

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 23, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:


- A) **approve** a tri-party Interlocal Agreement with the City of Boynton Beach (City) and the Palm Beach County School Board (School Board) that provides for the County's conveyance of its reversionary interest in a 3.65 acre parcel of land to the School Board in exchange for the School Board's conveyance of a reversionary interest in a 4.01 acre parcel of land;
- B) **approve** a County Deed in favor of the School Board;
- C) **accept** a Special Warranty Deed from the School Board.

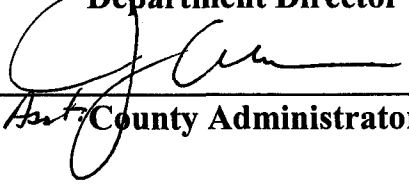
Summary: In May of 1977, the Board approved the conveyance of 3.65 acres of land to the City (R77-458). The property is located north of Boynton Beach Boulevard and east of I-95 on Galaxy Way within the municipal boundaries of the City. The County Deed contained a reverter restricting use of the property to public purposes. The property is currently used as a City Park and provides recreation facilities for the Galaxy Elementary School located adjacent to and east of the City Park. The City and the School Board are in the process of planning the redevelopment of the City Park parcel and the Galaxy Elementary School. The plan is to construct the new school on the City Park, develop a replacement park north of the old school site, tear down the old school and replace the recreation facilities on the old school site. The City has requested the conveyance to the School Board of the County's reversionary interest in the City Park in order to facilitate the financing of the construction of the Galaxy Elementary School replacement facility. The Interlocal Agreement provides that the County convey its reversionary interest in the City Park to the School Board in exchange for the School Board's conveyance of a reversionary interest in the City Park replacement site. The County's obligations under the Interlocal Agreement are limited to: (i) delivery of the County Deed to be held in escrow and recorded upon notification by the School Board that it is prepared to commence construction of the Galaxy Elementary School replacement facility; and (ii) acceptance of the Special Warranty Deed from the School Board conveying a revisionary interest in the City Park replacement site to the County which will be held in escrow and recorded upon notification by the School Board that the replacement park is completed; however, if the replacement park is not completed by March 1, 2013, then the escrow agent shall automatically record the Special Warranty Deed from the School Board. The Interlocal Agreement becomes effective when executed by all parties and filed with the Clerk of the Circuit Court in Palm Beach County. **(PREM) District 7 (HJF)**

Background and Justification: The School Board and the City are in the process of entering into an agreement whereby the City Park parcel will be used by the School Board for the construction of the Galaxy Elementary School replacement facility and property owned by the School Board located north of the existing Galaxy Elementary School will be used as the replacement site for the City Park. The School Board is funding the construction of the Galaxy Elementary School replacement facility with Certificates of Participation that require the conveyance of the County's reversionary right in the City Park parcel to the School Board. The County is not a party to the Escrow Agreement among the School Board, the City and Goren, Cherof, Doody & Ezrol, P.A., escrow agent.

Attachments:

- 1. Location Map
- 2. Interlocal Agreement
- 3. County Deed
- 4. Special Warranty Deed

Recommended By:  Department Director 1/27/10 Date

Approved By:  County Administrator 2/16/10 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget: Yes _____ No _____

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

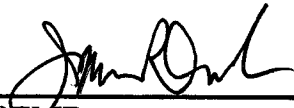
B. Recommended Sources of Funds/Summary of Fiscal Impact:

~~X~~ No Fiscal Impact.

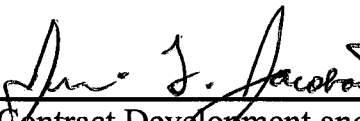
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:



 OFMB
 (110) 2/11/10
 2/11/10



 Contract Development and Control
 The Interlocal Agreement was not executed at the time of our review.

B. Legal Sufficiency:

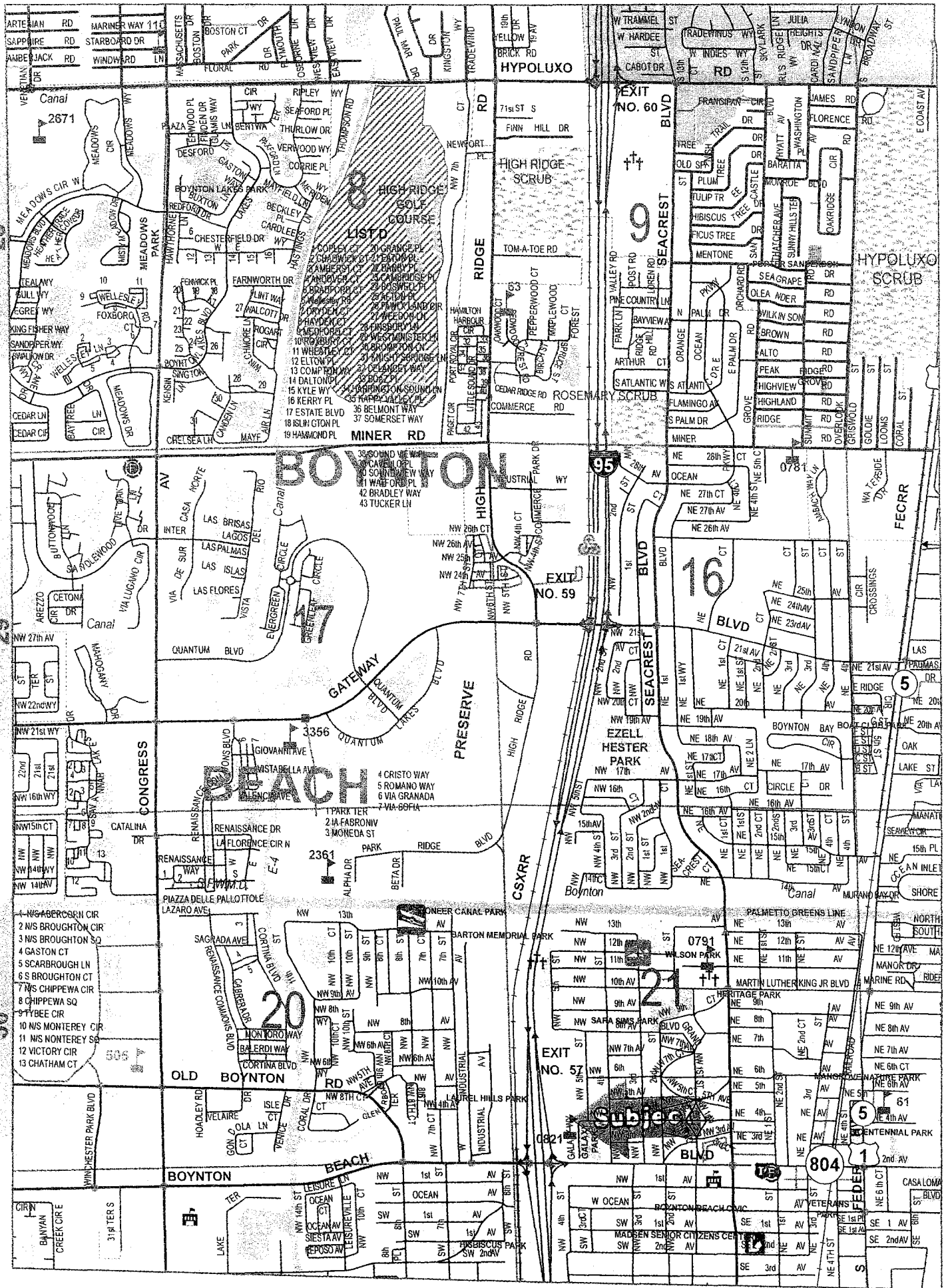


 Assistant County Attorney
 2/10/10

C. Other Department Review:

 Department Director

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



LOCATION MAP

ATTACHMENT # 1



INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
THE CITY OF BOYNTON BEACH AND
PALM BEACH COUNTY
FOR THE DEVELOPMENT AND USE OF
THE GALAXY ELEMENTARY REPLACEMENT SCHOOL

This Interlocal Agreement ("Agreement") entered into this ____ day of _____, 2010, by and between the School Board of Palm Beach County, Florida, (the "School Board"), a corporate body politic existing under the laws of the State of Florida, the City of Boynton Beach, Florida, ("City") a Florida municipal corporation and Palm Beach County ("County") a political subdivision of the State of Florida. The School Board, City and County are hereinafter individually referred to as the "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City owns certain real property described on Exhibit "A" attached hereto and incorporated herein by reference adjacent to the existing Galaxy Elementary School ("City Property"); and

WHEREAS, the City Property is subject to a reverter right in favor of the County as set forth in the County Deed recorded in Official Records Book 2706 at Page 999 of the Public Records of Palm Beach County, Florida ("Reversionary Right"); and

WHEREAS, the School Board owns certain real property described on Exhibit "B" attached hereto and incorporated herein by reference on which the existing Galaxy Elementary School is located ("School Board Property"); and

WHEREAS, the Parties are desirous of the School Board constructing the Galaxy Elementary Replacement School ("Replacement School"), and related auxiliary and ancillary facilities on the City Property and a portion the School Board Property; and

WHEREAS, the School Board is willing to construct replacement recreational facilities on a portion of the School Board Property not required for the Replacement School and to convey the property and improvements to the City upon the completion of construction ("Replacement Park"); and

WHEREAS, the County is willing to release the Reversionary Right on the City Property and accept in substitution thereof the creation of a new reversionary right on the Replacement Park Property (as hereinafter defined); and

WHEREAS, the School Board and the City desire to cooperate in the development of the Replacement School by providing to each other certain rights and benefits in accordance with the terms and conditions contained herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: INCORPORATION OF RECITALS.

The above recitals are true and incorporated as though fully set forth herein.

SECTION 2: DEFINITIONS.

The following terms when used in this Interlocal Agreement shall have the following meanings:

1.1 a) City Property. That certain parcel of land located at 441 West Boynton Beach Blvd, Boynton Beach, Florida, together and attached personal property is more particularly described with the legal description in **Exhibit "A,"** attached hereto and made a part hereof.

b) School Board Property. That certain parcel of land located at 461 West Boynton Beach Blvd, Boynton Beach, Florida, together with a building thereon and attached personal property is more particularly described with the legal description in **Exhibit "B,"** attached hereto and made a part hereof.

1.2 Closing. The delivery of a Deed by the City or School Board to the other.

1.3 Closing Date.

a) The Closing for the conveyance of the City Property to the School Board shall occur not later than fifteen (15) days following City's receipt of notice from School Board that School Board is prepared to commence construction on the Replacement School. It is currently anticipated that the Closing under this subparagraph will be held in January, 2011.

b) The Closing for the conveyance of the School Board Property to the City shall occur not later than fifteen (15) days following City's receipt of notice from School Board that the Replacement Park construction has been completed and the Replacement Park Property is ready for public use. Notwithstanding the forgoing, the Closing under this subparagraph shall take place not later than two (2) years after the Closing under subparagraph 1.3.a. above, unless extended by mutual agreement of the parties.

1.4 Deed. A Special Warranty Deed, which shall convey the Property from School Board to City and from City to School Board, substantially in the forms attached as Exhibit "G1" and "G2".

1.5 Effective Date. The Effective Date of this Agreement shall be the date upon which this Agreement is executed by all of the parties and the Escrow Agent.

1.6 Escrow Agent. Shall mean the law firm of Goren, Cherof, Doody, Ezrol, P.A.

1.7 Escrow Agreement. Shall mean that Agreement entered between the City of Boynton Beach and the School Board of Palm Beach County, Florida setting forth the terms and provisions governing the exchange.

1.8 School Board's Address. School Board's mailing address is Director, Real Estate Services, 3661 Interstate Park Road North, Suite 200, Riviera Beach, FL, 33404 with a copy to Chief Counsel, P.O. Box 19239, West Palm Beach, FL 33416.

1.9 City's Address. City's mailing address is P.O. Box 310, Boynton Beach, FL, 33425-0310, with copy to Donald J. Doody, Esquire, 3099 E. Commercial Boulevard, Florida 33308.

1.10 County's Address. County's mailing address is Director, PREM, 3323 Belvedere Road - Building 503, West Palm Beach, FL 33406, with a copy to Howard Falcon, Esquire, 301 N. Olive Ave., Suite 601, West Palm Beach, FL 33401.

1.11 Title Inspection Period. Shall mean fifteen (15) days after receipt of a title commitment for the respective parcel.

1.12 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

SECTION 2: DEVELOPMENT OF REPLACEMENT SCHOOL AND REPLACEMENT PARK.

The School Board shall, at its expense, develop the Replacement School on the City Property and a portion of the School Board Property described on Exhibit "C" attached hereto. Such site plan shall be reviewed by the City.

