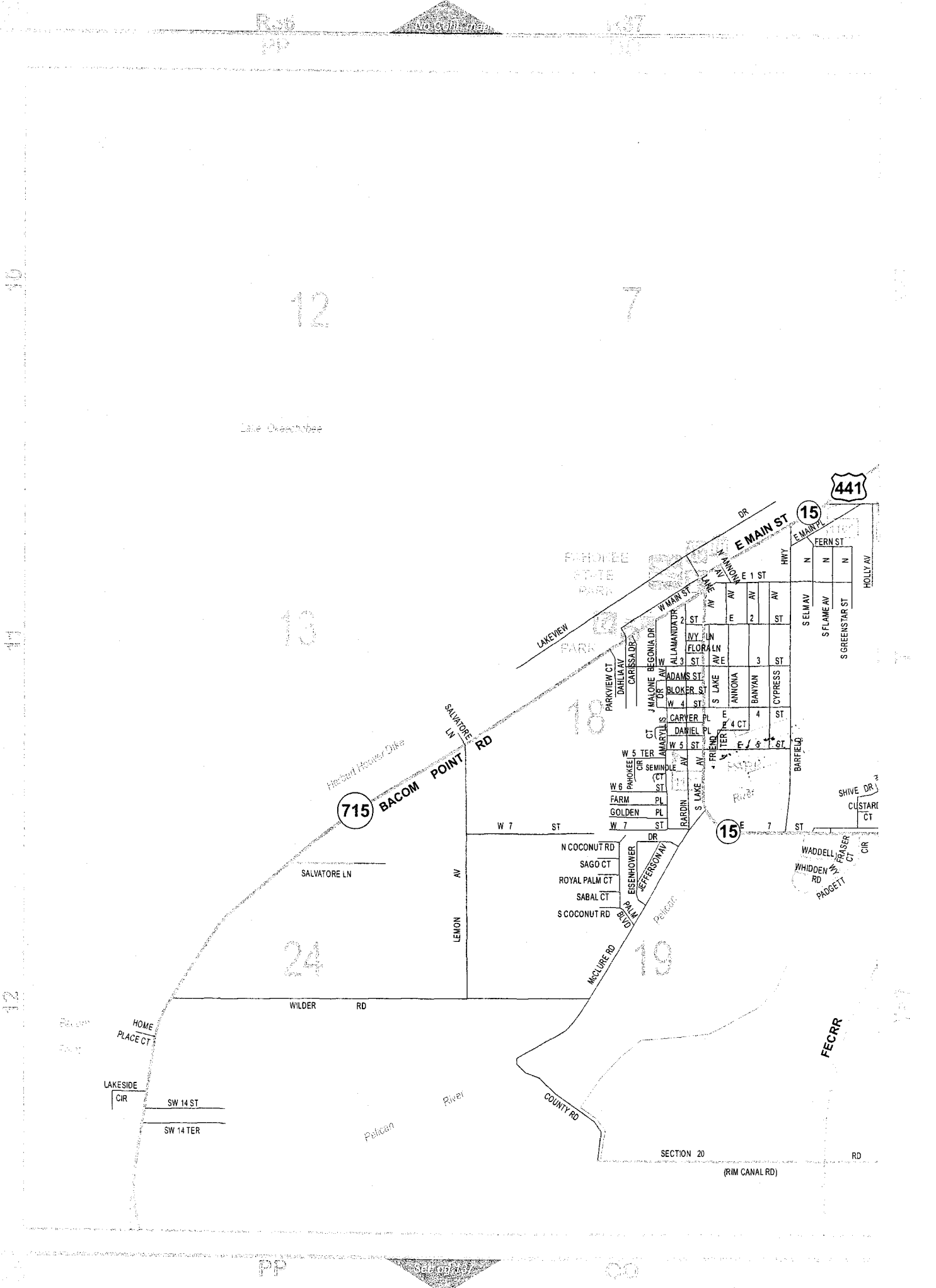
B. Legal Sufficiency:

H. J. Leon 12/8/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP
 ATTACHMENT # 1



AGREEMENT FOR PURCHASE AND SALE

between

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

and

**MIDWAY FOUNDATION, INC., a Florida corporation,
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 MIDWAY FOUNDATION, INC., a Florida corporation (hereinafter referred to as the "Seller").

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 11.2 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 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating forty-five (45) days thereafter.

1.6 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in Exhibit "B" attached hereto, together with any other title matters that may be accepted in writing by the County.

1.7 **"Personal Property"** - any items of personal property remaining upon the property at Closing shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.8 **"Property"** - the Real Property and Personal Property.

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

1.10 **"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, 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, 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 Property shall be One Hundred Thirty Four Thousand Ninety Dollars (\$134,090.00), subject to the prorations and adjustments set forth in this Agreement.

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 The Property abuts a public roadway to which access is not limited or restricted.

4.3 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

4.4 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

4.5 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

4.6 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County, the Seller's Disclosure of Beneficial Interests attached hereto as Exhibit "C" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner required by Section 16 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure.

4.7 There are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.

4.8 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.9 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.

4.10 There are no service contracts affecting the Property which will survive Closing.

4.11 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with Section 13 hereof, for the year of Closing and all prior years.

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

4.13 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

4.14 To the best of Seller's knowledge, it has complied and shall use its best efforts to comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.15 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 18.1 hereof.

5. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County 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 County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

6. **EVIDENCE OF TITLE.**

6.1 Within fifteen (15) days after the Effective Date of this Agreement, the Seller shall deliver to the County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by SouthEast Guaranty & Title, Inc., agreeing to issue to the County upon the recording of the

Statutory Warranty 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 County to the Real Property and the County's easement interest in the Drainage Easement and/or Utility Easement as defined hereinafter and if granted at Closing, subject only to the Permitted Exceptions. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by Seller.

