

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes *l* No ___

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

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB 140 2/1/10
 2/1/2010

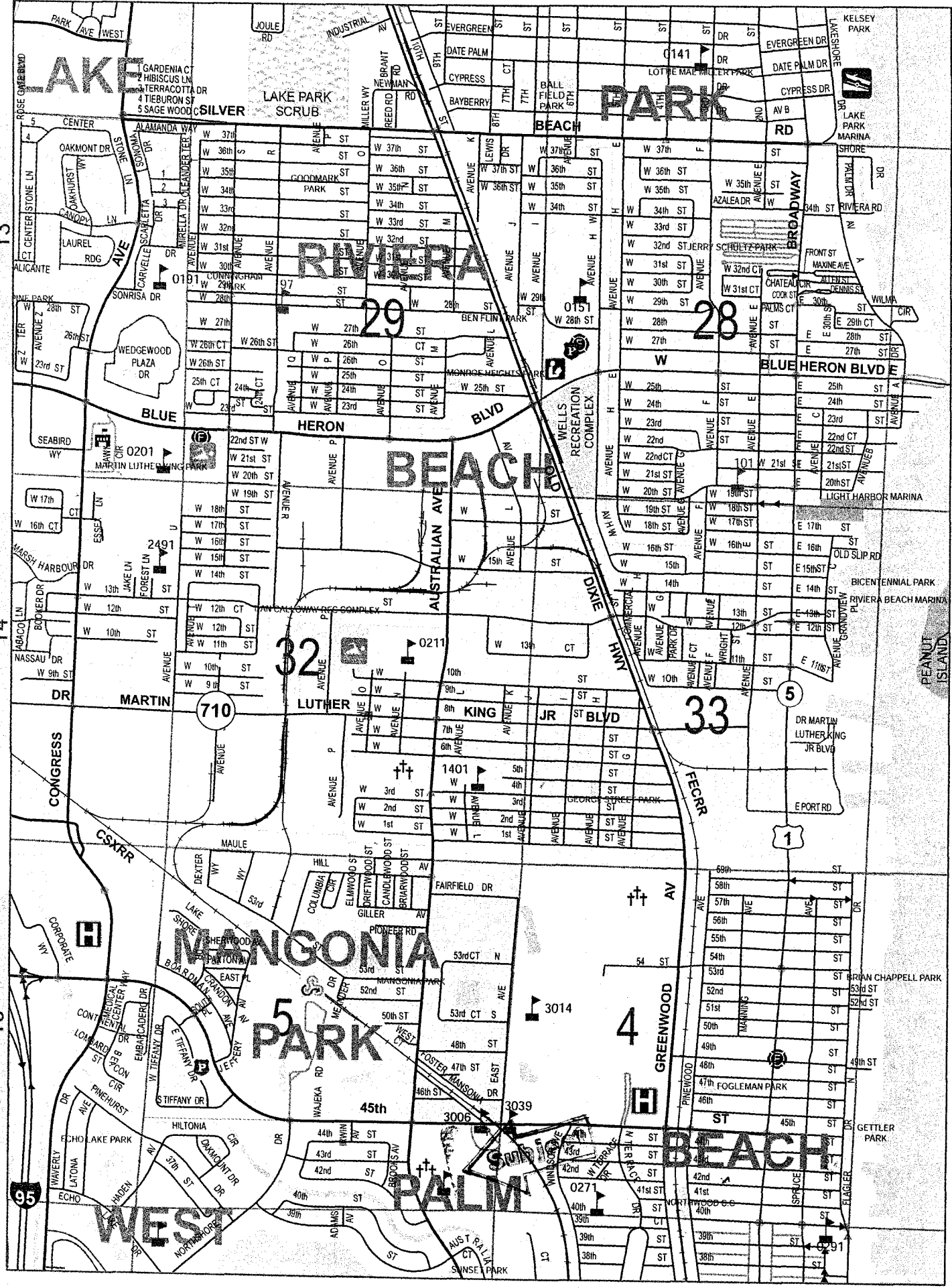
[Signature] 2/19/10
 Contract Development and Control
This lease Agreement complies with our review requirements.