The School Board shall, at its expense, develop the recreational facilities set forth on Exhibit "D" on the portion of the School Board Property described on Exhibit "E" ("Replacement Park Property"). The School Board shall complete the construction of the recreational facilities prior to the conveyance of the School Board Property and the Closing shall occur as set forth in subparagraph 1.3.b. The site plan for the Replacement Park shall be developed in cooperation with and with input from the City. The Replacement Park shall be constructed using like-kind materials. The School Board shall provide materials using the same specifications as that used in construction of the Replacement School and the City shall be given the opportunity to review and approve the product submittals proposed by the contractor. The School Board shall use the City's specifications for specialty items such as the park benches, picnic tables and playground equipment that are not part of the typical school specifications. The School Board shall establish a budget of \$622,000.00 for construction of the Replacement Park, which excludes any contingency. A contingency fund that includes contingency for the Replacement Park shall be established separately in the overall project budget. The playground equipment at the Replacement Park shall have IPEMA certification of conformance to ASTM F1487, Standard consumer Safety Performance Specification for Playground Equipment for Public Use and ASTM ST and Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment. The tennis courts at the Replacement Park shall be unlit, unless the City, at its sole expense, wishes to install new lighting. Prior to the conveyance of the City Property to the School Board, the City shall disassemble lighting system, including but not limited to the lights, fixtures and light poles at the existing softball field ("Reusable Components") and shall transport and store the Reusable Components during construction of the Replacement School. Within a reasonable time following receipt of written notice from the School Board, the City shall deliver the Reusable Components to the Replacement Park Property and the School Board shall utilize the Reusable Components in the lighting system for the softball field at the Replacement Park.

SECTION 3: EXCHANGE OF PROPERTIES.

(a) Within thirty (30) days after the Effective Date: (i) the School Board shall obtain a title commitment (a "Commitment") from SouthEast Guaranty & Title, Inc. (a "Title Agent") for the issuance of an ALTA Form "B" Marketability Owner's Title Insurance Policy (the "Title Policy") covering the Replacement Park Property from Chicago Title Insurance Corporation (the "Title Company"); and (ii) the City shall obtain a Title Commitment for the issuance of a Title Policy covering the City Property. Upon receipt, the Parties shall exchange Commitments. The School Board shall obtain a survey of the City Property and the Replacement Park Property (a "Survey") which shall be prepared by a registered land surveyor, certify the acreage of each parcel to 1/100th of an acre and be certified to the Parties, the Title Agent and counsel for the City. Within thirty (30) days after receipt of the City's Title Commitment, the School Board shall deliver a copy of the Survey to the City.

(b) Within fifteen (15) days after receipt of the Commitment covering the City Property and Replacement Park Property, respectively, and the Survey (the "Title Review Period"), each Party shall deliver to the other Party written notice (the "Title Objection Letter") of any matters set forth in the Commitment or on the Survey to which it objects (the "Title Defects"). Within ten (10) days after the Title Review Period (the "Title Response Period"), the Party receiving the Title Objection Letter shall advise the other Party in writing (the "Title Response Letter") which Title Defects it will satisfy and/or correct by Closing, and such Party

shall be obligated to satisfy and/or correct all Title Defects that it agrees to satisfy and/or correct in its Title Response Letter. If a Party refuses to satisfy and/or correct by Closing all of the Title Defects set forth in the Title Objection Letter it received, then the Party sending the Title Objection Letter shall have the right, but not the obligation, to terminate this Agreement by giving written notice of such termination to the other Party within five (5) days after the Title Response Period (the "Title Termination Period"), whereupon, this Agreement shall terminate and the Parties shall be released from any and all obligations, each to the other, under this Agreement.

(c) If a Party fails to deliver a Title Objection Letter to the other Party prior to the expiration of the Title Review Period, then (except as otherwise expressly set forth in subparagraph (d) below) all matters shown in the Commitment and on the Survey shall be "Permitted Exceptions" (as hereinafter defined). If a Party fails to deliver a Title Response Letter to the other Party prior to the expiration of the Title Response Period, then none of the Title Defects set forth in the Title Objection Letter received by such Party shall be Permitted Exceptions. If a Party fails to terminate this Agreement prior to the expiration of the Title Termination Period, then such Party shall have waived its right to terminate this Agreement under this subparagraph (c). Except as otherwise provided in subparagraph (d) below, the term "Permitted Exceptions" shall mean: (i) real property taxes for the year of Closing and subsequent years not yet due and payable; and (ii) those Schedule B-II Exceptions of a Commitment and those matters shown on a Survey: (1) that a Party does not object to in its Title Objection Letter; (2) that are objected to in its Title Objection Letter but which the other Party refuses to satisfy and/or correct as set forth in its timely given Title Response Letter; (3) apply only to the Party who received such Commitment (e.g., certificates of good standing, resolutions, etc.);

(d) Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, subparagraphs (b) and (c) above), none of the following shall be Permitted Exceptions: (i) the Schedule B-1 Requirements of a Commitment (other than those that specifically apply only to the Party who received such Commitment); (ii) the Schedule B-II Standard Exceptions of a Commitment (other than the standard survey exception); (iii) any claim, lien, charge or liability affecting the Property covered by a Commitment that can be satisfied and discharged at Closing by payment of a liquidated amount (including, without limitation, mortgages and related loan documents); and (iv) any matter of record whether or not created (or permitted to be created) by, through or under the Party owning the Property covered by a Commitment first appearing in the public record or first known to the Party who obtained the Commitment after the original effective date of such Commitment. On or before Closing, the Party owning the Property covered by a Commitment shall be obligated to have satisfied, deleted and/or discharged from the Commitment and/or public record, as applicable, all matters set forth in (i) through (iv) above.

(e) City shall pay: (i) the cost of the Commitment for the City Property; (ii) the cost of the premium for the "Title Policy" (as hereinafter defined) for the City Property; (iii) one-half (1/2) the cost of the Survey; (iv) the cost of recording the "Deed" (as hereinafter defined) for the City Property and the quitclaim deed from the County; and (v) the cost of satisfying and correcting title and survey matters in accordance with subparagraph (d).

(f) School Board shall pay: (i) the cost of the Commitment for the Replacement Park Property; (ii) the cost of the premium for the Title Policy for the Replacement Park Property; (iii) one-half (1/2) the cost of the Survey; (iv) the cost of recording the Deed for the Replacement Park Property; and (v) the cost of satisfying and correcting title and survey matters in accordance with subparagraph (d).

(g) Within ten (10) days following the Effective Date, each Party shall deliver to the Escrow Agent to be held in escrow pursuant to the terms, conditions and provisions of the Escrow Agreement attached hereto as Exhibit "F" and made a part hereof ("Escrow Agreement"), in addition to all other documents referred to elsewhere in this Agreement, the following:

(i) A special warranty deed (a "Deed"), in recordable form, conveying to the other Party good, marketable and insurable fee simple title to the Property then being conveyed, subject only to the Permitted Exceptions. The Deed from each Party shall waive the reservations under Florida Statutes Section 270.11. The Deed from the School Board to the City shall create a new reverter right in favor of the County in the following form:

PROVIDED, however, that should the Property not be used for a public purpose for a period of sixty consecutive months, the same shall automatically revert to the County. This reverter right is created pursuant to that certain Interlocal Agreement between The School Board of Palm Beach County, Florida, The City of Boynton Beach and Palm Beach County For The Development and Use of The Galaxy Elementary Replacement School dated _____.

In addition, the Deed shall contain the grant of an access easement sufficient to provide vehicular and pedestrian access to the Replacement Park Property.

The Deeds shall be substantially in the form attached hereto as Exhibit "G1" and "G2".

(ii) A "Title Affidavit" in usual and customary form, together with any other affidavits, documents or other information necessary to satisfy and/or delete: (i) the Schedule B-I Requirements of the Commitment covering the Property then being conveyed; (ii) the Schedule B-II Standard Exceptions of the Commitment covering the Property then being conveyed (including, without limitation, the "gap exception", the "mechanic's lien exception", and the "parties-in-possession exception"); and (iii) all other matters that are not Permitted Exceptions.

(iii) An affidavit confirming that the Party conveying the Property is not a "foreign person" within the meaning of the U.S. tax laws and to which reference is made in the Internal Revenue Code, Section 1445, as amended.

(h) Closing, unless otherwise extended pursuant to the terms of this Agreement, shall take place at the law offices of the counsel for the City. Closing may be extended by mutual agreement of the Parties and evidenced by an amendment to this Agreement. For purposes of this subparagraph, the School Board's Superintendent, or his designee, shall be authorized to approve any extension of Closing and is authorized to execute an amendment to this Agreement extending the Closing on behalf of the School Board without the need for any further action or approval of the School Board. For purposes of this subparagraph, the City's City Manager shall be authorized to approve any extension of Closing and is authorized to execute an amendment to this Agreement extending the Closing on behalf of the City without the need for any further action or approval of the City Commission.

(i) Within ten (10) days following the Effective Date, the School Board shall place the Deed to the Replacement Park Property, substantially in the form attached hereto as Exhibit G2 and the recording costs, in escrow pursuant to the Escrow Agreement. Within ten (10) days following the Effective Date, the City shall place the Deed to the City Property, substantially in the form attached hereto as Exhibit G1 and the recording costs, in escrow pursuant to the

Escrow Agreement. Failure to deliver the required Deed and recording costs by either party shall constitute a default under the terms of this Agreement and allow the non-defaulting party the option of either terminating the Agreement or seeking equitable relief in the form of specific performance against the defaulting party. The Deeds and recording costs shall be held in escrow and released in accordance with the terms of the Escrow Agreement.

(j) Within ten (10) days following the Effective Date, the County shall place a County deed releasing the Reversionary Right in the City Property in escrow pursuant to the Escrow Agreement. The County shall not be required to deliver any other documents such as a Title Affidavit or non-foreign affidavit. Other than the acceptance by recording of the reversionary right in the Replacement Park Property set forth in Paragraph 3.g.(i) above, delivery of the County deed set forth herein shall be the County's only obligation under this Agreement.

SECTION 4: RIGHT-OF-WAY ABANDONMENT.

As shown on the site plan submitted by the School Board to the City for the Replacement School, the City right-of-way for Galaxy Way lying south of NW 4th Avenue as more particularly described in Exhibit "H" attached hereto will be utilized for the construction and development of the Replacement School. Within thirty (30) days of the Effective Date, the School Board shall submit to the City any and all necessary applications for the abandonment of the Galaxy Way right-of-way in accordance with City codes and procedures. The City shall waive all costs and fees associated with the submittal and processing of such application. The City agrees to utilize its best efforts and expeditiously process the application and conduct a public hearing relating to the application. The School Board recognizes that any request for abandonment of public right-of-way requires review of the criteria set forth in City codes on a case-by-case basis. The results of such review cannot be determined until an application has been submitted and it has been reviewed by City staff and the public has been given an opportunity to be heard regarding it. The City thus cannot provide any assurance to the School Board, nor does it guarantee that said abandonment request will be approved. However, the City will utilize its best efforts to expeditiously process the approval of such request. In the event that the City does not approve the application for abandonment of the right-of-way within ninety (90) days of the Effective Date, the School Board shall have the right, but not the obligation, to terminate this Agreement within thirty (30) days of the City's action on the application.

SECTION 5: PERMITS FOR CONSTRUCTION OF FACILITIES.

The School Board, through its Building Department, shall be responsible for obtaining the necessary building permits required for the construction of the Replacement School and Replacement Park facilities described in this Agreement. The School Board shall have primary responsibility and the City shall cooperate and assist the School Board in obtaining all necessary permits from third-party regulatory agencies, including but not limited to the South Florida Water Management District. The Parties agree that the Replacement School and the Replacement Park may be considered a single project for the purposes of obtaining any permits from third-party regulatory agencies.

SECTION 6: MUTUAL USE OF PARKING

Following the completion of construction and conveyance of the Replacement Park Property to the City, the City and School Board, and their employees, agents and invitees, shall each have the non-exclusive right, in common with the other, to the reasonable use of the other's parking facilities within the Shared Parking Area ("Shared Parking Area").

It is acknowledged by the Parties that the Replacement School and the Replacement Park generate traffic during alternating time periods, such that shared parking for the two facilities has the potential to reduce the overall number of parking spaces required on each site, and the parties agree to cooperate in scheduling activities on their respective sites toward said goal.

Notwithstanding the foregoing, the parties agree that the City may utilize the Shared Parking Area, located within the Replacement School Property, together and in conjunction with the School Board, from the end of the regular school day, but no later than 5PM, until 11PM on weekdays when school is in session, and from 7AM until 11PM on weekends and other days when school is not in session, on a first come, first served basis. The City acknowledges that School Board will maintain exclusive use of the Shared Parking Area located within the Replacement School Property for school activities during the school day as set forth above. The City acknowledges that School Board reserves the right to exclude the City's use of the Shared Parking Area located within the Replacement School Property for special events sponsored at, or by, the School Board, including but not limited to open house(s), performances, fairs, etc. School Board shall provide the City with a minimum of fourteen (14) days advance notice of such need. The parties agree that the School Board may utilize the Shared Parking Area, located within the Replacement Park Property, together and in conjunction with the City at all times, provided, however, School Board acknowledges that the City reserves the right to exclude School Board's use of the Shared Parking Area located within the Replacement Park Property at times during the day that the City has scheduled activities or all available parking spaces are required for the public use of the park. The City shall provide School Board with a minimum of fourteen (14) days advance notice of such need. Each party shall provide the other with access through any gates to roadways accessing parking areas located within the Shared Parking Area during the hours stipulated above. The gate to be located between the Replacement School Property and the Replacement Park Property shall be controlled and maintained by the City.