The County shall have until the later of ten (10) days after receipt from the Seller of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. 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 deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at Closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for actual damages.

6.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance 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 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 (provided County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 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; (f) matters arising or attaching subsequent to the effective date of the title insurance 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.

6.3 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 Real Property, without the prior written consent of the County.

7. **SURVEY.** County shall have the right, within the time period provided in Section 6 hereof 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, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and to the best of Seller's knowledge, in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

9. **EASEMENTS.** If required by County, Seller shall grant County, at no charge to County, a drainage easement for legal positive outfall from the Real Property through the Seller's adjacent property. The drainage easement shall be in the form set forth in Exhibit "D", attached hereto (the "Drainage Easement"). In addition, if required by County, Seller shall grant County or any utility providers designated by County, at no charge to County or the utility providers, a utility easement from the Real Property through the Seller's adjacent property. The utility easement shall be in the form set forth in Exhibit "E" attached hereto (the "Utility Easement") or the utility provider's standard form. The location of the Drainage Easement and the Utility Easement must be approved by both parties, which approval shall not be unreasonably withheld, conditioned, or delayed. The obligations set forth herein shall survive Closing.

10. **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 either obtained or waived the Government Approvals and permits identified in Section 35 hereof. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

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

11.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida.

11.2 **Closing Date.** Provided the conditions to Closing identified in Section 10 hereof have been satisfied or waived by the County, the Closing shall take place as soon as possible within 90 days of the Effective Date, or at such earlier or later date as is mutually agreed upon by the parties. In the event the conditions in said Section 10 have not been met, then County may at its sole discretion extend the Closing up to 90 days beyond the initial 90 day period or terminate the Agreement. In the event County extends the Closing but the conditions in Section 10 hereof are not met during the 90 day extension, County may, at its sole option, terminate the Agreement.

11.3 **Closing Documents.**

11.3.1 **Seller's Obligations.** At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:

11.3.1.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions.

11.3.1.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County.

11.3.1.3 **Affidavit of Seller.** A Seller's Affidavit 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 6 of this Agreement, subject only to the Permitted Exceptions.

11.3.1.4 **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.

11.3.1.5 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

11.3.1.6 **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, the Drainage Easement and Utility Easement as set forth in Section 9, if requested at Closing, and 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.

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

11.5 **County's Obligations.** County shall be responsible for preparation of all Closing documents. County shall submit copies of same to Seller no less than ten (10) days before Closing. At Closing, County shall deliver, or cause to be delivered, to Seller the following:

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

12. **EXPENSES.**

12.1 County shall pay the following expenses at Closing.

12.1.1 The cost of recording the deed of conveyance, Drainage Easement, and Utility Easement.

12.2 Seller shall pay the following expenses at Closing:

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

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

12.2.3 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 Property.

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

13. **PRORATIONS.**

13.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes, Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

13.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

14. **CONDEMNATION.** 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.

15. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the closing or termination of this Agreement.

16. **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by

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

16.1 County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax 561-233-0210

With a copy to:

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

16.2 Seller:

Midway Foundation, Inc.
1190 NW 16th Street
Belle Glade, Florida 33430
Fax: 561-996-8819

With a copy to:

Preston J. Fields, Sr., Esquire
Preston J. Fields, P.A.
11211 Prosperity Farms Road, Suite C-301
Palm Beach Gardens, Florida 33410
Facsimile: 561-799-0388

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

17. **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 Agreement. 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.

18. **DEFAULT.**

18.1 **Defaults by Seller.** In the event Seller 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, County shall have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller 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. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue actual damages.

18.2 **Defaults by County.** In the event County 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, Seller shall have the right to (1) terminate this Agreement at any time prior to Closing 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 hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue actual damages.

19. **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.

20. **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.

21. **MEMORANDUM OF AGREEMENT.** County shall be entitled to record the Memorandum of Agreement attached hereto as Exhibit "F" in the Public Records of Palm Beach County, Florida. In the event County exercises its right to terminate this Agreement, County shall deliver a termination of such Memorandum of Agreement to Seller within sixty (60) days of such termination.

22. **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.

23. **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.

24. **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.

25. **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.

26. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, 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.

27. **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.

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

29. **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.

30. **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.

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

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

33. **TIME COMPUTATION.** Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

34. **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.

35. **DEVELOPMENT APPROVALS.** Seller acknowledges that County will be seeking development approvals and permits for development of a fire-rescue facility upon the Property (the "Proposed Use"), and the obligations of County hereunder are expressly contingent upon County obtaining all development approvals and permits prior to Closing. The approvals and permits being sought as outlined above shall be individually and collectively referred to as the "Government Approval or Approvals". County shall submit all applications for Government Approval to Seller for review and approval prior to submittal, which approval shall not be unreasonably withheld, delayed or conditioned.

Seller shall timely execute all contents, application, plat or re-plat, and/or owner authorizations as may be required for such Government Approvals. Seller's consent and approval will not be unreasonably withheld, delayed or conditioned. The County will be responsible for all costs associated with submitting applications for such Government Approvals other than Seller's staff and attorney time. Except for the foregoing, Seller shall not be obligated to incur any other expense or undertake any other obligations relative thereto.

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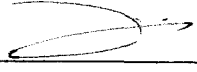
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered
in the presence of:

Date of Execution by Seller:

As to Seller:

November 23, 2009

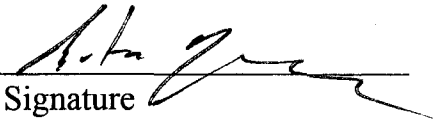


Witness Signature

MIDWAY FOUNDATION, INC., a
Florida corporation

PRESTON J. HEWDS, Sr.