B. Legal Sufficiency:
[Signature] 2/10/10
 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

Handwritten signature or initials.

RESOLUTION NO. 2010- _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, PURSUANT TO FLORIDA STATUTE SECTION 125.38; 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, ("School Board"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to School Board for use by School Board for the purpose of educational services and programs for at-risk youths;

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.

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 Lease Real Property.

The Board of County Commissioners of Palm Beach County shall lease to School Board, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of one (1) year with automatic one-year renewals and an annual rental of One Dollar (\$1.00), the real property identified in such Lease for the use identified above.

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 BURT AARONSON, CHAIR
- COMMISSIONER KAREN T. MARCUS, VICE CHAIR
- COMMISSIONER JOHN F. KOONS
- COMMISSIONER SHELLEY VANA
- COMMISSIONER STEVEN L. ABRAMS
- COMMISSIONER JESS R. SANTAMARIA
- COMMISSIONER PRISCILLA A. TAYLOR

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.

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: Ret Army Wolf
Department Director

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, A

CORPORATE BODY POLITIC PURSUANT TO THE CONSTITUTION OF THE

STATE OF FLORIDA

(TENANT)

AGREEMENT OF LEASE

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "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 "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, County is willing to lease such property to Tenant for the use set forth hereinafter;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to Tenant, and Tenant rents from County the approximately 10,266 square feet of land legally described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), which includes an approximately 3,000 square foot building.

Section 1.02 Portable Classrooms.

Tenant owns three (3) portable classrooms located on the Premises. Tenant hereby appoints its Chief of Facilities Management as Tenant's representative in all matters relating to the portable classrooms.

Section 1.03 Length of Term and Commencement Date.

This Lease shall be effective upon the Effective Date as defined hereinafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease shall be automatically renewed for successive one (1) year periods unless either party hereto provides the other with at least ninety (90) days written notice of its termination of this Lease.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual net Rent of One (\$1.00) Dollar (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach County Board of County

Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant has occupied the Premises for several years and acknowledges, agrees, and certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition as of the Commencement Date of this Lease. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease.

Section 3.02 Alterations.

Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease. Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Written approvals pursuant to this Section shall be submitted to Director, Property & Real Estate Management, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. Such plans and specifications must be prepared and certified by a licensed professional engineer and/or architect as the case may require. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease. Should Tenant desire to replace any of the portable classrooms, Tenant's representative, shall submit a replacement request to County, which request County may approve or deny in its reasonable discretion. Tenant's request for replacement of the portable classrooms shall include the plans and specifications for the proposed replacement portable classrooms. Tenant shall comply with all applicable governmental regulations regarding removal and installation of portable classrooms.

Section 3.03 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively for educational services and programs for at-risk youths.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by law. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, any improvements installed/constructed upon the Premises by Tenant, or the Premises generally. Tenant shall, to the extent permitted by law and without waiver of the provisions of Florida Statutes Section 768.28, indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove all portable classrooms, Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant shall be obligated to grade the land affected by the removal of the portable classrooms and stabilize it with sod as part of Tenant's restoration of Premises. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises or the portable classrooms. Tenant shall keep and

maintain all portions of the Premises, the portable classrooms, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense. Tenant shall promptly repair any damage to County's buildings, facilities, equipment, or infrastructure caused by Tenant, its agents, employees, contractors, students, guests, licensees and/or invitees, all at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

**ARTICLE VI
UTILITIES**

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

**ARTICLE VII
INSURANCE**

Section 7.01 Liability Insurance.

Tenant shall, during the entire Term hereof, provide County with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence. In the event the Legislature should change the Tenant's exposure by Statute above or below the sums insured against, the Tenant shall provide insurance to the extent of that exposure.

Section 7.02 Waiver by Tenant and Tenant's Insurers of Subrogation.