The City and School Board shall each pave, and keep, maintain and repair their respective portion of the Shared Parking Area in good and slightly order, condition and repair, and each party shall assure that their respective portion of the Shared Parking Area is properly lighted and drained and is painted with stripes to designate parking spaces. No portion of the Shared Parking Area shall be permitted to fall into disrepair. The Shared Parking Area may be closed off only as reasonably necessary while repairs are being performed thereto. This provision shall survive both closings.

SECTION 7: MUTUAL USE OF REPLACEMENT PARK

The School Board shall have the exclusive right to use the Replacement Park during normal school hours, inclusive of normal after-school operational hours ("School Hours"). The City shall have use of the Replacement Park during weekdays after School Hours, student school holidays, weekends and all other times that the School is closed. The School Board shall have the right to install fencing with a lockable security gate between the Replacement Park and the Replacement School in order to secure the Replacement School site ("School Fencing"). The School Board shall have sole control over the School Fencing, and the School Board shall be solely responsible for the maintenance and repair of the School Fencing. The City shall be responsible for the perpetual maintenance of the Replacement Park at its sole cost and expense. All regular maintenance, including mowing, shall be coordinated with the School Principal to ensure student safety.

SECTION 8: DEFAULT.

The parties agree that, in the event any party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any or specific performance. The School Board does acknowledge that in the event it fails for any reason to develop and construct the recreational facilities on the Replacement Park Property that the City will suffer damages to the extent the City has lost a valuable component of its park system. Consequently, the School Board shall be liable to the City to the extent of the replacement cost expended by the City to replace the park site and recreational facilities. Notwithstanding the forgoing, the City and School Board's sole remedy in the event of a County default shall be limited to specific performance.

SECTION 9: DISPUTE RESOLUTION.

In the event an issue arises which cannot be resolved between the School Board's Chief of Facilities Management and the City's Director of Recreation Services regarding the interpretation or application of any provision of this Agreement, the dispute shall be referred to the Board's Chief Operating Officer and the City Manager who shall both make a good faith effort to resolve the dispute.

SECTION 10: NOTICE.

Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the County Address, School Board Address or City Address, by hand delivery; certified mail, return receipt requested, postage prepaid; by a nationally recognized overnight courier service; or by facsimile transmission. Any such notice shall be deemed given upon the earlier of receipt by the addressees if hand delivered (or attempted delivery if refused by the intended recipient thereof), on the next business day after deposit with a recognized overnight courier service, on the day given if sent by facsimile transmission provided that the party making such delivery receives an electronic confirmation setting forth the proper phone number receiving such facsimile transmission and that the entire transmission has been properly received by the addressee without communication error, or on the third (3rd) day following deposit thereof in the United States mail.

SECTION 11: GOVERNING LAW AND VENUE.

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

SECTION 10: EQUAL OPPORTUNITY PROVISION.

The parties agree that no person shall, on the grounds of race, color, sex, 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.

SECTION 11: CAPTIONS.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is 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.

SECTION 13: ENTIRETY OF AGREEMENT.

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

SECTION 14: INCORPORATION BY REFERENCE.

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

SECTION 15: AMENDMENT.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

SECTION 16: 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.

SECTION 17: CONSTRUCTION.

Neither party shall be considered the author of this Agreement since the parties 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.

SECTION 18: FILING.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 19: EFFECTIVE DATE.

This Agreement shall become effective when approved and executed on behalf of both of the Parties and filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 20: NO THIRD PARTY BENEFICIARIES.

This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

CITY OF BOYNTON BEACH, FLORIDA,
a Florida municipal corporation

BY: _____
ITS: _____, Mayor

Attest:
BY: _____

ITS: _____, City Clerk

City Commission Approval Date: _____

REVIEWED AND APPROVED AS TO
LEGAL FORM

City Attorney's Office

Date: _____

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

REVIEWED AND APPROVED AS TO
LEGAL FORM

School Board Attorney

Date: _____

BY _____
Monroe Benaim, M.D., Chairman

BY _____
Arthur C. Johnson, Ph.D., Superintendent

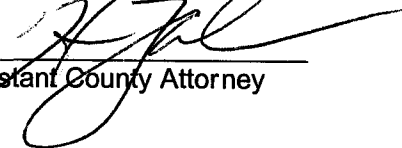
Board Approval Date: _____

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: 
Audrey Wolf, Director
Facilities Development & Operations

INDEX OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF CITY PROPERTY
EXHIBIT "B"	LEGAL DESCRIPTION OF SCHOOL BOARD PROPERTY
EXHIBIT "C"	LEGAL DESCRIPTION OF REPLACEMENT SCHOOL PROPERTY
EXHIBIT "D"	REPLACEMENT PARK ELEMENTS
EXHIBIT "E"	LEGAL DESCRIPTION OF REPLACEMENT PARK PROPERTY
EXHIBIT "F"	ESCROW AGREEMENT
EXHIBIT "G1"	SPECIAL WARRANTY DEED FORM FROM CITY
EXHIBIT "G2"	SPECIAL WARRANTY DEED FORM FROM SCHOOL BOARD
EXHIBIT "H"	LEGAL DESCRIPTION OF GALAXY WAY RIGHT-OF-WAY

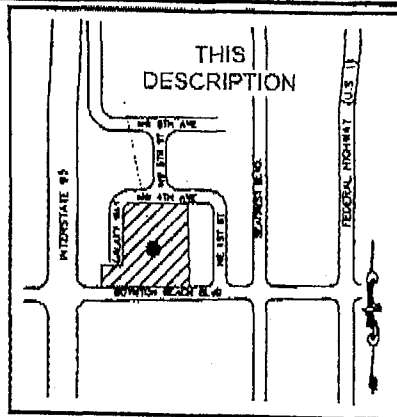
EXHIBIT "A"
LEGAL DESCRIPTION OF CITY PROPERTY

EXHIBIT "A" TO ILA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 992.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST AND WEST LINE, NORTH 01°57'31" WEST, A DISTANCE OF 53.04 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 804 (BOYNTON BEACH BOULEVARD) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SHEET 3-A, SECTION 93220-2412, DATED MAY 5TH, 1970 AND POINT OF BEGINNING; THENCE CONTINUING NORTH 01°57'31" WEST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 139.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GALAXY WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2226, ON PAGE 1037 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID EAST AND WEST LINE NORTH 88°02'29" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID GALAXY WAY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY AND ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO DESCRIBED COURSES: (1) NORTH 01°57'31" WEST, A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; (2) NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 91°45'45", AN ARC DISTANCE OF 80.08 FEET TO A POINT OF TANGENCY ON THE SOUTH RIGHT-OF-WAY OF N.W. 4TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2226, ON PAGE 1037 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 89°48'14" EAST, A DISTANCE OF 244.58 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN 20.00 FOOT ALLEY AS SHOWN ON RIDGEWOOD HILLS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, ON PAGE 250, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY AND ALONG SAID ALLEY LINE ALSO BEING THE EAST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21, SOUTH 01°51'44" EAST A DISTANCE OF 574.21 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 804 (BOYNTON BEACH BOULEVARD), THENCE DEPARTING SAID ALLEY LINE AND EAST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°20'08" WEST A DISTANCE OF 330.38 FEET TO THE POINT OF BEGINNING.



LOCATION MAP
NOT TO SCALE

SUBJECT TO ANY ADDITIONAL RIGHT-OF-WAY.

CONTAINING 173,372 SQUARE FEET (3.98) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B./6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON JANUARY 12, 2010 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 & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5680
STATE OF FLORIDA

SKETCH & DESCRIPTION GALAXY PARK

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33069-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: michael@keith-associates.com LB NO. 6860
SHEET 1 OF 2
DRAWING NO. 07554.01-SKD Park.dwg

DATE 01/12/10

SCALE 1"=100'

FIELD BK. N/A

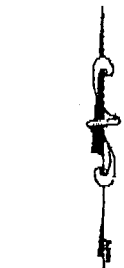
DWG. BY DDB

CHK. BY MMH

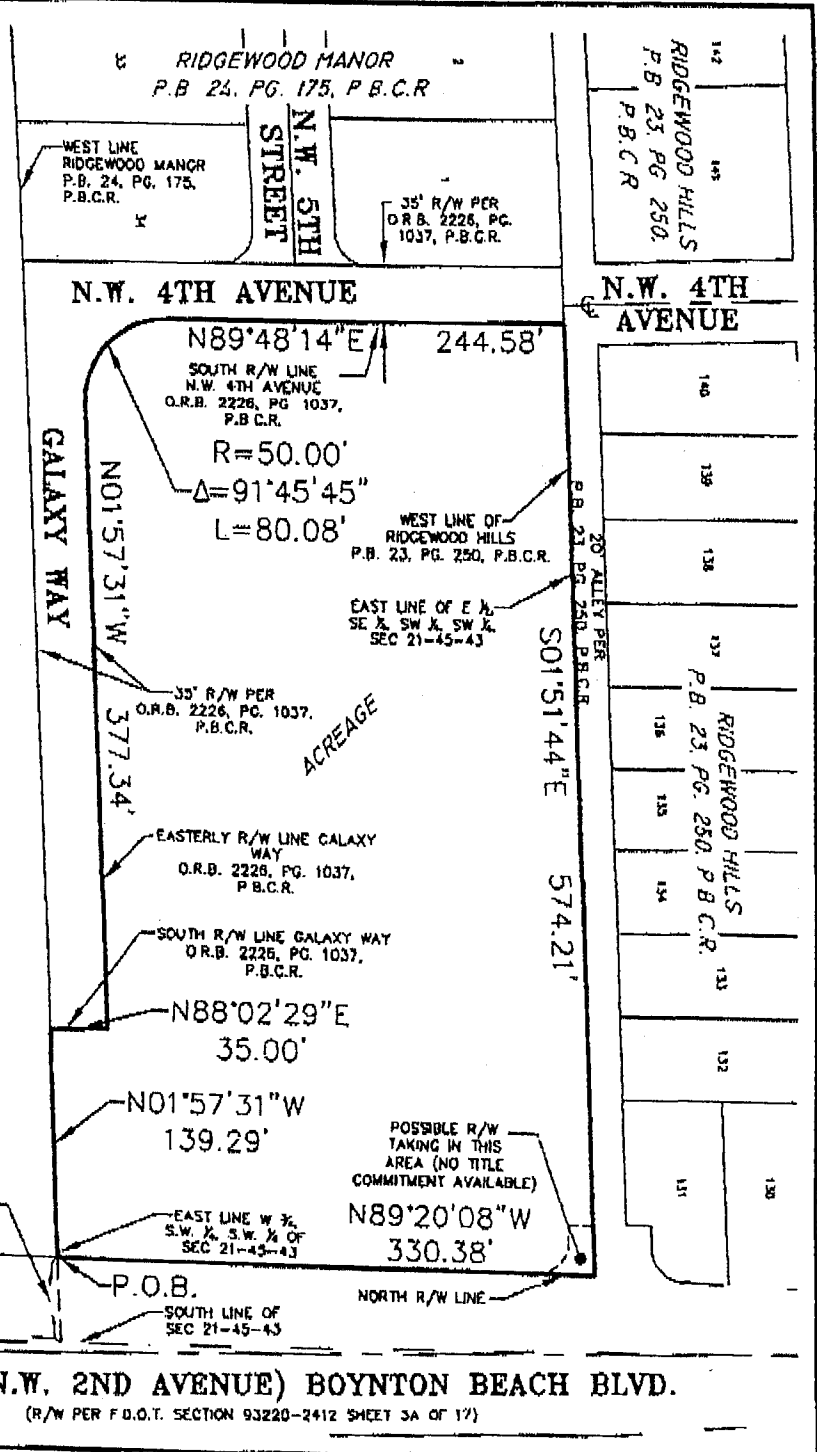
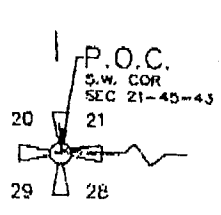
DATE REVISIONS

LEGEND:

BLVD. BOULEVARD
 F.O.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION LICENSED BUSINESS
 LB OFFICIAL RECORDS BOOK
 O.R.B. PLAT BOOK
 P.B. PALM BEACH COUNTY RECORDS
 P.B.C.R. RECORDS
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 R/W RIGHT-OF-WAY
 SEC. SECTION
 S.R. STATE ROAD
 RADIUS
 Δ CENTRAL ANGLE
 L ARC LENGTH
 CENTERLINE
 SECTION CORNER



SCALE: 1"=100"



SKETCH & DESCRIPTION
GALAXY PARK
 A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST
 CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES, INC.
 consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANNO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
 DRAWING NO. 07554.01-SKD Park.dwg