Print Witness Name

By: 

Signature

Witness Signature

BARTON PERELMAN

Print Signatory's Name

Print Witness Name

Its: _____ President

(SEAL)

Date of Execution by County:

_____, 2009

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: 
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A"	-	LEGAL DESCRIPTION
EXHIBIT "B"	-	PERMITTED EXCEPTIONS
EXHIBIT "C"	-	DISCLOSURE OF BENEFICIAL INTERESTS
EXHIBIT "D"	-	DRAINAGE EASEMENT
EXHIBIT "E"	-	UTILITY EASEMENT
EXHIBIT "F"	-	MEMORANDUM OF AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

NONE

EXHIBIT "C"

DISCLOSURE OF BENEFICIAL INTERESTS

SELLER'S 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 FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, BARTON PERRYMAN, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the PRESIDENT (position - i.e. president, partner, trustee) of MIDWAY FOUNDATION, INC. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 1190 NW 16th St, Belle Glade, FL 33430

3. Attached hereto, and made a part hereof, 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 Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges 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. Affiant further states that Affiant is 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, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Barton Perryman, Affiant
(Print Affiant Name)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 29 day of NOVEMBER, 200 9, by BARTON PERRYMAN [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Preston James Fields, Sr.
Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

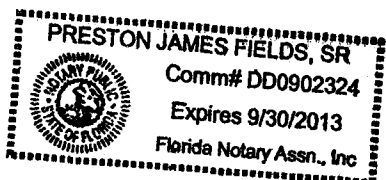


EXHIBIT "A"

PROPERTY

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

EXHIBIT "D"

DRAINAGE EASEMENT

Prepared by and Return to:

Margaret Jackson, Real Estate Specialist
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: A portion of 48-37-42-18-17-004-0050

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the "Easement") is made and granted _____, by the **MIDWAY FOUNDATION, INC.**, a Florida corporation, ("Grantor"), whose address is 1190 NW 16th Street, Belle Glade, Florida 33430, in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401-4791.

WHEREAS, Grantor owns the property described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "Burdened Property or "Midway Property"); and

WHEREAS, County is the owner of the property described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "County Property" or "Benefited Property"); and

WHEREAS, Grantor has agreed to grant a perpetual, non-exclusive easement in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (hereinafter the "Easement Premises"); and

WHEREAS, County is in the process of constructing a fire rescue station on the County Property, and in conjunction therewith, County has requested that Grantor grant to County a drainage easement over the Burdened Property for legal positive outfall of the storm water drainage from the County Property; and

WHEREAS, it is the intent of the Grantor and County that the legal positive outfall from the County Property will eventually be incorporated into and made a part of a new water management system to be constructed on and servicing the Midway Property (the "New Water Management System"), if and when such water management system is ever constructed.

NOW, THEREFORE, for and in consideration of the aforementioned easement

and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Easement Premises, to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect storm water drainage distribution facilities and all appurtenances thereto (collectively, the "County Drainage System") for the purpose of providing legal positive outfall of the storm water drainage from the County Property. In addition, Grantor does hereby grant to County a non-exclusive access easement over and upon the Grantor's adjoining property for the sole purpose of giving County access to the Easement Premises.
3. Prior to commencing any work within the Easement Premises, County shall submit detailed plans and specifications for such work to Grantor for Grantor's review and approval, which approval shall not be unreasonably withheld. County shall have the right and privilege from time to time to clear obstructions, or repair and/or replace drainage facilities within the Easement Premises that might interfere with the purposes for which such facilities or systems are or might be constructed for the benefit of the County Property. Grantor acknowledges that the County's drainage system may be comprised of both underground piping and open ditches. County shall be responsible for water retention/detention requirements for the County Property.
4. County shall be solely responsible for and shall, at all times, maintain at its sole cost and expense, the County Drainage System located within the Burdened Property.
5. County acknowledges and agrees that County's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein.
6. This Easement shall be an easement appurtenant to the Benefited Property and shall inure to the benefit of County, its successors and assigns, and shall burden the Burdened Property. The Easement may not be transferred or assigned by the County separately or apart from the Benefited Property.
7. The grant of easement contained herein is for the use and benefit of County, its successors and assigns, as owner of the Benefited Property, and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

8. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to sell the fee simple title to the Easement Premises, the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein, provided said additional easements/rights do not adversely impact or interfere with the rights granted herein to County.

9. Grantor and County hereby acknowledge and agree that Grantor reserves the right to construct a New Water Management System on the Midway Property, the construction of which may require the relocation of the County Drainage System. In the event Grantor constructs a New Water Management System on the Midway Property, Grantor shall ensure that County's legal positive outfall from the County Property is incorporated into and made a part of the New Water Management System. County shall have the right, but not the obligation, to clear obstructions, or repair and replace drainage facilities within the New Water Management System that might interfere with the storm water drainage for the County Property. Grantor shall, at its sole cost and expense, design, permit, construct, and maintain the New Water Management System provided such system is built in the future. Nothing contained herein shall constitute an obligation on the part of Grantor to construct a New Water Management System.

10. County's responsibility to maintain the County Drainage System shall automatically terminate upon the incorporation of the County Drainage System into the completed New Water Management System. At the completion of the construction of the New Water Management System, Grantor and County shall amend this Easement by establishing a new legal description for the Easement Premises which will be the new path for the legal positive outfall from the County Property through the City Property in the New Water Management System. Grantor shall maintain legal positive outfall for the County Property during the construction of the New Water Management System.

13. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

14. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefited Property or the Burdened Property.

15. This Easement 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 Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

16. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth hereinabove.