In the event of loss or damage to the Premises and/or any Alterations constructed/installed thereof and the contents thereof, the Tenant shall look solely to any insurance in its favor before making any claim against the County, and the Tenant shall obtain from the insurer under each policy of such insurance an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its insurer, waives all such insured claims against the County.

**ARTICLE VIII
DESTRUCTION OF PREMISES**

Section 8.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, in whole or in part, County shall not be obligated to restore the Premises or any damaged portion thereof. Tenant shall be responsible for removing or repairing any damaged portable classrooms and restoring any portion of the Premises affected by the removal or repair of the portable classrooms. Tenant may, at Tenant's expense and with County's consent which may not be unreasonably withheld or delayed, restore the Premises and/or replace any portable classrooms that may be damaged or

destroyed. Tenant shall commence any removal, repair, or replacement within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. Tenant shall thereafter diligently pursue such removal, repair, or replacement to completion.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Section 9.01 Consent Required.

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. In the event County consents to Tenant's rental of the Premises, Tenant shall comply with, or insure compliance with, any special events procedure imposed by County.

ARTICLE X DEFAULT OF TENANT

Section 10.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event Tenant shall be entitled to a reasonable period under the circumstances; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate shall be taken by execution, attachment or process of law. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Lease will continue.

ARTICLE XI ANNUAL BUDGETARY FUNDING

This Lease and all obligations of County and Tenant hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Board of County Commissioners and School Board of Palm Beach County, respectively.

ARTICLE XII QUIET ENJOYMENT

Upon payment by the Tenant of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIII
MISCELLANEOUS**

Section 13.01 Entire Agreement.

This Lease and any Exhibits attached hereto and forming a part hereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 13.02 Notices.

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if 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 designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

- (b) If to the Tenant at:
The School Board of Palm Beach County
Real Estate Services
Attention: Director
3661 Interstate Park Road North
Suite 200
Riviera Beach, FL 33404
Telephone: 561-882-1944
Fax: 561-882-1982

With a copy to:
Chief Counsel
The School Board of Palm Beach County
P.O. Box 19239
West Palm Beach, FL 33416-9239
Telephone: 561-434-7471
Fax: 561-357-7647

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

Section 13.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 13.04 Broker's Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless the other from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with the indemnifying party. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees, expended or incurred in the defense of any such claim or demand.

Section 13.05 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County.

Section 13.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 13.07 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 13.08 Radon.

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 County's public health unit.

Section 13.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 13.10 Waiver, Accord and Satisfaction.

The waiver by either party of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 13.11 Non-exclusivity of Remedies.

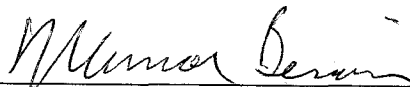
No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.


Section 13.12 Effective Date of Lease.

This Lease 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.

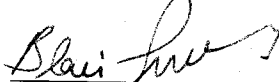
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

TENANT:
THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA, a corporate
body politic pursuant to the Constitution of
the State of Florida

By: 
Monroe Benaim, M.D., Chairman
12/16/09

ATTEST:
By: 
Arthur C. Johnson, PhD.,
Superintendent
12/16/09

APPROVED AS TO FORM:

By:  11/24/09
School Board Attorney

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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

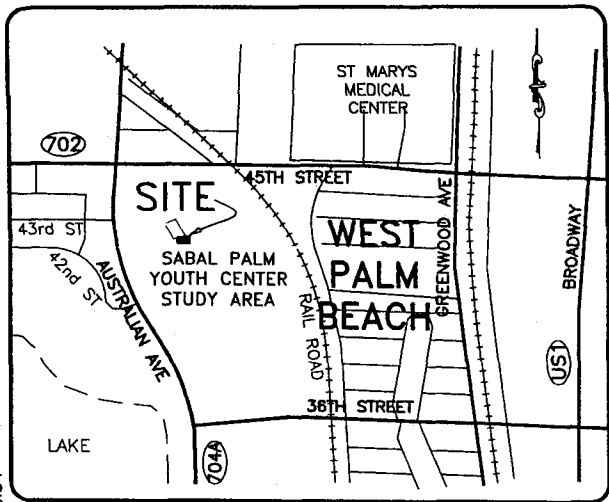
By: _____
Burt Aaronson, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: Keith Anthony Wolf
Department Director