DATE	01/12/10
SCALE	1"=100'
FIELD BK.	N/A
DWNG. BY	ODD
CHK. BY	MMM

DATE	REVISIONS

EXHIBIT "B"
LEGAL DESCRIPTION OF SCHOOL BOARD PROPERTY

EXHIBIT "B" TO ILA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 992.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21. THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST AND WEST LINE NORTH 01°57'31" WEST, 53.04 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 804 (BOYNTON BEACH BOULEVARD) AND POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO DESCRIBED COURSES: (1) NORTH 88°43'58" WEST, 288.92 FEET; (2) NORTH 37°28'25" WEST, 86.49 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 AS SHOWN ON THE RIGHT-OF-WAY MAP 3-A, SECTION 93220-2412, DATED MAY 5TH, 1970; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY THE FOLLOWING THREE DESCRIBED COURSES; (1) NORTH 02°11'00" WEST, 438.57 FEET; (2) NORTH 09°51'41" WEST, 160.30 FEET; (3) NORTH 01°57'31" WEST, 1244.27 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE SOUTH THREE-QUARTER (3/4) OF THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 21; THENCE NORTH 89°53'59" EAST ALONG SAID NORTH LINE, 362.83 FEET TO THE NORTHWEST CORNER OF SAID RIDGEWOOD MANOR PLAT; THENCE SOUTH 01°57'31" EAST ALONG THE WEST LINE OF SAID PLAT AND THE SOUTHERLY EXTENSION THEREOF ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTER (3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21, A DISTANCE OF 1916.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 677,966 SQUARE FEET (15,564) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

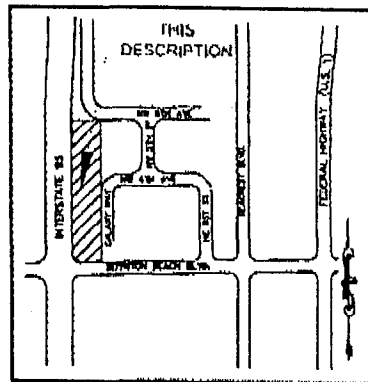
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 12, 2010 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 & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA



LOCATION MAP
NOT TO SCALE

SKETCH & DESCRIPTION GALAXY ELEMENTARY SCHOOL

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mmossey@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07554.01

DATE 1/12/10

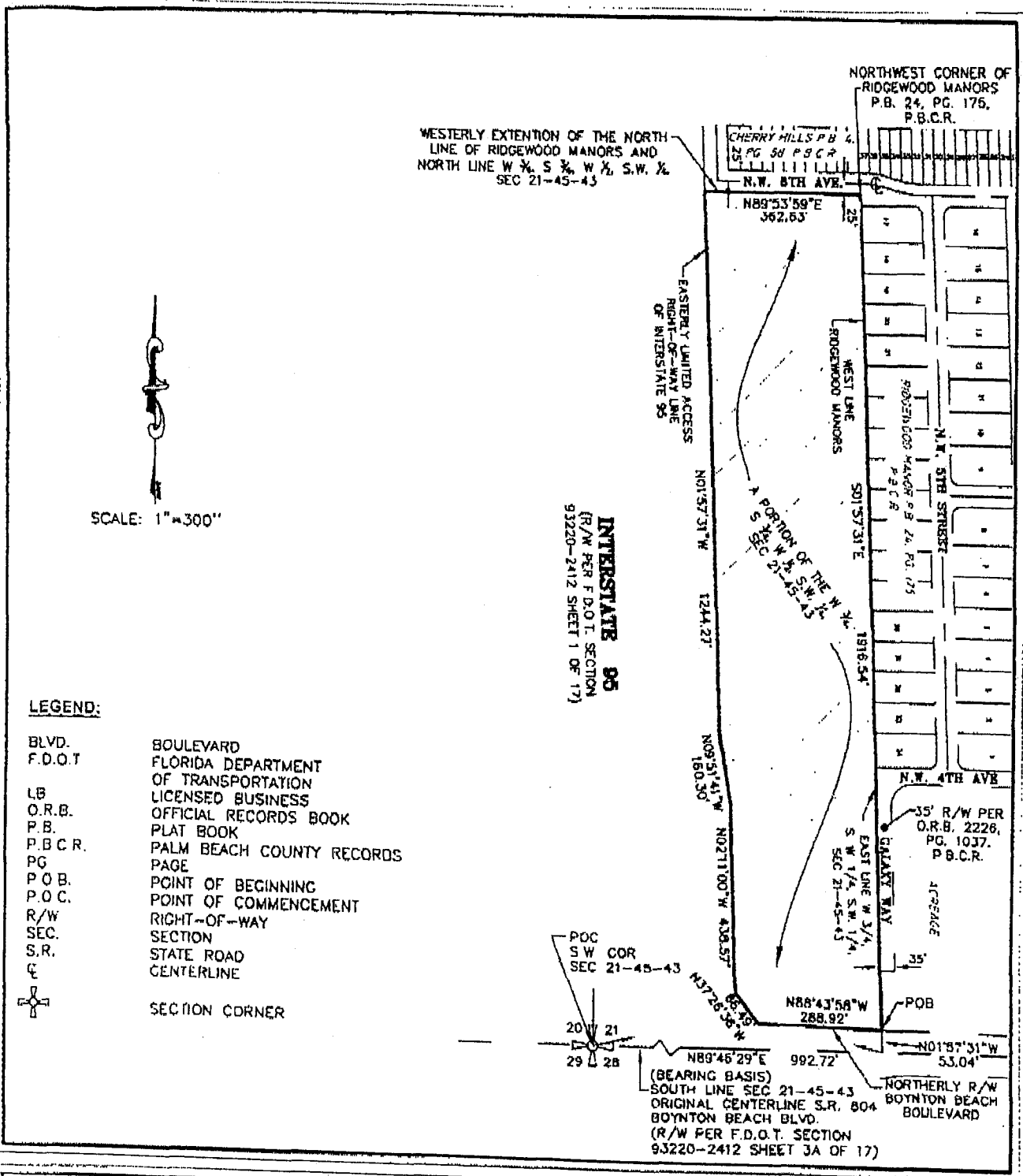
SCALE N/A

FIELD BK. N/A

DWNG. BY S.M.

CHK. BY M.M.M.

DATE REVISIONS



SKETCH & DESCRIPTION
GALAXY ELEMENTARY
SCHOOL
 A PORTION OF THE SOUTHWEST 1/4,
 OF SECTION 21, TOWNSHIP 45 SOUTH,
 RANGE 43 EAST
 CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES INC.
 consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mkeith@kaihs-associates.com LB NO. 6860

SHEET 2 OF 2
 DRAWING NO. 07554.01

DATE 1/12/10
 SCALE AS SHOWN
 FIELD BK. N/A
 DWNG. BY S.M.
 CHK. BY M.M.M.

DATE	REVISIONS

EXHIBIT "C"

LEGAL DESCRIPTION OF REPLACEMENT SCHOOL PROPERTY

EXHIBIT "C" TO ILA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (¼) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 702.29 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°13'31" WEST, A DISTANCE OF 60.54 FEET TO THE POINT OF BEGINNING BEING A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 804 (BOYNTON BEACH BOULEVARD) AND THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SHEET 1, SECTION 93220-2412, DATED MAY 5TH, 1970; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING FOUR DESCRIBED COURSES: (1) NORTH 37°26'36" WEST, A DISTANCE OF 88.49 FEET; (2) NORTH 02°11'00" WEST, A DISTANCE OF 438.57 FEET; (3) NORTH 09°51'41" WEST, A DISTANCE OF 160.30 FEET; (4) NORTH 01°57'31" WEST, A DISTANCE OF 43.76 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 88°11'43" EAST, A DISTANCE OF 362.43 FEET TO A POINT ON THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE WEST LINE OF THE EAST ONE-HALF (E. ½) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 21; THENCE SOUTH 01°57'31" EAST, ALONG SAID WEST LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 157.54 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF N.W. 4TH AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2226, PAGE 1037 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE NORTH 89°48'14" EAST, AND ALONG SAID WESTERLY EXTENSION AND SOUTH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, ON PAGE 250, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID ALLEY LINE ALSO BEING THE EAST LINE OF THE EAST ONE-HALF (E. ½) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 21; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 01°51'44" WEST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 574.21 FEET TO A POINT ON NORTH RIGHT-OF-WAY LINE OF STATE ROAD 804 (BOYNTON BEACH BOULEVARD); THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO DESCRIBED COURSES: (1) NORTH 89°20'08" WEST, A DISTANCE OF 330.38 FEET; (2) NORTH 88°43'58" WEST, A DISTANCE OF 288.92 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY ADDITIONAL RIGHT-OF-WAY.

CONTAINING 433,795 SQUARE FEET (9.96) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

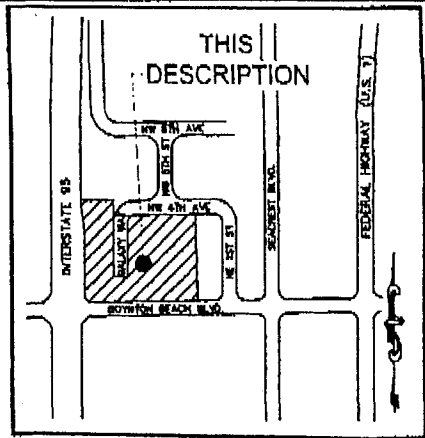
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. 68660.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.
7. THE PORTION OF THE DESCRIPTION HEREON LYING WEST OF THE WEST LINE AND THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANORS WAS ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD PER SOUTHEAST GUARANTY & TITLE, INC. SEARCH NO. 2904012 CERTIFIED THROUGH APRIL 5TH, 2009 @ 8:00 A.M. THAT PORTION LYING EAST OF THE ABOVE DESCRIBED WEST LINE WAS NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS DESCRIBED UNDER MY DIRECTION ON JANUARY 12, 2010 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 & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA



LOCATION MAP
NOT TO SCALE

SKETCH & DESCRIPTION GALAXY REPLACEMENT SCHOOL

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mou@keith-associates.com LB NO. 68660

SHEET 1 OF 2
DRAWING NO. 07554.01-SKD Replacement School.dwg

DATE 01/12/10

SCALE 1"=200'

FIELD BK. N/A

DWNG. BY DOB

CHK. BY MMM

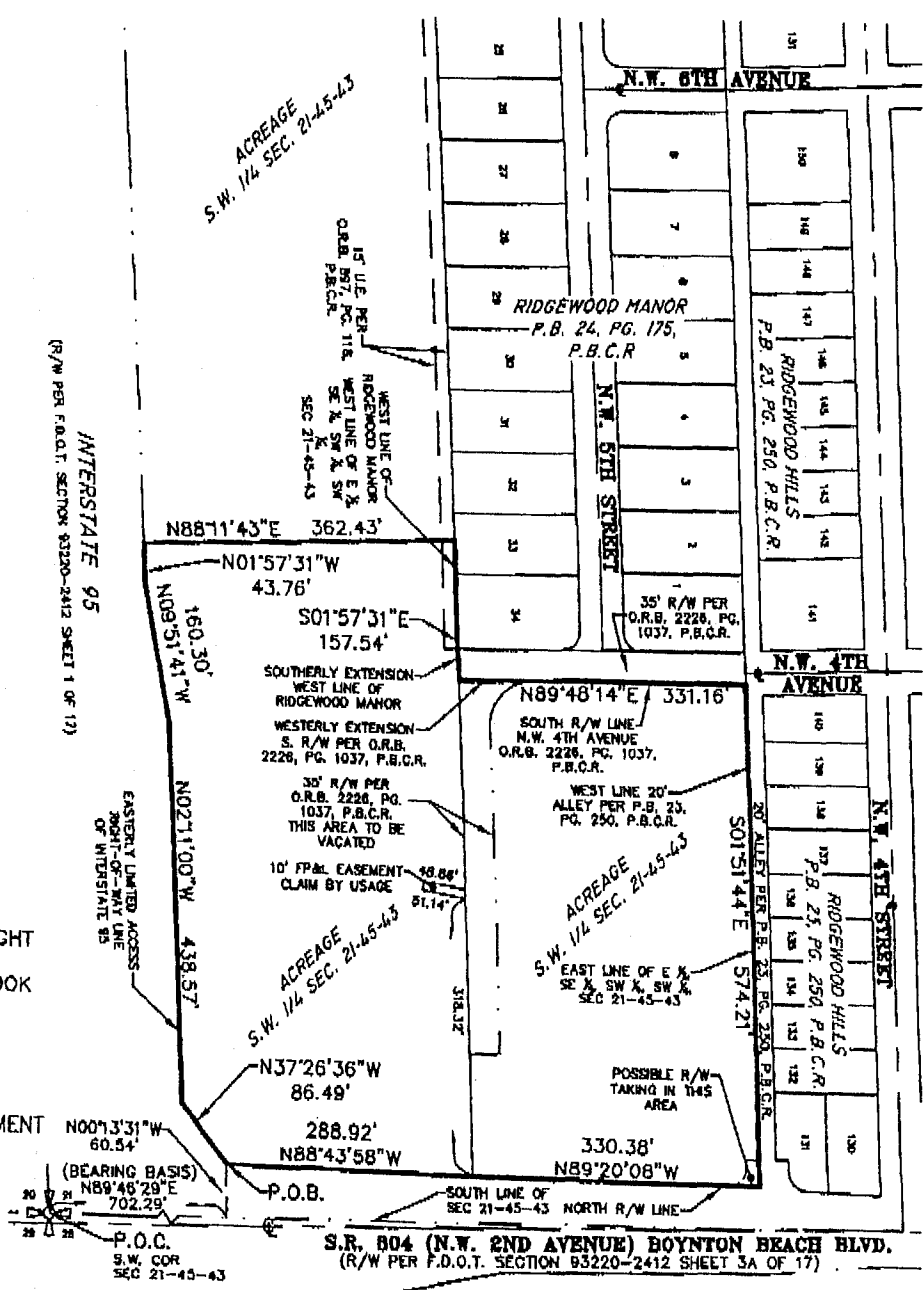
DATE REVISIONS

1/14/10 BOUNDARY REVISED

RE 07 07554.01 Galaxy Replacement - 01/12/10
07554.01-90 Replacement School.dwg



SCALE: 1"=200'