GRANTOR:

Signed and delivered
in the presence of:

**MIDWAY FOUNDATION, INC., a Florida
corporation**

Witness Name

By: _____
Bart Perryman, President

Print Witness Name

Witness Name

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this _____ day of _____, 2009,
before me personally appeared _____, President, personally
known to me or who produced _____ as identification and
who did () did not () take an oath and who executed the foregoing instrument and
acknowledged before me that he executed the same for the purposes therein.

Notary Public, State of Florida
Print Name _____
Commission No. _____
My Commission Expires: _____

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

COUNTY:

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

By: _____
Burt Aaronson, Chair

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

EXHIBIT "A"

"BURDENED PROPERTY"

A PORTION OF TRACTS 60, 61, AND 71, RIDGEWAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A PLAT ENTITLED CROSBY SECOND ADDITION TO PAHOKEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE S89°36'29"W, ALONG THE NORTH BOUNDARY OF SAID PLAT AND ITS WESTERLY EXTENSION, 241.52 FEET; THENCE S00°41'34"E, ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 71, A DISTANCE OF 581.46 FEET; THENCE S89°18'00"W, ALONG A LINE 64.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 71, A DISTANCE OF 295.26 FEET; THENCE N00°40'24"W, ALONG A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 71, A DISTANCE OF 581.26 FEET; THENCE S89°16'57"W, ALONG THE SOUTH LINE OF AFORESAID TRACT, A DISTANCE OF 0.87 FEET; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AMARYLLIS AVENUE DESCRIBED IN A RIGHT-OF-WAY DEED DATED JULY, 1970 AND AS DEPICTED ON A PLAT ENTITLED SEMINOLE MANOR AS RECORDED IN PLAT BOOK 67, PAGES 50 AND 51 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF A CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 02°12'23", A CHORD BEARING OF N06°00'38"W, FOR AN ARC DISTANCE OF 12.32 FEET TO A POINT OF TANGENCY; THENCE N07°06'50"W, ALONG SAID RIGHT-OF-WAY LINE, 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 280.00 FEET, A DELTA OF 06°26'26", AN ARC DISTANCE OF 31.47 FEET TO A POINT OF TANGENCY ON THE WEST LINE OF AFORESAID TRACT 60; THENCE N00°40'24"W, ALONG SAID TRACT LINE 248.33 FEET TO THE SOUTHWEST CORNER OF A PLAT ENTITLED WASHINGTON PARK NO. 2, AS RECORDED IN PLAT BOOK 16, PAGE 77 OF SAID PUBLIC RECORDS; THENCE N89°20'56"E ALONG THE SOUTH LINE OF SAID PLAT 20.00 FEET; THENCE N00°40'24"E, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 8, BLOCK 5 OF SAID PLAT, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S89°20'56"W, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 20.00 FEET TO A POINT ON AFORESAID WEST LINE OF TRACT 60; THENCE N00°40'24"W, ALONG SAID WEST LINE OF LOT 8, BLOCK 5, OF SAID WASHINGTON PARK NO. 2, AND ALONG THE NORTH LINE OF LOTS 8, 9 AND 10, OF SAID BLOCK 5, A DISTANCE OF 142.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°40'48"E, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 50.00 FEET; THENCE N89°20'56"E, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF LOTS 11 AND 12 OF SAID BLOCK 5, A DISTANCE OF 81.97 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12; THENCE N00°41'05"W, ALONG THE WEST LINE OF LOT 13 OF SAID BLOCK 5, A DISTANCE OF 1.00 FEET; THENCE N89°20'56"E, ALONG THE SOUTH LINE OF THE NORTH 49.00 FEET OF LOTS 13 AND 14 OF SAID BLOCK 5 AND ITS EASTERLY EXTENSION, A DISTANCE OF 124.97 FEET TO A POINT ON THE WEST LINE OF LOT 10, BLOCK 4 OF SAID WASHINGTON PARK NO. 2; THENCE N00°41'34"W ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION A DISTANCE OF 56.50 FEET TO A POINT ON THE CENTERLINE OF A 15.00 FOOT WIDE ALLEY DEPICTED ON SAID PLAT OF WASHINGTON PARK NO. 2; THENCE N89°20'56"E ALONG SAID CENTERLINE, 128.08 FEET TO A POINT ON THE CENTERLINE OF A 13 FOOT WIDE ALLEY DEPICTED ON SAID PLAT OF WASHINGTON PARK NO. 2; THENCE S00°41'34"E, ALONG SAID CENTERLINE, 12.50 FEET; THENCE N89°20'56"E, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 5, BLOCK 4, OF SAID WASHINGTON PARK NO. 2, AND ALONG SAID NORTH LINE, 91.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE S01°16'25"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 517.30 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION OF SCHOOL STREET/COLLEGE AVENUE DEPICTED ON AFORESAID PLAT ENTITLED WASHINGTON PARK NO. 2 AND BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 14, BLOCK 5 OF SAID PLAT; ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 10, BLOCK 4 OF SAID PLAT; ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID PLAT; AND ON THE WEST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 14, BLOCK 5 OF SAID PLAT.

LESS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

EXHIBIT "B"

"COUNTY PROPERTY"

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

EXHIBIT "C"

"EASEMENT PREMISES"

The Easement Premises will be limited to a portion of the Midway Property as depicted below and be at a location as mutually agreed upon by the parties at a later date.