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD

EXHIBIT "A"



LOCATION SKETCH
 NOT TO SCALE

LEGAL DESCRIPTION

BEING A PORTION OF THE SABAL PALM YOUTH CENTER STUDY AREA, BEING A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 04°13'58" EAST, ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 358.27 FEET TO THE SOUTH LINE OF THE PLAT OF PALM BEACH COUNTY POOR FARM, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, ON PAGE 48 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°59'32" WEST, ALONG THE SOUTH LINE OF SAID PLAT OF PALM BEACH COUNTY POOR FARM, A DISTANCE OF 625.04 FEET; THENCE DEPARTING SAID SOUTH LINE OF PALM BEACH COUNTY POOR FARM, N00°23'03"E, A DISTANCE OF 81.49 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK NUMBER 1967 ON PAGE 1804, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N60°38'01"E, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 23.00 FEET; THENCE S89°46'59"E, A DISTANCE OF 17.22 TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID PARCEL, S89°46'59"E, A DISTANCE OF 93.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. THENCE N00°23'03"E, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 38.00 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED S89°46'59"E, A DISTANCE OF 45.00 FEET; THENCE S00°23'03"W, PARALLEL WITH AND 45.00 FEET PERPENDICULAR TO SAID EAST LINE OF SAID PARCEL, A DISTANCE OF 100.00 FEET; THENCE N89°46'59"W, A DISTANCE OF 138.00 FEET; THENCE N00°23'03"E, A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND RESERVATIONS RECORDED OR UNRECORDED, IF ANY.

ABOVE DESCRIBED LANDS CONTAINING 10,266 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON MAY 1, 2009. I FURTHER CERTIFY THAT THIS 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

8/3/2009

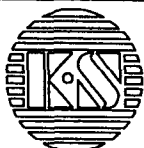
BY: ROBERT N. JOHNSON
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 6540
 (FOR THE FIRM)

DATE OF SIGNATURE

COPY RIGHT © 2009
 ALL RIGHTS RESERVED
 KEITH & SCHNARS, P.A.

NOTES:

- 1.) THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE EAST LINE SECTION 5, BEING NORTH 04°13'58" EAST.
- 2.) THIS IS NOT A BOUNDARY SURVEY.
- 3.) NOT VALID WITHOUT ACCOMPANYING SHEET 2 OF 2