LEGEND:

- BLVD. BOULEVARD
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- FP&L FLORIDA POWER & LIGHT
- LB LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.B.C.R. PALM BEACH COUNTY RECORDS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- SEC. SECTION
- S.R. STATE ROAD
- U.E. UTILITY EASEMENT
- RADIUS
- ARC LENGTH
- CENTERLINE
- SECTION CORNER

**SKETCH & DESCRIPTION
GALAXY REPLACEMENT
SCHOOL**

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07554.01-5KD Replacement School.dwg

DATE 01/12/10

SCALE 1"=200'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS

1/14/10 BOUNDARY REVISED

REVISIONS

EXHIBIT "D"
REPLACEMENT PARK SITE PLAN

GALAXY PARK

List of Park Elements

Irrigation - Field and Park
Soil
Sod - Field and Park
Fencing - Field and Park
Back Stop
Dugouts
Benches for Field
Clay
Bases and Plates
Lighting - (Reuse of Existing)
Bleachers
Park Furniture
Playground
Landscaping
Mulch - Playground
Water Fountain
Bike Rack
Tennis Courts
Restroom/Shelter
Parking

EXHIBIT "E"
LEGAL DESCRIPTION OF REPLACEMENT PARK PROPERTY

LEGAL DESCRIPTION:

A PORTION OF THE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 892.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21; THENCE, DEPARTING SAID SOUTH LINE, NORTH 01°57'31" WEST AND ALONG SAID EAST AND WEST LINE A DISTANCE OF 779.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST AND WEST LINE SOUTH 88°11'43" WEST, A DISTANCE OF 362.43 FEET TO A POINT ON THE EAST LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95) AS SHOWN ON THE RIGHT-OF-WAY MAP 3-A, SECTION 93220-2412, DATED MAY 5TH, 1970; THENCE NORTH 01°57'31" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 481.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 88°02'40" EAST, A DISTANCE OF 362.43 FEET TO A POINT ON THE SAID EAST AND WEST LINE; THENCE SOUTH 01°57'31" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 482.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,784 SQUARE FEET (4.01) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

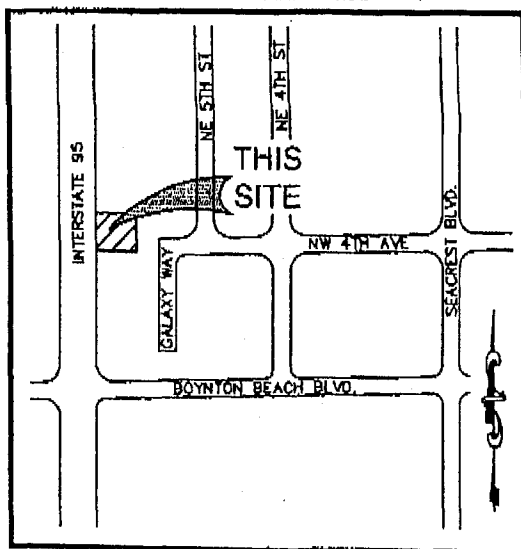
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#8860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON NOVEMBER 30, 2009 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 & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA



LOCATION MAP
NOT TO SCALE

**SKETCH & DESCRIPTION
REPLACEMENT PARK**

A PORTION OF THE SOUTHWEST 1/4, OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH & ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mml@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07554.01-SKD-01.dwg

DATE 11/30/09

SCALE 1"=180'

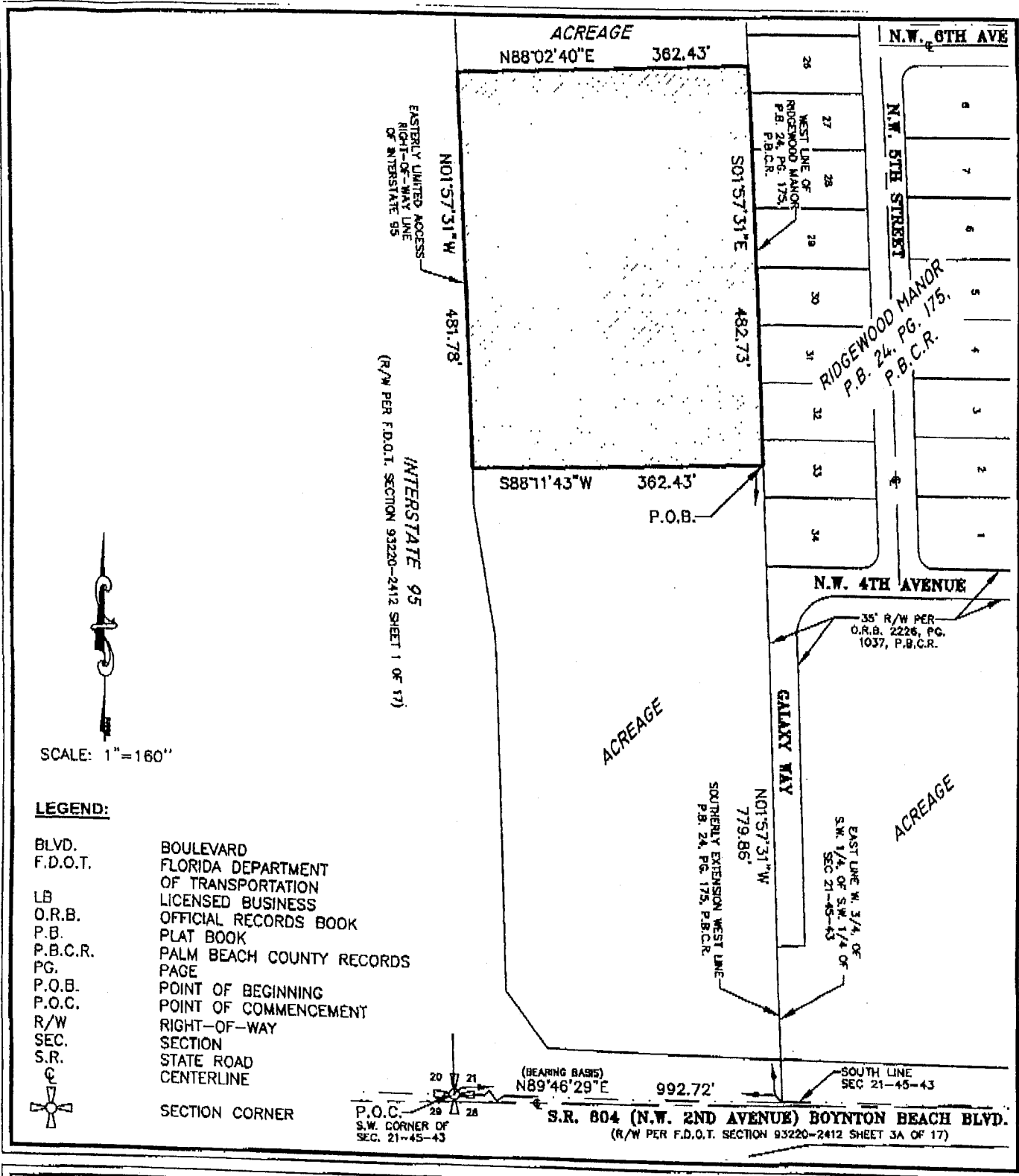
FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS

PL 07 10/25/08 Survey Boundary - 300% Survey
07554.01-SKD-01.dwg



SCALE: 1"=160"

LEGEND:

- | | |
|----------|--------------------------------------|
| BLVD. | BOULEVARD |
| F.D.O.T. | FLORIDA DEPARTMENT OF TRANSPORTATION |
| LB | LICENSED BUSINESS |
| O.R.B. | OFFICIAL RECORDS BOOK |
| P.B. | PLAT BOOK |
| P.B.C.R. | PALM BEACH COUNTY RECORDS |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| R/W | RIGHT-OF-WAY |
| SEC. | SECTION |
| S.R. | STATE ROAD CENTERLINE |
| | SECTION CORNER |

(BEARING BASIS) N89°46'29"E 992.72'
 SOUTH LINE SEC 21-45-43
 P.O.C. S.W. CORNER OF SEC. 21-45-43
S.R. 804 (N.W. 2ND AVENUE) BOYNTON BEACH BLVD.
 (R/W PER F.D.O.T. SECTION 93220-2412 SHEET 3A OF 17)

**SKETCH & DESCRIPTION
REPLACEMENT PARK**

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES INC.
consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mo@keith-associates.com LB NO. 6880

SHEET 2 OF 2
 DRAWING NO. 07554.01-SKD-01.dwg

DATE 11/30/09
 SCALE 1"=160'
 FIELD BK. N/A
 DWNG. BY DOB
 CHK. BY MMM

DATE	REVISIONS

P. 07 11/30/09 11:00 AM
 07554.01-SKD-01.dwg

EXHIBIT "F"
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made on this ____ day of January, 2010 by and between the City of Boynton Beach, Florida, a Florida municipal corporation (hereinafter the "City"), and the School Board of Palm Beach County, Florida, a corporate body politic existing under the laws of the State of Florida (hereinafter the "School Board").

WITNESSETH

WHEREAS, on _____, 2010, the City and the School Board entered into an Interlocal Agreement for the Development and Use of The Galaxy Elementary Replacement School; (hereinafter the "ILA") for the exchange of certain Park property owned by the City as described on Exhibit "A" attached hereto and incorporated herein (hereinafter the "City Property") and for certain Replacement Park property owned by the School Board as described on Exhibit "B" attached hereto and incorporated herein (hereinafter the "Replacement Park Property") as more particularly described in the ILA;

WHEREAS, the City Property is adjacent to certain real property owned by the School Board on which the existing Galaxy Elementary School is located (hereinafter the "School Board Property");

WHEREAS, the School Board is desirous of constructing the Galaxy Elementary Replacement School on the City Property and a portion of the School Board Property.

WHEREAS, the School Board is willing to construct, at its expense, replacement recreational facilities on the Replacement Park Property and to convey the property and improvements to the City upon completion of the Galaxy Elementary Replacement School.

WHEREAS, the City and the School Board have agreed to close the transaction and exchange the properties in accordance with the terms and provision of the ILA, provided that the Deed from the School Board to the City for the Replacement Park Property (hereinafter the "Replacement Park Deed"), the Deed from the County releasing the reverter right in City Property in favor of the School Board ("County Deed") and the Deed from the City to the School Board for the City Property (hereinafter the "City Property Deed") shall be held in escrow along with monies in the appropriate amount to cover recording fees for each of the Deeds to secure the School Board's conveyance of the Replacement Park Property to the City upon the completion of the Galaxy Elementary Replacement School, but in any event, no later than March 1, 2013.

WHEREAS, the City and the School Board further agree to name the law firm of Goren, Cherof, Doody & Ezrol, P.A. to act as escrow agent and hold the Replacement Park Deed and the City Property Deed in escrow in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Appointments** – GOREN, CHEROF, DOODY & EZROL, P.A. (the “Escrow Agent”) is hereby appointed escrow agent with respect to the subject matter of this Agreement, upon the terms and conditions hereinafter set forth.
2. **Escrow Deed; Duties of Escrow Agent** - Escrow Agent hereby agrees to hold in escrow three Deeds: 1) The City Property Deed conveying to the School Board the City Property; 2) the County Deed releasing the reverter right in City Property in favor of the School Board; and 3) The Replacement Park Deed conveying to the City the Replacement Park Property.

In performance of duties hereunder, Escrow Agent shall give consideration only to the provisions of this Agreement and the provisions of the ILA in pari materia. The Escrow Agent is not a party to, nor is it bound by, nor need it give consideration to, the terms and provisions of any other agreements or undertakings between the City and the School Board or either of them and third parties, and Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance with respect to other provisions of this Agreement or with respect to arrangements, agreements or contracts with each other or others. Escrow Agent’s sole duty hereunder shall be to comply with the terms and provisions of this Agreement.

3. **Recording** – Once the School Board has, at its expense, completed the construction of the recreational facilities on the Replacement Park Property, the School Board shall provide written notice to the City and the Escrow Agent. Not later than fifteen (15) days following City’s and Escrow Agent’s receipt of notice from School Board that the Replacement Park construction has been completed and the Replacement Park Property is ready for public use and accepted by the City, the Escrow Agent shall record the Replacement Park Deed in the Public Records of Palm Beach County, Florida. The Replacement Park Property shall be deemed completed when the Park facilities as set forth in the ILA as Exhibit D are fully operational and the Replacement Park Property has received all required governmental approvals.