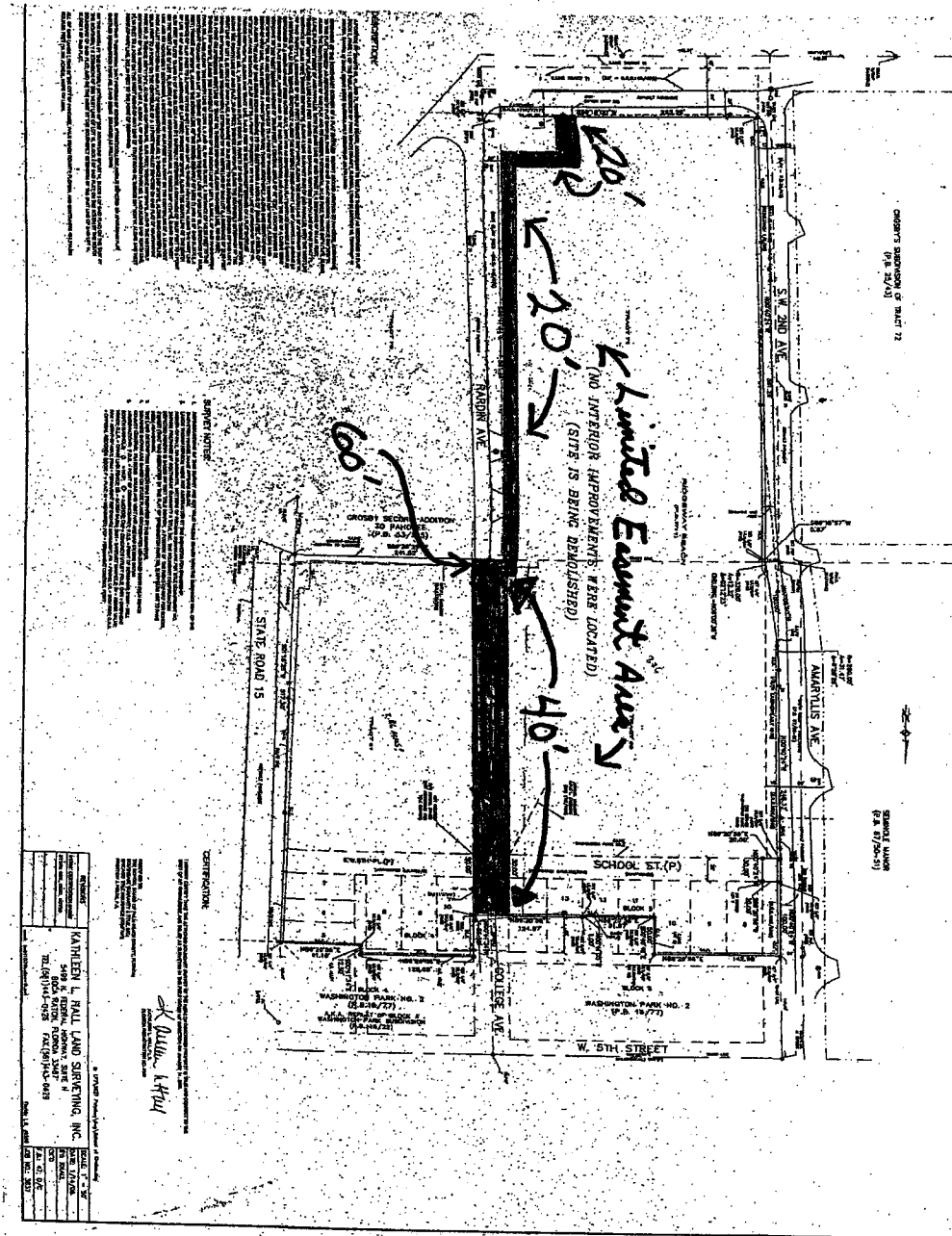


EXHIBIT "E"

UTILITY EASEMENT

Prepared by & Return to:
Margaret Jackson, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 48-37-42-18-17-004-0050

UTILITY EASEMENT AGREEMENT

THIS IS AN EASEMENT made _____ granted by **MIDWAY FOUNDATION, INC.**, a Florida corporation, whose address is 1190 NW 16th Street, Belle Glade, Florida 33430, ("Grantor"), in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is Governmental Center, 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("County").

WHEREAS, Grantor owns the property described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Burdened Property"); and

WHEREAS, County is the owner of the property described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property")

WHEREAS, County has requested that Grantor grant County an easement relating to the Burdened Property to serve the Benefitted Property.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, legally described in Exhibit "C", attached hereto and made a part hereof (the "Easement Premises"), for the construction, operation and maintenance of overhead and underground utility facilities, including but not limited to water, sewer, gas, cable, electric, and drainage, and all appurtenant equipment (the "Facilities") to be installed from time to time; with the right to and privilege to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove, or relocate such facilities in, upon, over, under, through, and across the Easement Premises along with all rights and privileges

necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Premises that might interfere with the purposes for which such facilities are or might be constructed.

3. Grantor does hereby grant to County a non-exclusive limited access easement over and upon the Grantor's adjoining property for the sole purpose of giving County access to the Easement Premises.
4. The grant of easement contained herein is for the use and benefit of County, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
5. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to sell the fee simple title to the Easement Premises, the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.
6. Any improvements constructed pursuant hereto shall be constructed at County's sole cost and expense within the confines of the Easement Premises in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.
7. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefitted Property or the Burdened Property.
8. This Easement is an easement appurtenant to the Benefitted Parcel and may not be transferred or assigned separately or apart from the Benefitted Property.
9. This Easement 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 Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
10. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to

arrive at a final Agreement. Thus, the terms of this Easement 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 is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

11. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

12. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth hereinabove.

Signed in the presence of:

Signature

Print name of witness

Signature

Print name of witness

GRANTOR:

By: _____

Signature

Print Signatory's Name

Its: _____, President

(SEAL)

STATE OF _____]
COUNTY OF _____]

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ the _____ of _____, who is personally known to me OR who produced as identification and who did _____ did not _____ take an oath.