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:
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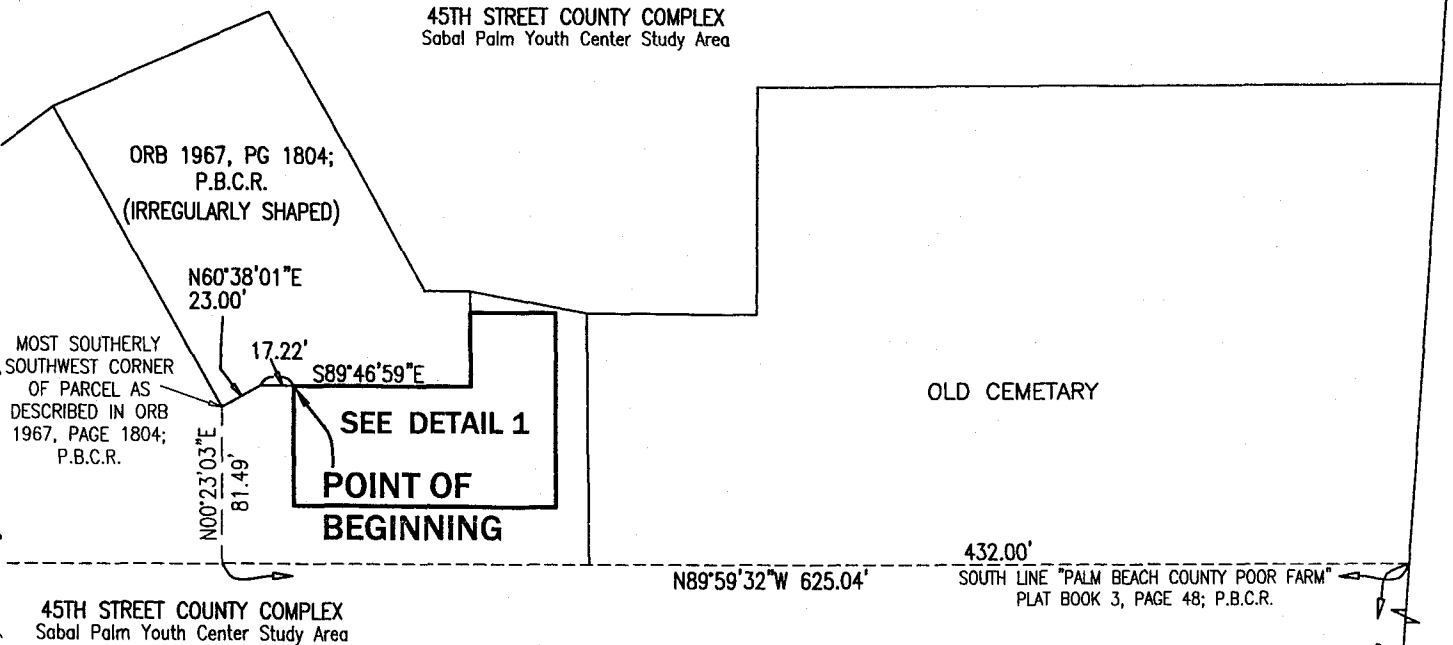
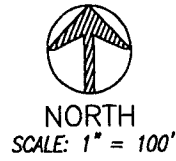
DATE 08/26/08
 SCALE AS NOTED
 FIELD BK. N/A
 DWG. BY TM
 CHK. BY RNJ

DATE	REVISIONS
5/1/09	ESMT LIMITS PER CLIENT
7/10/09	PORTABLES LEASE AREA

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
 Palm Beach County, Florida
 SHEET NO. 1 OF 2 SHEETS
 PROJECT NO. 17618.08