However, in the event the School Board fails to complete construction of the recreational facilities on the Replacement Park Property or provide the written notice of completion to the City and Escrow Agent on or before March 1, 2013, the Escrow Agent shall proceed to record the Replacement Park Deed in the Public Records of Palm Beach County, Florida. Escrow Agent’s responsibility to proceed is conditioned upon the ILA is not terminated by either party. The Escrow Agent shall provide copies of correspondence and the recording of the Replacement Park Deed to the City and the School Board. Upon recording of the Replacement Park Deed by the Escrow Agent, Escrow Agent shall thereby be discharged and released from any liability under this Agreement.

The City Property Deed which conveys the City Property to the School Board and the County Deed will be recorded in the public records of Palm Beach County by the Escrow Agent not later than fifteen (15) days following City’s and Escrow Agent’s receipt of notice from School Board that School Board is prepared to commence construction on the Replacement School.

4. **Notices** - Any notice or demand given or required by any party hereunder shall be in writing and shall be sufficiently given or served by being deposited, postage prepaid, in a United States Post Office depository, sent by registered mail or certified mail, return receipt requested as follows:

If to City: City of Boynton Beach, Florida
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425
Attention: Kurt Bressner, City Manager

With a Copy to: James A. Cherof, Esq.
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923

If to School Board: The School Board of Palm Beach County
3661 Interstate Park Road N.
Suite 200
Riviera Beach, FL 33404
Attn: Barry I. Present, Director

With a Copy to: Blair R. LittleJohn, III
3318 Forest Hill Blvd., Suite C-302
West Palm Beach, FL 33406
Telephone: 561-434-7471
Fax: 561-357-7647

If to Escrow Agent: James A. Cherof, Esq.
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923

Escrow Agent may act upon any written notice, request waiver, certificate, receipt, authorization, power of attorney or other instrument or document which complies with the terms hereof and which Escrow Agent in good faith believes to be genuine and to be what it purports to be.

5. **Disputes; Exculpation**

- (1) In the event that a dispute shall arise as to the disposition of any contents of the

Escrow, Escrow Agent shall either hold the same or at Escrow Agent's election, deposit the same with a court of competent jurisdiction pending the decision of such court, and Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition of such Deeds, after the expiration of any appeal period.

- (2) In the event of any dispute, Escrow Agent shall be entitled to consult with its counsel and be reimbursed for all expenses of such consultation with respect to its duties as Escrow Agent and shall be further entitled to all reasonable expenses incurred in connection with such consultation. All such expenses shall be paid from funds deposited herein to the extent such deeds are sufficient.
- (3) Escrow Agent is hereby released and exculpated of all liability whatsoever arising out of or in connection with its activities as Escrow Agent hereunder, except to the extent of loss or damage caused by its willful misconduct or gross negligence.
- (4) Escrow Agent may act or refrain from acting in respect to any matter referred to herein in full compliance upon and by and with the advice of counsel which may be selected by Escrow Agent and shall be fully protected in so acting or in refraining from acting upon the advice of such counsel.
- (5) The City and the School Board hereby agree to indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, judgments, attorney(s) fees and other expenses of every kind or nature arising out of this Agreement, other than such claims resulting from the willful misconduct, or gross negligence of Escrow Agent.
- (6) Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which in any manner affects its duties or liabilities hereunder, unless or only as requested to do so by the City and the School Board and then only upon receiving full indemnity in an amount, and of such character, as Escrow Agent shall reasonably require, against any and all claims, liabilities, judgments, attorney(s) fees and other expenses of every kind in relation thereto. Any such sums are to be paid by the party whose position is not sustained.

6. **Counterparts** - This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument.

7. **Captions** - The paragraph headings of this Agreement are for convenience or reference only and shall not be construed as defining or limiting the scope of any provisions hereof.

8. **Controlling Law** - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of this day and year first above written.

CITY OF BOYNTON BEACH, FLORIDA,
a Florida municipal corporation

**THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA**

By:
Title: Mayor

By: Monroe Benaim, M.D.
Title: Chairman

Signed on: _____

By: Arthur C. Johnson, Ph.D
Title: Superintendent

Board Approval Date: _____

ESCROW AGENT:
GOREN, CHEROF, DOODY & EZROL, P.A.

By: James A. Cherof, Esq.
Title: _____

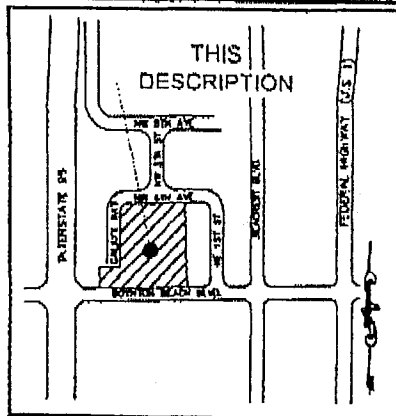
Signed on _____

EXHIBIT "A" TO ESCROW A6'MT

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 992.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST AND WEST LINE, NORTH 01°57'31" WEST, A DISTANCE OF 53.04 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 804 (BOYNTON BEACH BOULEVARD) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SHEET 3-A, SECTION 93220-2412, DATED MAY 5TH, 1970 AND POINT OF BEGINNING; THENCE CONTINUING NORTH 01°57'31" WEST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 138.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GALAXY WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2226, ON PAGE 1037 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID EAST AND WEST LINE NORTH 88°02'29" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID GALAXY WAY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY AND ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO DESCRIBED COURSES: (1) NORTH 01°57'31" WEST, A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; (2) NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 91°45'45", AN ARC DISTANCE OF 80.08 FEET TO A POINT OF TANGENCY ON THE SOUTH RIGHT-OF-WAY OF N.W. 4TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2226, ON PAGE 1037 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 89°48'14" EAST, A DISTANCE OF 244.58 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN 20.00 FOOT ALLEY AS SHOWN ON RIDGEWOOD HILLS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, ON PAGE 280, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY AND ALONG SAID ALLEY LINE ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21, SOUTH 01°51'44" EAST A DISTANCE OF 574.21 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 804 (BOYNTON BEACH BOULEVARD), THENCE DEPARTING SAID ALLEY LINE AND EAST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°20'08" WEST A DISTANCE OF 330.38 FEET TO THE POINT OF BEGINNING.



LOCATION MAP
NOT TO SCALE

SUBJECT TO ANY ADDITIONAL RIGHT-OF-WAY.

CONTAINING 173,372 SQUARE FEET (3.98) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS LB 68860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON JANUARY 12, 2010 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 & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5680
STATE OF FLORIDA

SKETCH & DESCRIPTION
GALAXY PARK

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mmossey@keith-associates.com LB NO. 68860

SHEET 1 OF 2

DRAWING NO. 07554.01-SKD Park.dwg

DATE 01/12/10

SCALE 1"=100'

FIELD BK. N/A

DWG. BY DBB

CHK. BY MMW

DATE REVISIONS

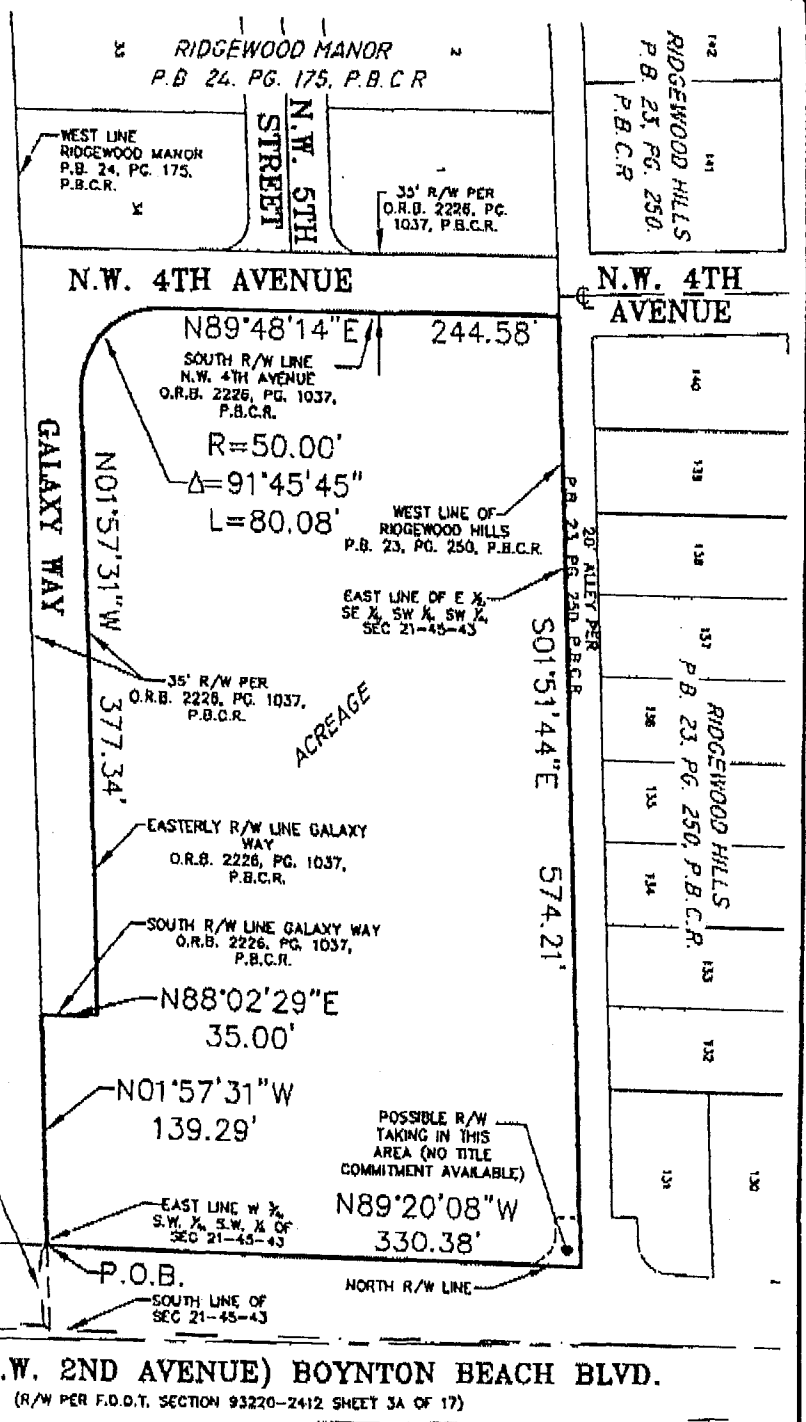
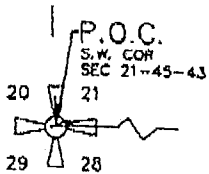
PLAT BOOK 24, PAGE 175 - RIDGEWOOD MANOR
PLAT BOOK 23, PAGE 280

LEGEND:

- BLVD. BOULEVARD
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- LB LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.B.C.R. PALM BEACH COUNTY RECORDS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
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- R/W RIGHT-OF-WAY
- SEC. SECTION
- S.R. STATE ROAD
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- SECTION CORNER



SCALE: 1"=100'



**SKETCH & DESCRIPTION
GALAXY PARK**

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mo@keth-associates.com LB NO. 6850

SHEET 2 OF 2
DRAWING NO. 07554.01-SKD Park.dwg

DATE 01/12/10
SCALE 1"=100'
FIELD BK. N/A
DWNG. BY DDB
CHK. BY MMH

DATE	REVISIONS

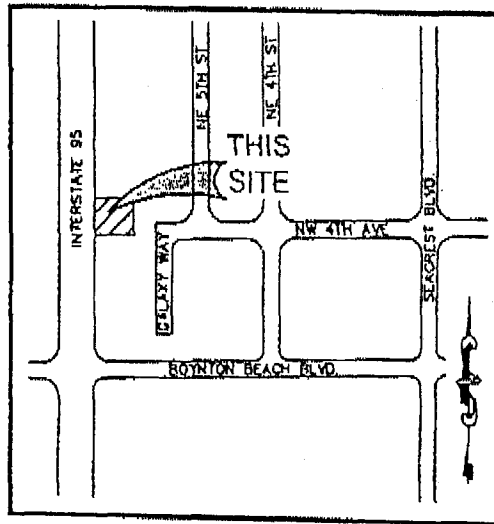
EXHIBIT "B" TO ESCROW A6MT

LEGAL DESCRIPTION:

A PORTION OF THE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 992.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21; THENCE, DEPARTING SAID SOUTH LINE, NORTH 01°57'31" WEST AND ALONG SAID EAST AND WEST LINE A DISTANCE OF 779.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST AND WEST LINE SOUTH 88°11'43" WEST, A DISTANCE OF 362.43 FEET TO A POINT ON THE EAST LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95) AS SHOWN ON THE RIGHT-OF-WAY MAP 3-A, SECTION 93220-2412, DATED MAY 5TH, 1970; THENCE NORTH 01°57'31" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 481.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 88°02'40" EAST, A DISTANCE OF 362.43 FEET TO A POINT ON THE SAID EAST AND WEST LINE; THENCE SOUTH 01°57'31" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 482.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,764 SQUARE FEET (4.01) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#8880.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON NOVEMBER 30, 2009 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 & ASSOCIATES, INC
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION REPLACEMENT PARK

A PORTION OF THE SOUTHWEST 1/4, OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mmossey@kaih-associates.com LB NO. 6880

SHEET 1 OF 2

DRAWING NO. 07554.01-SKD-01.dwg

DATE 11/30/09

SCALE 1"=160'

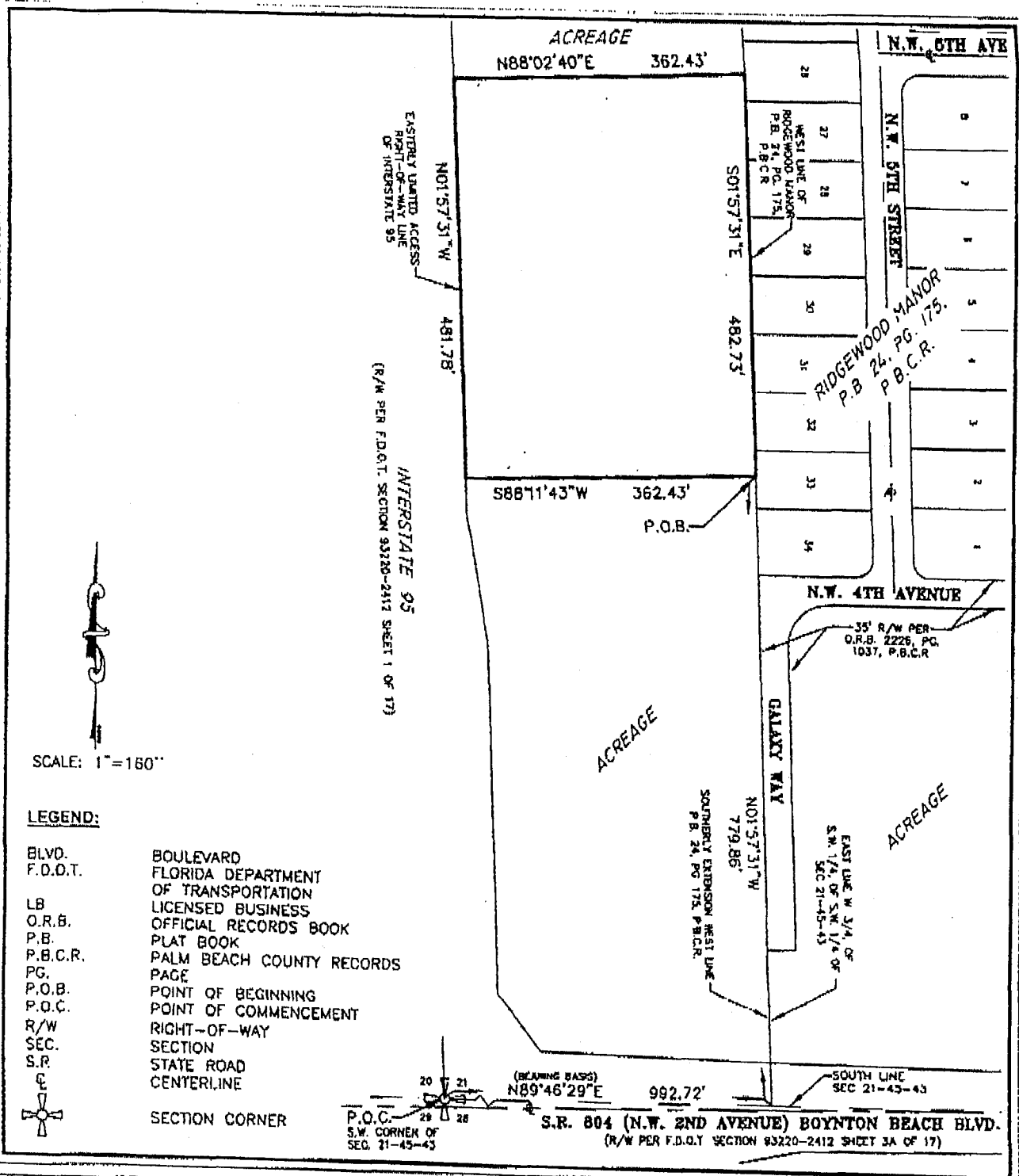
FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMW

DATE REVISIONS

REVISIONS
1. 11/30/09
2. 11/30/09



**SKETCH & DESCRIPTION
REPLACEMENT PARK**

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANON BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mof@keith-associates.com LB NO. 6380

SHEET 2 OF 2
DRAWING NO. 07554 01-SKD-01.dwg

DATE 11/30/09
SCALE 1"=180'
FIELD BK. N/A
DWNG. BY DDB
CHK. BY MMM

DATE	REVISIONS

ALL DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE
DATE: 11-30-09

EXHIBIT "G1"

This instrument prepared by:
Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd. C-302
West Palm Beach, FL 33406

RETURN TO:

PCNs:

(Space Reserved for Clerk of Court)

This **SPECIAL WARRANTY DEED**, is made and given this ____ day of _____, 20___, by the City of Boynton Beach, Florida, a Florida municipal corporation (the "Grantor"), to and in favor of the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida, whose address is 3661 Interstate Park Road North, Suite 200, Riviera Beach, Florida 33404 (the "Grantee").

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 20__ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

[signature follows on next page]

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

Signed and delivered
in the presence of:

GRANTOR:

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____ and _____ as the _____ and _____ respectively, of _____, freely and voluntarily on behalf of said _____. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Notary Public

Print Name

My Commission Expires:

EXHIBIT "G2"

This instrument prepared by:
Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd. C-302
West Palm Beach, FL 33406

RETURN TO:

PCNs:

(Space Reserved for Clerk of Court)

This **SPECIAL WARRANTY DEED**, is made and given this ____ day of _____, 20____, by the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida (the "Grantor"), to and in favor of the City of Boynton Beach, Florida, a Florida municipal corporation, whose address is _____ (the "City") in fee and subject to a reverter right in favor of Palm Beach County, a political subdivision of the State of Florida, whose address is _____ (the "County") as more fully set forth herein.

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by City and County, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to City, and City's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 20____ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto the City and the City's successors and assigns in fee simple forever, PROVIDED, however, that should the Property not be used for a public purpose for a period of sixty consecutive months, the same shall automatically revert to the County. This reverter right is created pursuant to that certain Interlocal Agreement between The School Board of Palm Beach County, Florida, The City of Boynton Beach and Palm Beach County For The Development and Use of The Galaxy Elementary Replacement School dated _____.

TOGETHER with a perpetual non-exclusive easement ("Easement") for purposes of access, ingress and egress, including but not limited to vehicular and pedestrian traffic, over and upon the real property located in Palm Beach County, Florida, described as:

See Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Easement Premises").

THE CONDITIONS OF THIS EASEMENT ARE SUCH THAT:

1. This Easement shall be an easement appurtenant to the Property and shall inure to the benefit of City and shall burden Grantor, and their successors and assigns, and shall run with title to the Property; this Easement may not be transferred or assigned separately or apart from the Property.

2. The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

3. City shall neither construct any improvements on nor make any alterations to the Easement Premises without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

4. City shall promptly repair at its sole cost and expense any and all damage to the Easement Premises caused by City's use thereof, using materials of like kind and quality.

5. Grantor and City each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. Grantor and City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

6. The grant of Easement contained herein is for the use and benefit of City, its successor, 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.

7. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including 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 any such use by Grantor or third parties does not interfere with the rights granted herein.

8. In the event that a party fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, the other party shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

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. Neither party shall be considered the author of the terms of this Easement and 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 effect the remaining portions of this Easement and the same shall remain in full force and effect.

11. By recording this instrument in the Public Records of Palm Beach County, Florida, City accepts and agrees to be bound by the terms of this Easement.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

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

GRANTOR:

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, and _____, as the _____ and _____, respectively, of _____, freely and voluntarily on behalf of said _____. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Notary Public

Print Name

My Commission Expires:

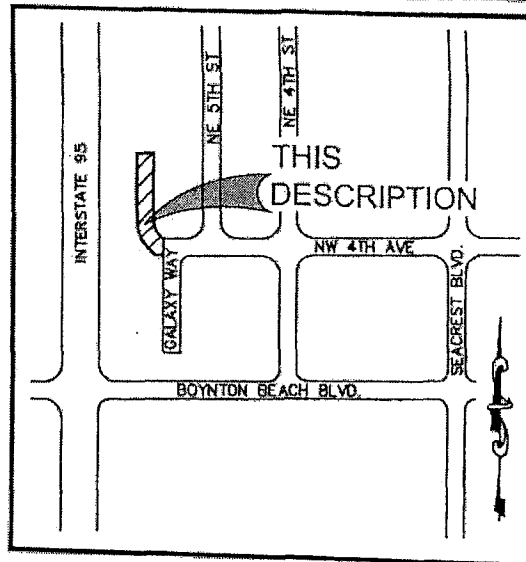
EXHIBIT "B" TO SCHOOL BOARD DEED

LEGAL DESCRIPTION:

A PORTION OF THE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 992.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANDR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21; THENCE, DEPARTING SAID SOUTH LINE, NORTH 01°57'31" WEST AND ALONG SAID EAST AND WEST LINE A DISTANCE OF 609.95 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST AND WEST LINE NORTH 45°38'09" WEST, A DISTANCE OF 35.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 43°40'38", AN ARC DISTANCE OF 45.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°57'31" WEST, A DISTANCE OF 103.42 FEET; THENCE NORTH 88°11'43" EAST, A DISTANCE OF 26.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THAT CERTAIN 15-FOOT UTILITY EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 897, PAGE 118, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°57'31" EAST ALONG SAID WEST LINE, A DISTANCE OF 103.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE DEPARTING SAID WEST LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.00 FEET, A CENTRAL ANGLE OF 56°00'34", AN ARC DISTANCE OF 33.24 FEET TO AN INTERSECTION WITH SAID EAST AND WEST LINE; THENCE ALONG SAID EAST AND WEST LINE SOUTH 01°57'31" EAST, A DISTANCE OF 38.78 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 4,186 SQUARE FEET MORE OR LESS.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61C17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.
7. LANDS SHOWN HEREON WERE ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD PER SOUTHEAST GUARANTY & TITLE, INC. SEARCH NO. 2904012 CERTIFIED THROUGH APRIL 5TH, 2009 @ 8:00 A.M.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON JANUARY 15, 2010 MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61C17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION ACCESS EASEMENT

A PORTION OF THE SOUTHWEST 1/4, OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH & ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: matt@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07554.01-SKD-Access Easement.dwg

DATE 01/15/10

SCALE 1"=160'

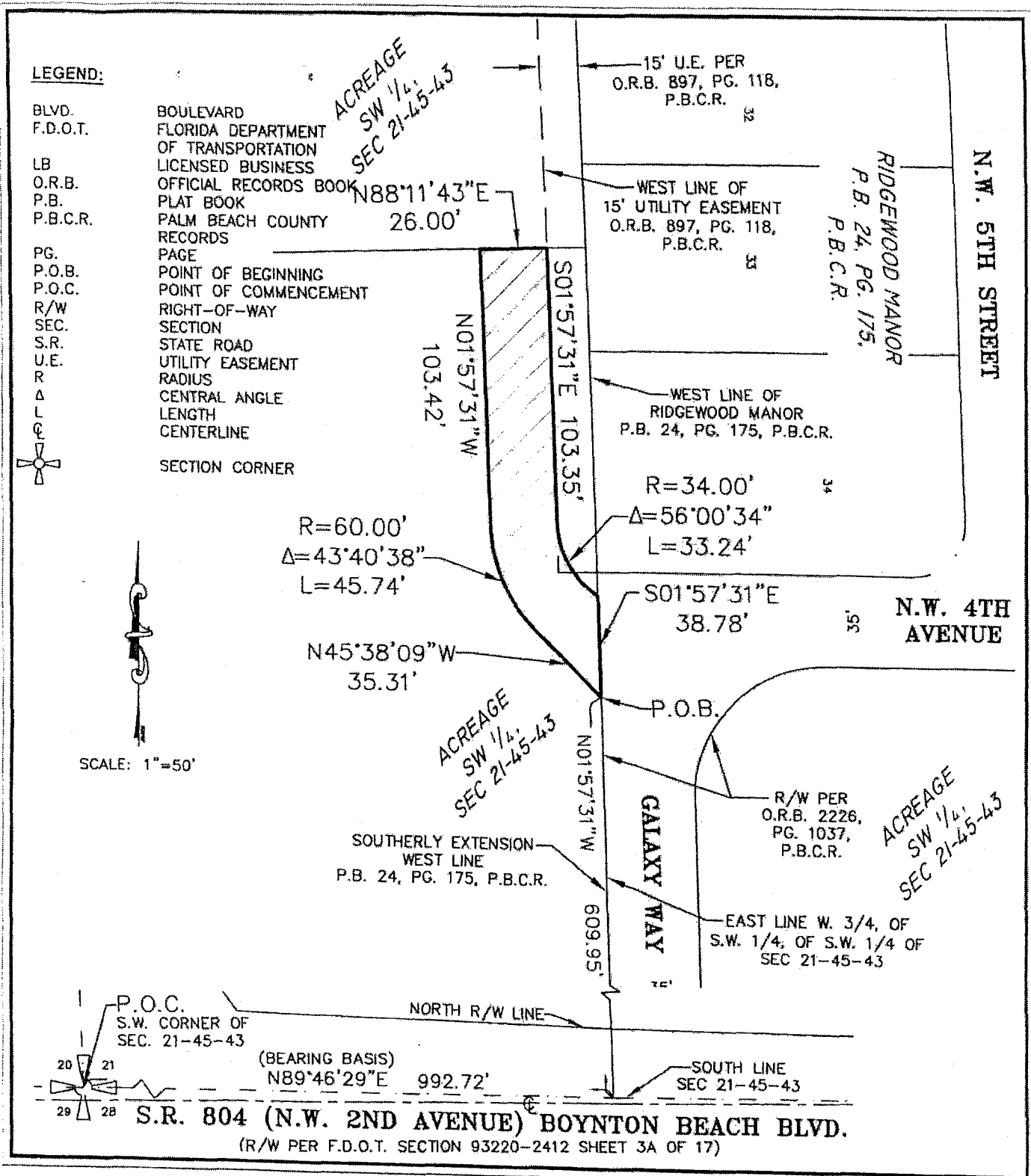
FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE	REVISIONS

PL 187107554.01 Access Easement.dwg - 01/15/10
07554.01-SKD-Access Easement.dwg



LEGEND:

- BLVD. BOULEVARD
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- LB LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.B.C.R. PALM BEACH COUNTY RECORDS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- SEC. SECTION
- S.R. STATE ROAD
- U.E. UTILITY EASEMENT
- R. RADIUS
- Δ. CENTRAL ANGLE
- L. LENGTH
- CL. CENTERLINE
- SECTION CORNER



SCALE: 1"=50'

**SKETCH & DESCRIPTION
ACCESS EASEMENT**

A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mad@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07554.01-SKD-Access Easement.dwg

DATE 01/15/10

SCALE 1"=50'

FIELD BK. N/A

DWG. BY DDB

CHK. BY MWM

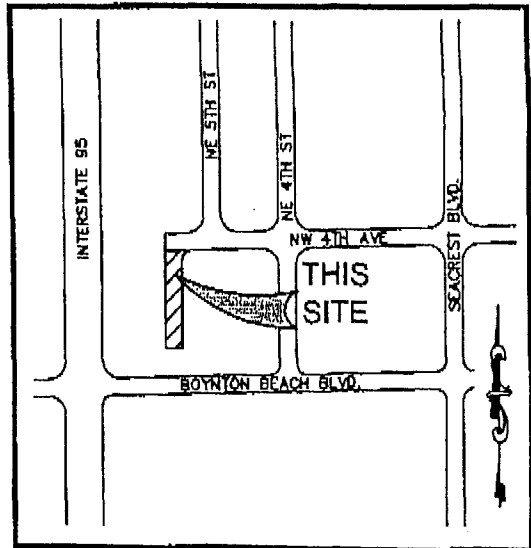
DATE	REVISIONS

EXHIBIT "H"
LEGAL DESCRIPTION OF GALAXY WAY RIGHT-OF-WAY

LEGAL DESCRIPTION:

A PORTION OF THE PREVIOUSLY DEDICATED RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2226, PAGE 1037 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA SAID PORTION LYING IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST IN PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°57'31" EAST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID RIDGEWOOD MANOR, 35.02 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE, ALONG SAID WESTERLY EXTENSION, NORTH 89°48'14" EAST, 86.58 FEET TO A POINT OF CUSP OF CURVE CONCAVE TO THE SOUTHEAST; THENCE, ALONG A PORTION OF SAID PREVIOUSLY DEDICATED RIGHT-OF-WAY THE FOLLOWING FOUR DESCRIBED COURSES; (1) SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 91°45'45", AND AN ARC DISTANCE OF 80.08 FEET TO A POINT OF TANGENCY; (2) SOUTH 01°57'31" EAST, 377.34 FEET; (3) SOUTH 88°02'29" WEST, 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21 SAID LINE ALSO BEING SAID SOUTHERLY EXTENSION; THENCE NORTH 01°57'31" WEST, ALONG SAID EAST LINE AND SOUTHERLY EXTENSION, 429.98 FEET, TO THE POINT OF BEGINNING.



LOCATION MAP
NOT TO SCALE

SAID LANDS LYING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY FLORIDA, CONTAINING 15,607 SQUARE FEET (0.358 ACRES) MORE OR LESS.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON NOVEMBER 30, 2009 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 & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION

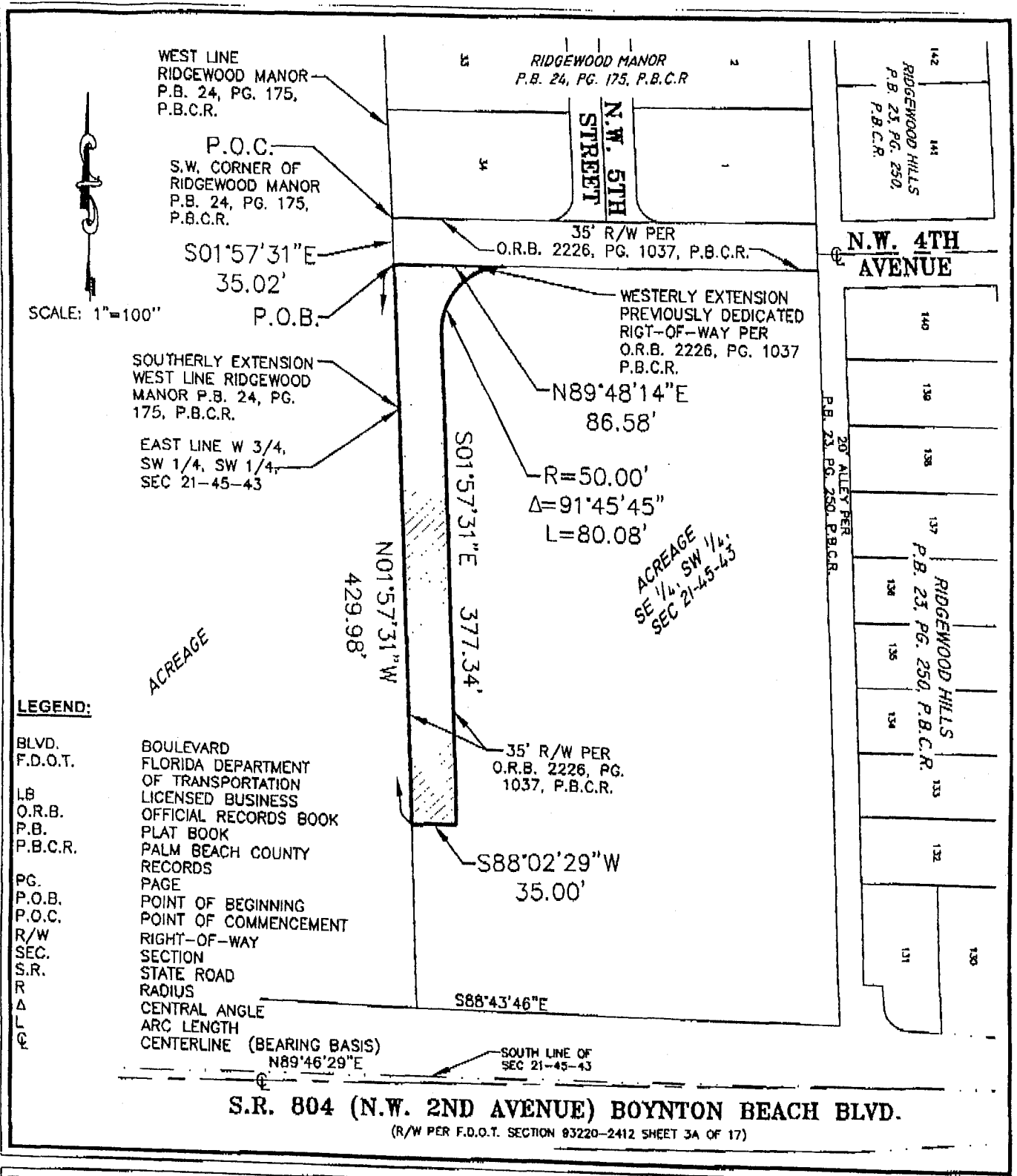
RIGHT-OF-WAY VACATION
A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 21, TOWNSHIP 45 SOUTH,
RANGE 43 EAST
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH & ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860
SHEET 1 OF 2
DRAWING NO. 07554.01-SKD-02.dwg

DATE 11/30/09
SCALE 1"=100'
FIELD BK. N/A
DWNG. BY DDB
CHK. BY MMM

DATE	REVISIONS

FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
1125 ALI - 500 - 02.dwg



SCALE: 1"=100"

- LEGEND:**
- BLVD. BOULEVARD
 - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
 - LB LICENSED BUSINESS
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.B.C.R. PALM BEACH COUNTY RECORDS
 - PG. PAGE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - SEC. SECTION
 - S.R. STATE ROAD
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - ☉ CENTERLINE (BEARING BASIS)

S.R. 804 (N.W. 2ND AVENUE) BOYNTON BEACH BLVD.
 (R/W PER F.D.O.T. SECTION 93220-2412 SHEET 3A OF 17)

SKETCH & DESCRIPTION

A PORTION OF THE SOUTHWEST 1/4, OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH ASSOCIATES INC.
 consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mat@keith-associates.com LB NO. 6880

SHEET 2 OF 2
 DRAWING NO. 07554.01-SKD-02.dwg

DATE 11/30/09
 SCALE 1"=100'
 FIELD BK. N/A
 DWNG. BY DDB
 CHK. BY MMM

DATE	REVISIONS

PREPARED BY:
Samara J. Cooper, Business & Community
Agreements Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

RETURN TO:
Blair Littlejohn, Esquire
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd. C-302
West Palm Beach, FL 33406

PCN: 08-43-45-21-00-000-7030

Closing Date: _____

Purchase Price: 0.00

COUNTY DEED

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

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the School Board, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the School Board, its successors and assigns forever, its reversionary interest in the following described land lying and being in Palm Beach County, Florida:

The East ½ of the Southeast ¼ of the Southwest ¼ of the Southwest ¼ of Section 21, Township 45 South, Range 43 East LESS those parcels conveyed to the State of Florida Department of Transportation as recorded in Official Record Book 1374, Page 495 and Official Record Book 2226, Page 1037, Public Records of Palm Beach County, Florida.

The above being the reversionary interest as set forth in the County Deed recorded in Official Records Book 2706, Page 999, Public Records of Palm Beach County.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

This instrument prepared by:
Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd. C-302
West Palm Beach, FL 33406

RETURN TO:

PCNs:

(Space Reserved for Clerk of Court)

This **SPECIAL WARRANTY DEED**, is made and given this ____ day of _____, 20____, by the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida (the "Grantor"), to and in favor of the City of Boynton Beach, Florida, a Florida municipal corporation, whose address is _____ (the "City") in fee and subject to a reverter right in favor of Palm Beach County, a political subdivision of the State of Florida, whose address is _____ (the "County") as more fully set forth herein.

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by City and County, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to City, and City's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 20____ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

TO HAVE AND TO HOLD unto the City and the City's successors and assigns in fee simple forever, PROVIDED, however, that should the Property not be used for a public purpose for a period of sixty consecutive months, the same shall automatically revert to the County. This reverter right is created pursuant to that certain Interlocal Agreement between The School Board of Palm Beach County, Florida, The City of Boynton Beach and Palm Beach County For The Development and Use of The Galaxy Elementary Replacement School dated _____

ATTACHMENT # 4

TOGETHER with a perpetual non-exclusive easement ("Easement") for purposes of access, ingress and egress, including but not limited to vehicular and pedestrian traffic, over and upon the real property located in Palm Beach County, Florida, described as:

See Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Easement Premises").

THE CONDITIONS OF THIS EASEMENT ARE SUCH THAT:

1. This Easement shall be an easement appurtenant to the Property and shall inure to the benefit of City and shall burden Grantor, and their successors and assigns, and shall run with title to the Property; this Easement may not be transferred or assigned separately or apart from the Property.

2. The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

3. City shall neither construct any improvements on nor make any alterations to the Easement Premises without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

4. City shall promptly repair at its sole cost and expense any and all damage to the Easement Premises caused by City's use thereof, using materials of like kind and quality.

5. Grantor and City each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. Grantor and City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

6. The grant of Easement contained herein is for the use and benefit of City, its successor, 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.

7. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including 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 any such use by Grantor or third parties does not interfere with the rights granted herein.

8. In the event that a party fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, the other party shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

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. Neither party shall be considered the author of the terms of this Easement and 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 effect the remaining portions of this Easement and the same shall remain in full force and effect.

11. By recording this instrument in the Public Records of Palm Beach County, Florida, City accepts and agrees to be bound by the terms of this Easement.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

AND Grantor hereby represents and warrants to Grantee that the Property is not now, nor has it ever been, the homestead of Grantor, and that the Property is not now, nor has it ever been, contiguous to the homestead of Grantor.

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

GRANTOR:

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, and _____, as the _____ and _____, respectively, of _____, freely and voluntarily on behalf of said _____. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

Print Name