Notary Public

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

EXHIBIT "A"

BURDENED PROPERTY

A PORTION OF TRACTS 60, 61, AND 71, RIDGEWAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A PLAT ENTITLED CROSBY SECOND ADDITION TO PAHOKEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE S89°36'29"W, ALONG THE NORTH BOUNDARY OF SAID PLAT AND ITS WESTERLY EXTENSION, 241.52 FEET; THENCE S00°41'34"E, ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 71, A DISTANCE OF 581.46 FEET; THENCE S89°18'00"W, ALONG A LINE 64.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 71, A DISTANCE OF 295.26 FEET; THENCE N00°40'24"W, ALONG A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 71, A DISTANCE OF 581.26 FEET; THENCE S89°16'57"W, ALONG THE SOUTH LINE OF AFORESAID TRACT, A DISTANCE OF 0.87 FEET; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AMARYLLIS AVENUE DESCRIBED IN A RIGHT-OF-WAY DEED DATED JULY, 1970 AND AS DEPICTED ON A PLAT ENTITLED SEMINOLE MANOR AS RECORDED IN PLAT BOOK 67, PAGES 50 AND 51 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF A CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 02°12'23", A CHORD BEARING OF N06°00'38"W, FOR AN ARC DISTANCE OF 12.32 FEET TO A POINT OF TANGENCY; THENCE N07°06'50"W, ALONG SAID RIGHT-OF-WAY LINE, 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 280.00 FEET, A DELTA OF 06°26'26", AN ARC DISTANCE OF 31.47 FEET TO A POINT OF TANGENCY ON THE WEST LINE OF AFORESAID TRACT 60; THENCE N00°40'24"W, ALONG SAID TRACT LINE 248.33 FEET TO THE SOUTHWEST CORNER OF A PLAT ENTITLED WASHINGTON PARK NO. 2, AS RECORDED IN PLAT BOOK 16, PAGE 77 OF SAID PUBLIC RECORDS; THENCE N89°20'56"E ALONG THE SOUTH LINE OF SAID PLAT 20.00 FEET; THENCE N00°40'24"E, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 8, BLOCK 5 OF SAID PLAT, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S89°20'56"W, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 20.00 FEET TO A POINT ON AFORESAID WEST LINE OF TRACT 60; THENCE N00°40'24"W, ALONG SAID WEST LINE 100.00 FEET; THENCE N89°20'56"E ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8, BLOCK 5, OF SAID WASHINGTON PARK NO. 2, AND ALONG THE NORTH LINE OF LOTS 8, 9 AND 10, OF SAID BLOCK 5, A DISTANCE OF 142.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°40'48"E, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 50.00 FEET; THENCE N89°20'56"E, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF LOTS 11 AND 12 OF SAID BLOCK 5, A DISTANCE OF 81.97 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12; THENCE N00°41'05"W, ALONG THE WEST LINE OF LOT 13 OF SAID BLOCK 5, A DISTANCE OF 1.00 FEET; THENCE N89°20'56"E, ALONG THE SOUTH LINE OF THE NORTH 49.00 FEET OF LOTS 13 AND 14 OF SAID BLOCK 5 AND ITS EASTERLY EXTENSION, A DISTANCE OF 124.97 FEET TO A POINT ON THE WEST LINE OF LOT 10, BLOCK 4 OF SAID WASHINGTON PARK NO. 2; THENCE N00°41'34"W ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION A DISTANCE OF 56.50 FEET TO A POINT ON THE CENTERLINE OF A 15.00 FOOT WIDE ALLEY DEPICTED ON SAID PLAT OF WASHINGTON PARK NO. 2; THENCE N89°20'56"E ALONG SAID CENTERLINE, 128.08 FEET TO A POINT ON THE CENTERLINE OF A 13 FOOT WIDE ALLEY DEPICTED ON SAID PLAT OF WASHINGTON PARK NO. 2; THENCE S00°41'34"E, ALONG SAID CENTERLINE, 12.50 FEET; THENCE N89°20'56"E, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 5, BLOCK 4, OF SAID WASHINGTON PARK NO. 2, AND ALONG SAID NORTH LINE, 91.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE S01°16'25"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 517.30 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION OF SCHOOL STREET/COLLEGE AVENUE DEPICTED ON AFORESAID PLAT ENTITLED WASHINGTON PARK NO. 2 AND BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 14, BLOCK 5 OF SAID PLAT; ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 10, BLOCK 4 OF SAID PLAT; ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID PLAT; AND ON THE WEST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 14, BLOCK 5 OF SAID PLAT.

LESS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

EXHIBIT "B"

BENEFITTED PROPERTY

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT "C"

EASEMENT PREMISES

The Easement Premises will be limited to a portion of the Midway Property as depicted below and be at a location as mutually agreed upon by the parties at a later date.