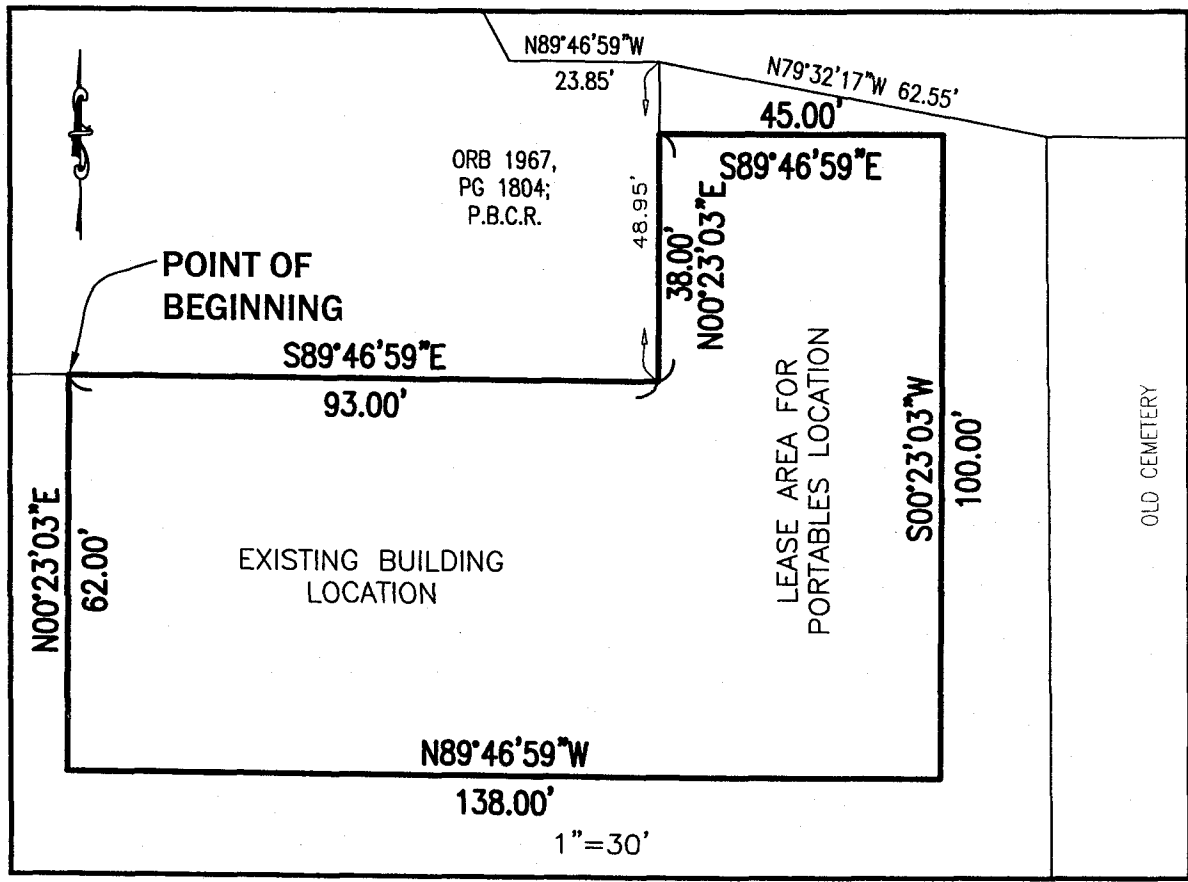
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**SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD**



LEGEND & ABBREVIATIONS

- L.B. LICENSED BUSINESS
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.L.S. PROFESSIONAL LAND SURVEYOR
- RGE RANGE
- TWP TOWNSHIP



DETAIL 1

- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE EAST LINE SECTION 5, BEING NORTH 04°13'58" EAST.
 - 2.) THIS IS NOT A BOUNDARY SURVEY.
 - 3.) NOT VALID WITHOUT ACCOMPANYING SHEET 1 OF 2

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KEITH & SCHNARS, P.A.



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Port St. Lucie, FL 34952
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File:
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DATE	08/26/08	DATE	5/1/09	REVISIONS	ESMT LIMITS PER CLIENT
SCALE	AS NOTED	DATE	7/10/09	REVISIONS	PORTABLES LEASE AREA
FIELD BK.	N/A				
DWG. BY	TM				
CHK. BY	RNJ				

SKETCH AND DESCRIPTION for:
PALM BEACH COUNTY SCHOOL BOARD
Palm Beach County, Florida
SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17618.08

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2009

PRODUCER (561)994-9994 FAX (561)997-7087

The Beacon Group, Inc.
6001 Broken Sound Pkwy., N.W.
Suite 500
Boca Raton, FL 33487-2730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED School District of Palm Beach Co.
3370 Forest Hill Blvd.
Suite A-103
West Palm Beach, FL 33406

INSURER A: School District of Palm Beach County

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR *100,000 PER PERSON *200,000 PER OCCURRENCE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMPIOP AGG \$ included
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (EA accident) \$ 200,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ included
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FLA STATUTE 768.28	07/01/2009	07/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims under F.S.768.28. Excess bodily injury & property damage jurisdictions

CERTIFICATE HOLDER

Palm Beach County BOCC
Risk Management Department
Attn: Dick Cohen
160 Australian Avenue
Suite 401
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald Dresback, CPCU, ARM/ *Donald Dresback*
A072032