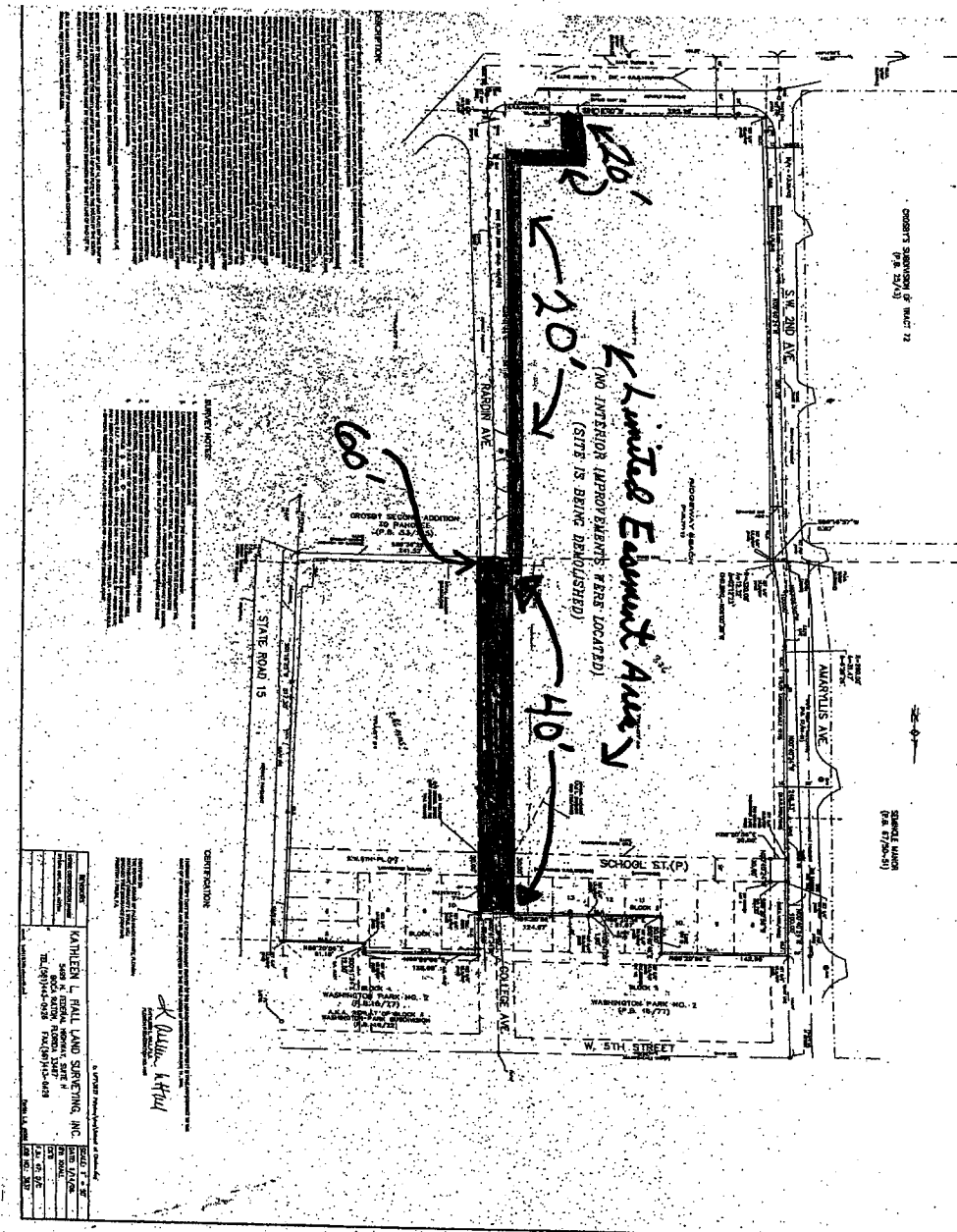


EXHIBIT "F"

MEMORANDUM OF AGREEMENT

Prepared By/Return To:
Margaret Jackson
Palm Beach County
Property & Real Estate
Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated NOVEMBER 23, 2009 (Resolution No. _____) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and MIDWAY FOUNDATION, INC., a Florida corporation with an address of 1190 NW 16th St., Belle Glade, FL 33430 ("Seller").

WITNESSETH:

WHEREAS, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Seller has executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement. Without limiting the foregoing, notice is hereby given that the Agreement imposes an obligation upon Seller to grant County and/or other utility providers a Drainage Easement and a Utility Easement upon the Sellers property legally described on Exhibit "B", which obligation survives Seller's conveyance of the Property to County.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

[Signature]
Witness Signature

PRESTON J. FIELDS, SR.
Print Witness Name

Witness Signature

Print Witness Name

MIDWAY FOUNDATION, INC., a Florida corporation

"SELLER"

By: [Signature]
Signature

BARTON PERCYMAN
Print Signatory's Name

Its: _____ President

(SEAL)

Date of Execution by Seller:

NOVEMBER 23, 2009

STATE OF FLORIDA]

COUNTY OF PALM BEACH]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 23rd day of November, 2009, by BARTON PERCYMAN the PRESIDENT

of MIDWAY FOUNDATION, INC. a FLORIDA CORPORATION, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]
Notary Public

Print Notary Name

NOTARY PUBLIC
State of _____ at Large
My Commission Expires: _____

(SEAL)

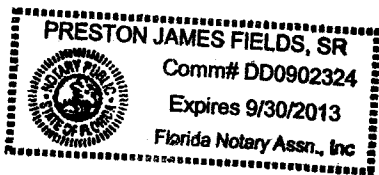


EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(to the Memorandum of Agreement)

PROPOSED DRAINAGE EASEMENT and UTILITY EASEMENT AREAS

A portion of the following described parcel as depicted on Page 2...

A PORTION OF TRACTS 60, 61, AND 71, RIDGEWAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXCEPTING THEREFROM THAT PORTION OF SCHOOL STREET/COLLEGE AVENUE DEPICTED ON AFORESAID PLAT ENTITLED WASHINGTON PARK NO. 2 AND BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 14, BLOCK 5 OF SAID PLAT; ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 10, BLOCK 4 OF SAID PLAT; ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID PLAT; AND ON THE WEST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 14, BLOCK 5 OF SAID PLAT.

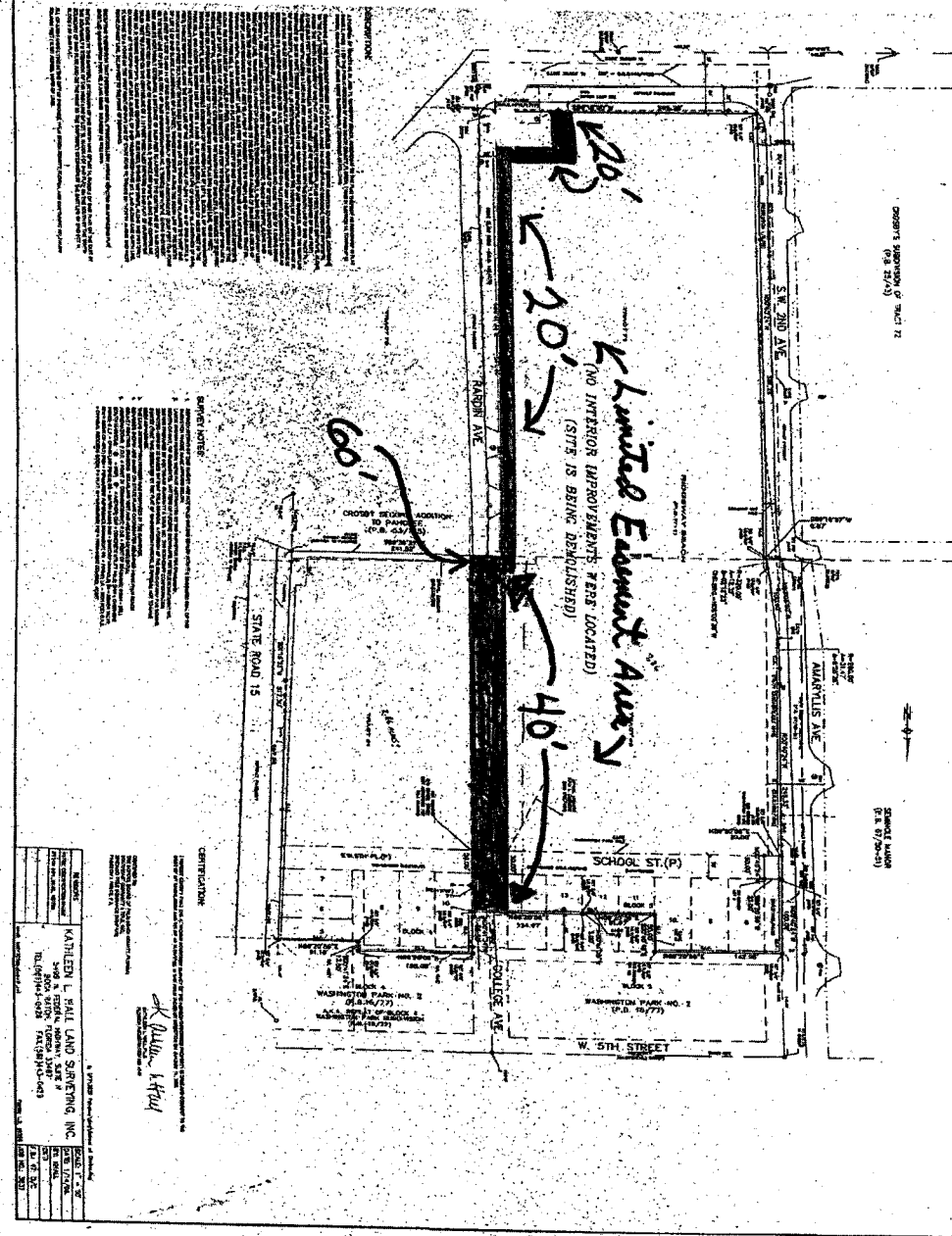
LESS THE FOLLOWING DESCRIBED PARCEL:

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(to the Memorandum of Agreement)

PROPOSED DRAINAGE EASEMENT and UTILITY EASEMENT AREAS



1. 177806 (Manufacturers & Suppliers of Products)

NAME:	VANTHEEM & DAHL LAND SURVEYING, INC.
ADDRESS:	3700 S.W. 77th Street, Miami, FL 33155
TELEPHONE:	(305) 558-4400
FACSIMILE:	(305) 558-4443
DATE:	11/19/03
BY:	11/19/03

CENTRIFUGAL
 Survey prepared this date for the purpose of the proposed easement areas shown hereon.

K. Dalgle - 1/1/04

**SELLER'S 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 FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, BARTON PERRYMAN, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the PRESIDENT (position - i.e. president, partner, trustee) of MIDWAY FOUNDATION, INC. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 1190 NW 16th St., Belle Glade, FL 33430

3. Attached hereto, and made a part hereof, 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 Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges 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. Affiant further states that Affiant is 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, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

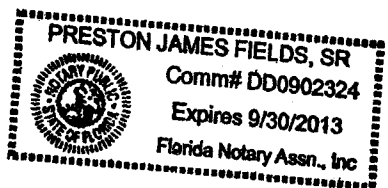
FURTHER AFFIANT SAYETH NAUGHT.

Barton Perryman, Affiant
(Print Affiant Name)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 23rd day of NOVEMBER, 2009, by BARTON PERRYMAN [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Preston James Fields, Sr.
Notary Public

(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

ATTACHMENT # 4

EXHIBIT "A"

PROPERTY

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/23/09

REQUESTED BY: Margaret Jackson

PHONE: 233-0212

FAX: 233-0210

PROJECT TITLE: Fire Station No. 72 - Pahokee

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$134,090.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Southeast Guaranty & Title, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Purchase of 2.53 acres from Midway Foundation, Inc., for the construction of Fire Station #72.

CONSTRUCTION	
VENDOR SERVICES	\$134,090.00
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	\$134,090.00

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND:

3700

DEPT:

441

UNIT:

F 097

OBJ: 6101

SUB OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
 Non-Ad Valorem (source/type: _____)
 Grant (source/type: _____)
 Park Improvement Fund (source/type: _____)
 General Fund Operating Budget Federal/Davis Bacon
 _____ _____ _____

Department: FIRE RESCUE

BAS APPROVED BY: [Signature] DATE: 11/25/09

ENCUMBRANCE NUMBER: