

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	May 19, 2015	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** increasing the County’s annual facility related expenses at the Bill Bailey Gymnasium from \$77,500 to \$138,500 for the implementation of a City of Belle Glade sponsored adult and family use recreational program at the Bill Bailey Community Center located at the NE corner of S.W. 12th Street and Martin Luther King Jr. Boulevard in Belle Glade;
- B) **adopt** a resolution authorizing the conveyance of the property located at the northeast corner of S.W. 12th Street and Martin Luther King Jr. Boulevard (the “Property”) to the Boys and Girls Clubs (BGC) without charge, with conditions of use, and without rights of entry and exploration ;
- C) **approve** a Donation Agreement for the Property with the Boys & Girls Clubs of Palm Beach County;
- D) **approve** a County Deed in favor of the Boys and Girls Clubs of Palm Beach County;
- E) **terminate** a sublease with the Boys and Girls Clubs R2001-0656 as amended by R2011-1595; and
- F) **terminate** a Memorandum of Understanding (MOU) with the Palm Beach County Sheriff’s Office on behalf of the Police Athletic League (PAL) R2001-0657.

**Summary:** This Property is located in Belle Glade and includes an approximately 15,580 square foot gymnasium (“Gym”) from the former Lake Shore High/Middle School and unimproved land. Since 2000, the BGC has been using the Property for the active recreational programs associated with its Club which is located off-site. In addition, the Palm Beach County Sheriff Office (PBSO) uses the Gym for its Police Athletic League (PAL) programs. Since initially renovating the Gym at a cost of \$750,000, the County has invested approximately \$800,000 in renewal/replacement projects, not including the renovations/upgrades made in response to hurricane damage. In addition, the County has been funding facility operating expenses (maintenance, custodial, utility and renewal/replacement [R/R] expenses) in the approximate annual amount of \$77,500. In 2013, the City requested use of the Gym, during the hours that it is not being used by the BGC, for adult and family recreational programming and requested County fund a portion or all of the expenses associated with the City’s use. After much negotiation between City, County and PBSO, County staff agreed to recommend that the Board fund the facility’s expenses associated with the City’s use, providing that the City fund the recreational staffing and security required for its use. County staff was told that the City independently made arrangements with PBSO to provide for law enforcement services during their use. County staff was able to independently confirm that arrangement with PBSO. As a result, County Staff is now recommending approval of \$61,000/year in additional funding to support the City’s use of the Gym. In March 2015, the BGC approached the County requesting donation of the Property so that it could implement its plans to build a new club on the unimproved land adjacent to the Gym, which would enable the BGC to expand program services in Belle Glade. The Donation Agreement sets forth the terms and conditions of the donation. The County provides a fixed annual grant of \$138,500; equal to the existing operating expenditures for the Gym (\$77,500) plus the additional program costs for the City’s use (\$61,000). The donation is subject to the following conditions; 1) continued use by BGC, 2) continued use by PAL, 3) use by City, 4) all County funds must be spent at the Property for only facility related operating and R/R expenses, 5) the annual grant is subject to annual appropriation, and 6) the Property will be made available to County for disaster recovery staging. In addition, the County is agreeing to provide an additional annual grant to the BGC not to exceed \$3,700 for up to 5 years (or until its new club is constructed; whichever is earlier) to offset the costs of property insurance which the County currently funds. The existing sublease with BGC and the MOU with PBSO can be terminated since each use is now provided for via the Donation Agreement. The County has scheduled R/R projects funded with FY 15 Community Development Block Grant funding that will be completed by the County after conveyance. The County Deed is subject to the State use restrictions. (PREM) District 6 (HJF )

Background & Policy Issues: (continued on page 3)

- Attachments:
- 1. Location Map
  - 2. Term Sheet
  - 3. Resolution
  - 4. Donation Agreement
  - 5. County Deed

Recommended By:		5/13/15
	Department Director	Date
Approved By:		5/15/15
	for County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	142,200	142,200	142,200	142,200	142,200
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	142,200	142,200	142,200	142,200	142,200
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget: Yes No

Budget Account No:	Fund	Dept	Unit	Obj	
	0001	410	5290	4610	\$60,000
	0001	760	7601	4301	\$55,000
	0001	760	7601	4304	\$24,200
	0001	760	7601	4310	\$ 3,000
	Land #1467810				
	Building #1708192				

B. Recommended Sources of Funds/Summary of Fiscal Impact: The County currently expends \$77,500 in support of the facility from various department and units within Fund 0001 (General Fund) for facility related expenses (maintenance, utilities and renewal/replacement). Approval of this item will increase that annual expenditure by \$61,000 as reflected above. In addition, the County is agreeing to provide an additional grant amount to the BGC not to exceed \$3,700 for up to 5 years (or until its new Club is constructed; whichever is earlier) to offset the costs of property insurance which the County currently funds. Beginning in FY 16, all funds will come from a single line in Fund 0001 410 for program tracking purposes.

C. Departmental Fiscal Review: 5-14-15

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Sherry Brum  
OFMB KOC  
5/14/15

D. J. Jacobson  
Contract Development and Control  
5-15-15

B. Legal Sufficiency:  
Assistant County Attorney  
Agreement not signed by  
BGC at time of CAO review

C. Other Department Review:  
Department Director

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

In 1941, the Property was conveyed by the Board of Trustees to the Board of Public Instruction of Palm Beach County, now known as the School Board. The Property includes an approximately 15,580 square foot Gym building which was built in 1958. The Gym sits on the southwest corner of the former School Board property and it was the site of the first high school located in the Western Communities and subsequently the Lake Shore Middle School. When the new Lake Shore Middle School was constructed, the School Board planned to demolish the entire campus.

In 1999-2000 the County first sought to save the school for community use through the commitment of \$450,000 in Parks/Cultural Bond funds to match \$450,000 in State appropriated funds to renovate the overall school facility for lease by the Work Force Development Board who would make the Gym available to the community for a variety of youth programs. The County contribution would be limited to capital construction for renovation of the Gym and associated industrial arts buildings.

By October 2000 the Work Force Development Board decided not to lease the overall school facility and in response, the County changed its approach for providing indoor recreational facilities in Belle Glade. The revised approach provided for; 1) the County's lease and renovation of the Gym and associated land directly from the School Board at a cost of \$700,000, along with a \$450,000 contribution from the Parks/Cultural Bond Issue, and a contribution of approximately \$250,000 from the State in the form of a youth crime prevention grant secured by PBSO. Additionally, the BGC would sublease the building and property from the County to add recreational programming to their existing programs operating at the Lake Shore Civic Center. An important component of the revised approach presented to the Board of County Commissioners was the County's commitment to on-going maintenance of the base building systems and a capital renewal/replacement program.

October 31, 2000, the County entered into a Lease Agreement with the School Board (R2000-1807 as extended by R2010-0891) for the Gym and surrounding property now known as the Bill Bailey Community Center. Shortly afterwards, the County entered into; 1) a Sub-lease agreement (R2001-0656, as amended by R2011-1595) with the Boys and Girls Clubs ("BGC"), and 2) a Memorandum of Understanding ("MOU") with PBSO (R2001-0657) for the operation of a PAL Boxing Program from a portion of the Gym. In November 2014, the School Board conveyed the Property to the County by deed accepted by the Board on February 3, 2015.

The approximate assessed value of the Property is \$96,494.40. Since 2000, the County has invested approximately \$1,500,000 for improvements to the Gym including; 1) the addition of air conditioning to the entire building, 2) addition of a fire alarm system, 3) the conversion of the former girls locker room into a boxing gym, 4) the creation of public restrooms for use in conjunction with the Gym, 5) major structural repairs to elevate the sub-floor due primarily to the addition of air conditioning, and 6) a variety of cosmetic and programmatic modifications. CDBG funding in the amount of \$560,000 was approved in November 2014.

Under the BGC sub-lease, the BGC paid for routine operating expenses such as plumbing, electrical, windows, paint, phone cable and tv. However, the County was responsible for the utilities, maintenance and upkeep of exterior painting, roof, foundation, structural floors, electrical system, base building electrical, water and sewer service, base building plumbing, the HVAC system and fire alarm.

### **Request for City Use**

In 2013, the City initiated discussions with the County regarding the use of the Gym for adult and family recreational programming during the hours that were not programmed for the BGC use, essentially nights and weekends. The City also requested County funding assistance for the costs of its proposed basketball use. For planning purposes and through multiple meetings between County, City and PBSO staff and an agreed upon set of use assumptions (hours of use, basketball league/tournament play only, program staffing, etc) the costs associated with the City use were determined and broken into three categories; 1) facility related expenses estimated at \$61,000 (custodial, maintenance and utilities), 2) security/law enforcement services estimated at \$64,000 (1 D/S for law enforcement purposes only with registration, capacity limits and program rules enforced by City personnel), and 3) program expenses (recreational program staffing [\$36,000-\$45,000] and repairs/emergency call-outs made necessary directly as a result of City use [\$25,000-\$34,000] estimated at \$70,000. By the end of 2013, County Staff had agreed to recommend to the Board that it fund the additional \$61,000 providing that the City fund, or cause to be funded, the remaining expenses. Concurrently, the City was requesting that PBSO fund the law enforcement services required for its use. While County Staff was not a part of the discussions between the City and PBSO on how that would occur; County Staff received repeated assurances from each that it had been worked out.

During this same time, the County and City were also discussing two options for structuring the agreement with the City for its use. Option #1 was a structure whereby the County would act as a landlord to both the BGC and the City and retain responsibility for all facility related expenses with BGC and City each paying their own security/law enforcement expenses and program expenses. Option #1 also had the County responsible for all scheduling and managing day to day operation of the facility. Option #2 conveyed the property to the City (subject to the County converting its lease from the School Board to an ownership interest) whereby the City would act as the landlord to the BGC and be responsible for Day to day operation and management of the Gym and performance of the facility related activities using funding obtained from the County through an annual grant.

While the cost and use of the facility by the City and BGC was identical in both Options, Option #1 made the County responsible for coordinating these BGC and City programs and left the County in the liability chain for any claims resulting from the BGC and City use of the property. Facilities Development & Operations (FDO) is not set up, nor has manpower sufficient to support the daily operation and management responsibility, nor could recommend that the County assume the risk associated with the BGC and City use and advised the City that County Staff favored Option #2. In June 2014, the County advised the City that it was ready to agenda the item for July.

On July 2, 2014, the City advised that “we are on hold moving forward with any plans related to the Bill Bailey Gym until we hear from the BGC on their plans. At this time, nothing related to the Gym is planned for any upcoming agenda. As soon as we receive information as to the BGC plans, we’ll be in touch.” On the same day, the County responded that we will be standing by, but would proceed with the conveyance from the School Board so that the County was ready to proceed when the City so desired.

On February 3, 2015 the BCC accepted the deed to the Property from the School Board and the City was notified that the County had title to the property subject only to the State use restrictions. On March 19, 2015 the City advised the County that it wanted to move forward with the conveyance of the property to the City so it could begin use of the facility beginning in the summer.

### **Request for BGC Expansion**

On March 23, 2015, the BGC advised the County that it had received a significant lead gift (donation) allowing the BGC to proceed with its capital and endowment campaign to build a state of the art teen center on the unimproved property adjacent to the Gym. Since the BGC is estimating a \$3-\$4 million dollar capital investment, it was extremely important to discuss and agree upon the arrangements for the combined use of the Gym prior to finalizing its commitment to build the new Club.

On April 2, 2015 there was a meeting with the County, City and BGC Staff at which the Executive Director of the BGC presented its plans for the new Club and the very compelling advantages of co-location of the new Club with the Gym. Included in those advantages were; 1) a gymnasium significant larger than those in the teen centers on the coast, 2) the ability to allocate capital funding that otherwise would have been used to construct a gym facility to additional state of the art equipment and program space, and 3) preserving the opportunity for a future performing arts program by securing grants for the re-birth of the full stage which exists as underutilized space in the Gym. After hearing the City’s interest in the proposal, the BGC proposed that it assume ownership of the Property and provide the City with identical use rights as delineated in Options #1 and #2 previously discussed. County Staff developed a “term sheet” (see Attachment 2) which described the relationship between the parties and identified the critical terms of the proposed Donation Agreement from the County to BGC and the use permit/agreement between the BGC and the City.

The County Staff supports this option as it achieves the objectives of; 1) securing continued City recreational use of the facility, 2) allowing and supporting the BGC expansion of programming and services, 3) removing the County from the daily operation and management of the facility, and 4) removing the County from the chain of liability.

BGC approved the Donation Agreement in April with the intent to proceed to the City Commission in May and the BCC in early June; all to facilitate the City’s use commencing in June. Subsequently, the City indicated that it was targeting its June 15<sup>th</sup> City agenda for the item which, under the same processing approach would have resulted in a July 7<sup>th</sup> BCC meeting. This was also followed by a request from the City to the County for a County use permit for a basketball tournament to be held between June 15 - July 17. As a result, Staff believes that modifying the approach to approve the item by placing it on the 5/19 BCC agenda is the most efficient way to; 1) facilitate the City’s use of the Gym beginning June 15, and 2) reduce the City’s cost to use the Gym by creating an earlier start date for the County’s grant. While the City Commission will not have considered the item before 5/19, nothing that the BCC is considering herein is binding on the City and it only places the City in a stronger position; 1) guaranteeing the City’s right to use the facility, and 2) to cover the City’s facility expenses associated with its use.





**Attachment 2**  
**Bill Bailey Gymnasium**  
**Boys and Girls Club, City of Belle Glade and PAL Use**  
**Term Sheet (May 4, 2015)**

Term	Notes
Ownership	<p>County owned land including gymnasium improvements would be conveyed at no cost (donated) to Boys and Girls Club (BGC) subject to State Use Restrictions and County's Conditions of Donation.</p> <p style="text-align: center;"><b>State Use Restrictions:</b></p> <p>The property shall be used for public recreation, public health, public education and other community purposes which promote the public health, safety and welfare of the inhabitants of the City of Belle Glade.</p> <p style="text-align: center;"><b>County Conditions of Donation:</b></p> <ol style="list-style-type: none"> <li>1. All programs and services offered at the Donated Property must be available to all residents of Palm Beach County under the same terms and at the same cost, if any; regardless of municipal residency.</li> <li>2. BGC's continual use of the property for a Club</li> <li>3. No alcohol will be allowed on the property</li> <li>4. In the event of a declared emergency impacting the Western Communities, the BGC shall grant all rights of use to the County to use the gymnasium for post disaster recovery purposes.</li> <li>5. The BGC shall provide for the City use of the property provided that; a) the scheduling does not interfere with BGC scheduled use, b) City provides general and sports liability insurance satisfactory to BGC, c) City funding (or cause to be funded) its pro rata share of custodial, and facility operating and maintenance costs, d) City providing and funding (or cause to be funded) security at the level determined by BGC, and e) City providing and funding for all program supervision at a level determined by BGC.</li> <li>6. The BGC shall provide for PAL use of the property providing that: a) scheduling is concurrent with BGC scheduled use, b) subject to providing general and sports liability insurance satisfactory to BGC, c) PAL funding (or cause to be funded) its pro rata share of custodial, and facility operating and maintenance costs, d) PAL providing and funding (or cause to be funded) security at the level determined by BGC, and e) PAL providing and funding for all program supervision at a level determined by BGC.</li> </ol>

City Rights of Use	City's continued use covered by County's Condition of Donation.
PAL Rights of Use	PAL's continued use covered by County's Condition of Donation.
Scheduling	BGC responsibility
Boys & Girls Club Hours of Use for Gymnasium	School Days 1400-2000 hrs Teacher Planning 0730-1800 hrs Early Release Release-1800 hrs School Break - 0730-1800 hrs Periodic Evenings/Weekends
PAL Hours of Use for Gymnasium	Same as BGC Use
City's Hours of Use for Gymnasium	City can request use for anytime not committed to BGC and PAL. The hours of use estimated for budgetary purposes and PBSO commitment on security are as follows:  Year Round M-F 2000-2230 hrs Feb-Apr Every Other Sat 1000-2200 hrs Feb-Apr Every Other Sat 1300-2200 hrs May-Jan Saturdays 1000-2200 hrs
City Programming	City can request any programming/use of the facility which is consistent with State's use restrictions and County conditions of donation.
Program Supervision and Security	City to provide and fund supervision at level determined by BGC <sup>1</sup> City to fund security at level determined by BGC to be provided by PBSO <sup>2</sup>
Community Use	As agreed upon between BGC and City

<sup>1</sup> Funding for program supervision is City cost and not included in proposed facility grant.

<sup>2</sup> Funding for program security is City cost and not included in proposed facility grant.

<sup>3</sup> This assumes BCC approves staff recommended supplemental expenses

Boys & Girls Club Facility Responsibilities and Expenses	<p>BGC responsible for its share of custodial costs.</p> <p>BGC to fund program repairs</p> <p>BGC to fund repairs from vandalism not specifically assigned to City or PAL.</p> <p>BGC to provide General Liability Insurance and Property Liability Insurance</p> <p>BGC responsible for performing ALL facility related responsibilities (custodial, grounds, maintenance, renewal/replacement, etc) with funding provided by County as described below<sup>3</sup> and non-County sources as may be required to complete needed work.</p>
PAL Facility Responsibilities and Expenses	<p>PAL perform and fund custodial in its boxing area</p> <p>PAL fund its program repairs, BGC to perform</p> <p>PAL fund repairs from vandalism resulting from PAL use, BGC to perform</p> <p>PAL to provide general and sports liability insurance for its use</p>
City Facility Responsibilities and Expenses	<p>City to fund share of custodial costs<sup>4</sup></p> <p>City to fund program repair, BGC to perform</p> <p>City fund repairs from vandalism resulting from City use, BGC to perform</p> <p>City to provide general and sports liability insurance for its use</p>
County Facility Responsibilities and Expenses	<p>County annually grants BGC a fixed amount equal to the existing operating expenditures and projected supplemental operating expenditures of \$138,700 (existing annual operating funding is \$77,500 and supplemental annual operating funding is \$61,000<sup>5</sup>; for a total of \$ 138,700).</p> <p>County grant is subject to annual appropriation.</p> <p>Grant conditions: 1) compliance with County conditions of donation, 2) all County grant funds must be spent at Bill Bailey Gym only for facility related operating and R/R expenses, &amp; 3) BGC and City acknowledge that the County Annual Grant is intended to be the County's full and final contribution towards operation, use, and maintenance of the Property.</p> <p>County will continue to perform CDBG funded 2015 R/R projects which include replacement of the air condition units serving main gym floor, new lower roofs, interior painting (lower corridor exposed CMU walls in the gym area but not structural members or roof joists above 14'), renovation of public restrooms to include removal and replacement of the existing fixtures with new solid plastic toilet partitions, faucets, drains, new countertops, new accessories and painting and minor renovation of under stage area.</p>

<sup>3</sup> This assumes BCC approves staff recommended supplemental expenses

<sup>4</sup> This is funded in County staff recommended supplemental expenses.

<sup>5</sup> Based costs contained in 11/15/13 email to City for additional utility expenses and custodial for City use.

**RESOLUTION NO. 2015-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38, WITHOUT CHARGE AND WITH MINERAL AND PETROLEUM RIGHTS RESERVATION WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation ("Boys and Girls Clubs"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County donate and convey the real property legally described in the attached County Deed to the Boys and Girls Clubs, an organization dedicated to promoting the educational, vocational, health, leadership, and character development of children, for a club facility to be used by children enrolled in the Boys and Girls Clubs programs.

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the Boys and Girls Clubs, a non-profit organization, is organized for the purpose of promoting community interest and welfare, the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

**WHEREAS**, pursuant to Florida Statute Section 270.11, Boys and Girls Clubs has requested that such property be conveyed without reservation of and to release the rights of entry and exploration relating to mineral and petroleum rights; and,

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property reserving phosphate, mineral, metals and petroleum rights but releasing any and all rights of entry and exploration relating to such rights.

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

**Section 1. Recitals**

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

**Section 2. Authorization to Convey Real Property**

The Board of County Commissioners of Palm Beach County shall convey to Boys and Girls Clubs of Palm Beach County, Inc., without charge and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Deed, subject to the reservation of rights referenced therein.

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

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

**Section 4. Effective Date.**

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

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

COMMISSIONER SHELLEY VANA, MAYOR  
COMMISSIONER MARY LOU BERGER, VICE MAYOR  
COMMISSIONER HAL R. VALECHE  
COMMISSIONER PAULETTE BURDICK  
COMMISSIONER STEVEN L. ABRAMS  
COMMISSIONER MELISSA MCKINLAY  
COMMISSIONER PRISCILLA A. TAYLOR

The Mayor thereupon declared the resolution duly passed and adopted this  
\_\_\_\_ day of \_\_\_\_\_, 2015.

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

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Department Director

PREPARED BY AND RETURN TO:  
ROSS C. HERING, DIRECTOR  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 04-37-43-31-01-028-0010 (portion of)  
Purchase Price: \_\_\_\_\_ \$0

## COUNTY DEED

**THIS COUNTY DEED**, made \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida, 33411-5605, "County", and **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation, whose legal mailing address is 800 Northpoint Parkway, Suite #204, West Palm Beach, FL 33407, "Donee".

### WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof (the "Property").

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

Donee shall use the Property solely for public recreation, public health public education and other community purposes which promote the public health, safety and welfare of the inhabitants of the City of Belle Glade. In the event Donee uses or allows use of the Property for any other purpose in violation of the foregoing use restriction, the Property and all improvements thereon shall thereupon revert to County.



IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor 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: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT “A”  
PROPERTY**

EXHIBIT A  
LEGAL DESCRIPTION

BEING A PORTION OF STATE LOT 28, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTH AND EAST BY TRACT A, ACCORDING TO THE PLAT OF BELLE GLADE ALF, AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48; ON THE SOUTH BY THE NORTH LINE OF THAT ADDITIONAL RIGHT-OF-WAY PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 420, AND ON THE WEST BY A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28, AS SHOWN ON THE AFORESAID PLAT OF BELLE GLADE ALF. ALL OF THE ABOVE REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF SAID WEST LINE OF TRACT A AND THE NORTH LINE OF SAID ADDITIONAL RIGHT-OF-WAY PARCEL; THENCE ALONG SAID NORTH LINE BY THE FOLLOWING TWO COURSES; THENCE NORTH 89°59'44" WEST, A DISTANCE OF 177.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.52 FEET THROUGH A CENTRAL ANGLE OF 89°49'44" TO A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28; THENCE NORTH 00°09'59" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 353.05 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT A; THENCE EASTERLY AND SOUTHERLY ALONG THE AFORESAID SOUTH AND WEST LINES OF TRACT A BY THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 88°56'00" EAST, A DISTANCE OF 157.00 FEET; THENCE SOUTH 00°09'59" EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH 88°56'00" EAST, A DISTANCE OF 35.02 FEET; THENCE SOUTH 00°09'59" EAST, A DISTANCE OF 290.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 68,111 SQUARE FEET, (1.564 ACRES) MORE OR LESS.

THIS INSTRUMENT PREPARED BY RICHARD W. BUSSELL, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.


SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES.

*Richard W. Bussett*  
RICHARD W. BUSSELL, P.S.M.  
FLORIDA CERTIFICATE NO. 3858

DATE: 7/16/14

PROJECT NO. 2014009-14	SHEET 3	PROJECT BELLE GLADE BOYS AND GIRLS CLUB	DESIGN FILE NAME S-1-14-3530.DGN	DRAWING NO. S-1-14-3530	SCALE 1" = 100' APPROVED BY R.W.B. DRAWN E.A.O. CHECKED G.W.M. DATE 7/11/14	FIELD BOOK NO. N/A	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411

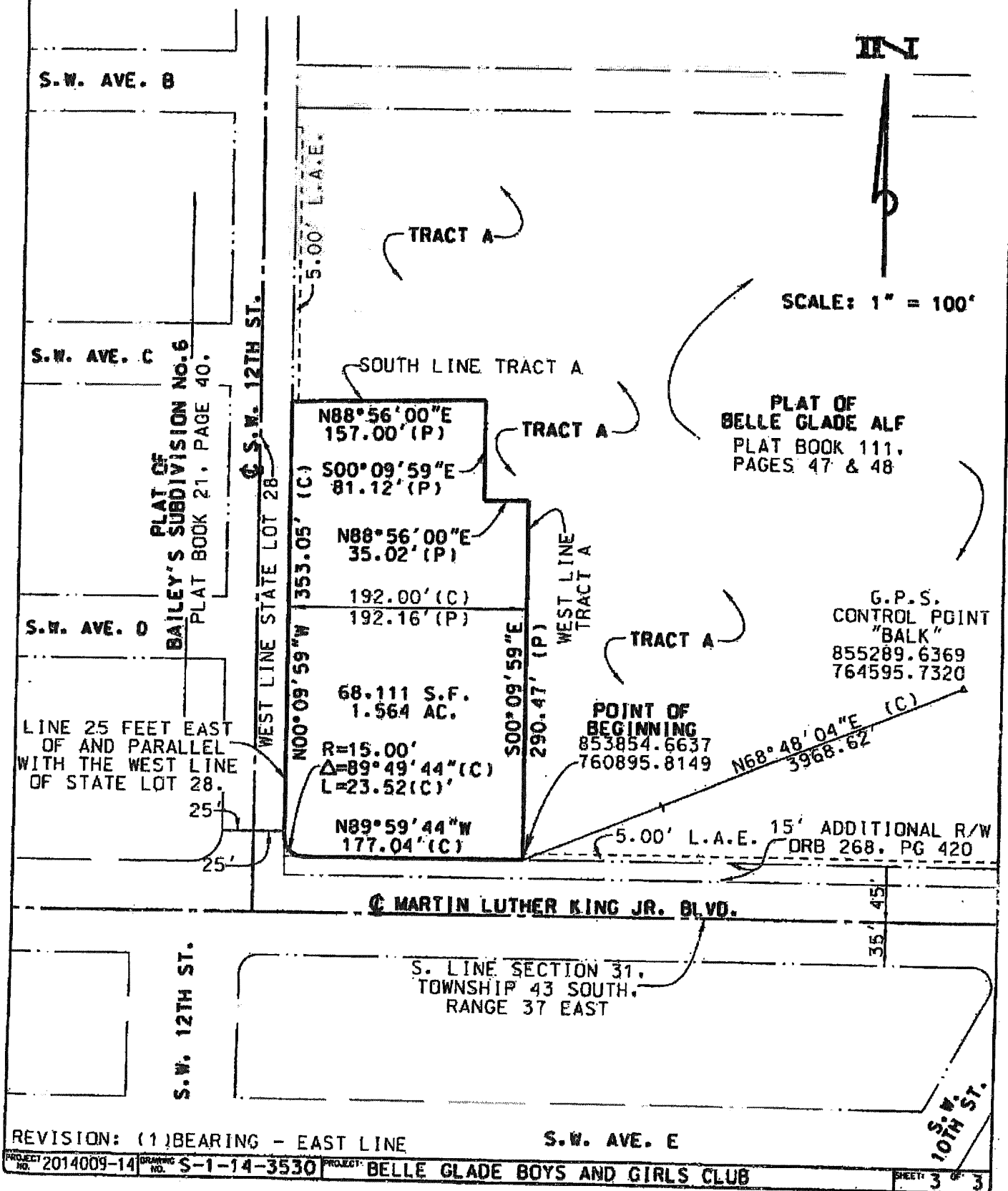
**EXHIBIT A**  
**SURVEYOR'S NOTES**

1. THIS IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE ATTACHED LEGAL DESCRIPTION. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONJUNCTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83, 90) OF THE SOUTH LINE OF THE PLAT OF BELLE GLADE ALF, AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N 89°59'44" W. ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.
4. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.
5. COORDINATES SHOWN ARE GRID  
DATUM = NAD 83, 1998 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.  
ALL DISTANCES ARE GROUND.  
STATIONING REFERENCES ARE GRID.  
PROJECT SCALE FACTOR = 0.999954656  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
7. THE INTENDED PLOT SCALE OF THIS DRAWING IS 1" = 100'.
8. PALM BEACH COUNTY PARCEL CONTROL NUMBER = 04374331010280010
9. ALL PLAT BOOK AND OFFICIAL RECORDS BOOK REFERENCES HEREIN ARE FOR DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH, COUNTY, FLORIDA.

**L E G E N D**

ORB = OFFICIAL RECORDS BOOK  
R/W = RIGHT OF WAY  
PG = PAGE  
LAE = LIMITED ACCESS EASEMENT  
(P) = PLAT INFORMATION  
(C) = CALCULATED INFORMATION  
CL = CENTERLINE  
R = RADIUS  
L = LENGTH  
Δ = CENTRAL ANGLE  
S.F. = SQUARE FEET  
AC. = ACRES  
PCN = PARCEL CONTROL NUMBER

EXHIBIT A  
SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
THIS IS NOT A BOUNDARY SURVEY



## DONATION AGREEMENT

**THIS AGREEMENT** is made \_\_\_\_\_, by and between the Donor and the Donee as follows:

COUNTY or DONOR: Palm Beach County, a political subdivision of the State of Florida.

ADDRESS: Property and Real Estate Management  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

B&G Clubs or DONEE: Boys and Girls Clubs of Palm Beach County, Inc.,  
a Florida not-for-profit corporation  
(F.E.I.N. on file)

ADDRESS: 800 Northpoint Parkway  
Suite #204  
West Palm Beach, FL 33407

**Section 1. Donation.** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, Donor agrees to convey to Donee, for no monetary consideration, the real property legally described in the attached Exhibit "A" (the "Property") and Donee agrees to accept title to the Property from Donor, on the terms, covenants and conditions hereinafter set forth.

**Section 2. Terms of Donation.** Donee agrees, accepts and acknowledges that this donation is subject to each of the following:

2.1. **State Use Restrictions.** The Property shall be used for public recreation, public health, public education and other community purposes which promote the public health, safety and welfare of the inhabitants of the City of Belle Glade.

2.2 **Donor Conditions of Donation.** The donation is subject to the following conditions:

2.2.1 All programs and services offered at the donated Property must be available to all residents of Palm Beach County under the same terms and at the same cost, if any, regardless of municipal residency.

2.2.2 Donee must continuously occupy and use the Property for B&G Clubs programming. For the purposes of this Agreement, continuously means that there is no suspension of Donee's services for more than 90 days unless due to casualty loss and/or scheduled repairs with advance notification and approval of the Donor.

2.2.3 No alcohol will be allowed on the Property, except that Donee may permit alcohol at Donee fund-raising events in which case Donee shall obtain any licenses or permits required by the State of Florida as well as liquor liability insurance coverage.

2.2.4 In the event of a declared emergency impacting the Western Communities, the Donor shall have the right of first refusal to use the Property for post disaster recovery purposes at the Donor's sole cost and expense. In the event that the Donor exercises that right to use the property, the use is exclusive. Donee shall not charge a use fee to the Donor. Donor shall be responsible for repairing any damage to the Property caused by its use. To the extent permitted by law, Donor shall be responsible for any personal injury, loss of life, and/or damage to property sustained in or about the Property due to Donor's use of the Property for post disaster recovery purposes. Nevertheless, the parties acknowledge and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the Donor to indemnify the Donee; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that Donor has under Section 768.28, Florida Statutes, or any other statute; nor (iv) as consent to be sued by third parties.

2.2.5 The Donee shall allow the City of Belle Glade ("City") to use the Property provided that the; a) scheduling of a use does not interfere with Donee's use, b) City is required to provide general and sports liability insurance coverage satisfactory to the Donee for each use, c) City funds repairs, including vandalism repairs, resulting from City's use, d) City provides and funds (or causes to be funded) security by Palm Beach County Sheriff's Office ("PBSO") at the level determined appropriate by the Donee, and e) City provides and funds all program supervision for City use at a level determined appropriate by the Donee.

2.2.6 The Donee shall not charge the City for routine custodial costs or for the additional utility charges associated with City's requested use of the Property, provided that the County has appropriated and funded the County Annual Grant. However, in the event the County Annual Grant is not appropriated, the City shall be required to fund (or caused to be funded) its pro rata share of custodial and operating costs for its use of the Property. The City shall be required to pay custodial costs associated with City special events and for City events that are scheduled outside of the hours set forth in Section 2.2.10.



2.2.7 The Donee shall allow PBSO to use a portion of the Property in the gymnasium for a Police Athlete League Boxing Program ("PAL Program") provided that: a) scheduling is concurrent with Donee's scheduled use, b) PBSO provides general and sports liability insurance satisfactory to Donee, c) PBSO funds (or causes to be funded) its pro rata share of custodial and facility operating and maintenance costs for its use, d) PBSO provides and funds (or causes to be funded) security at the level determined appropriate by the Donee, and e) PBSO provides and funds all PAL Program supervision at a level determined appropriate by the Donee.

2.2.8 The Donee's hours of use for the gymnasium are as follows:

- |       |                              |                 |
|-------|------------------------------|-----------------|
| (i)   | School Days                  | 2:00PM - 8:00PM |
| (ii)  | Teacher Planning Days        | 7:30AM - 6:00PM |
| (iii) | Early Release Release        | 6:00PM          |
| (iv)  | School Break Monday-Friday   | 7:30AM - 6:00PM |
| (v)   | Periodic Evenings & Weekends |                 |

2.2.9 PAL Program hours are concurrent with the Donee's hours of use. The Donee's use of the gymnasium for periodic evenings and weekends takes precedence over PAL use. The Donee is solely responsible for, a) scheduling the PAL use, and 2) resolving any conflicts between Donee's, PAL's and/or City use.

2.2.10 The City can request use of the gymnasium from the Donee at any time the use is not committed to the Donee and/or the PAL Program. The Donee's use of the gymnasium for periodic evenings and weekends takes precedence over City use. The Donee is solely responsible for a) scheduling the City use, and 2) resolving any conflicts between Donee's, PAL's and/or City use. For the purposes of Section 2.2.14 of this Agreement, the City's use is defined as follows:

- |      |  |
|------|--|
| (i)  | Year Round Monday through Friday                                   |
|      | 8:00PM-10:30PM   |
| (ii) | Every 1st and 3 <sup>rd</sup> Saturday from February through April |
|      | 1:00PM-10:00PM   |

- (iii) Every 2<sup>nd</sup> and 4<sup>th</sup> Saturday from February through April  
10:00AM-10:00PM
- (iv) Saturdays from May through January  
10:00AM-10:00PM

2.2.11 The City can request the use of the gymnasium for any programming that is consistent with the State's use restrictions and the County's conditions of donation.

2.2.12 The City is to provide and fund program supervision at the level determined appropriate by the Donee. The City will provide and fund security to be provided by PBSO at the levels determined appropriate by the Donee. Funding for these costs are not included in the County's Annual Grant.

2.2.13 Donee may make the Property available for community recreational and not-for-profit uses that are consistent with the State use restrictions, pursuant to a request by the City or otherwise as the Donee deems appropriate.

2.2.14 The Donee is responsible for performing all facility related responsibilities, including but not limited to custodial, grounds maintenance, pest control, building repairs and maintenance and renewal/replacement repairs. Donee is responsible for repairing all vandalism and may recover costs of such vandalism repair if such damage is attributable to the City or PAL. Donee is required to maintain General Liability Insurance and Property Liability insurance at all times and to undertake repairs made necessary to return the Property to operational condition. Donee shall perform repairs resulting from PAL Program operations and vandalism as well as City use and vandalism.

2.2.15 **PAL Program Responsibilities.** PBSO shall perform and fund custodial services in its boxing area. PBSO shall fund program repairs and vandalism repairs resulting from PAL Program use. PBSO shall provide general and sports liability insurance for the PAL Program use.

2.2.16 **City Responsibilities.** The City will fund its custodial costs relating to City use in the event that the Donor's Annual Grant is not made. The City shall fund program repairs and vandalism repairs resulting from City's use. The City shall provide general and sports liability insurance acceptable to the Donee for its use of the Property.

**Section 3. County Annual Grant for Operating Expenditures.**  
Beginning on July 1, 2015, and continuing annually thereafter, the Donor shall grant to the Donee the sum of One Hundred Thirty-Eight Thousand Five Hundred Dollars (\$138,500) (the "County Annual Grant") to cover the expenses of the Property as described below.

3.1 The Donee shall use the County Annual Grant for only the purposes described below:

- 1) All utility expenses for the gymnasium (including electric, water, sewer, solid waste, cable, and fire alarm monitoring).
- 2) All routine building system maintenance expenses (i.e.: plumbing, electrical, HVAC, fire alarm, intrusion alarm, keying, painting, weatherproofing, roof, etc.) associated with the gymnasium.
- 3) All capital repair and renewal/replacement expenses associated with the gymnasium building. Capital repair and renewal/replacement refers to those repairs required due to age, wear and tear, equipment failure, acts of God, or any other reason not directly attributable to the Donee, City or PAL's programmed use of the Property
- 4) Custodial expenses associated with the City's use as described in Section 2.2.10.

3.2 The County Annual Grant cannot be used for:

- 1) Donee's custodial costs, grounds maintenance or pest control.
- 2) Repairs made necessary from Donee's programmed use of the gymnasium.
- 3) Vandalism not caused by PAL's or City's programmed use of the gymnasium.
- 4) Property insurance.
- 5) Insurance costs associated with Donee's programs.
- 6) Utility expenses for any improvements added to the Property after the Effective Date of this Agreement.
- 7) Any other expenses associated with improvements added to the Property after the Effective Date of this Agreement.

3.3 The County Annual Grant is subject to the following conditions:

- 1) Annual approval and appropriation by the Palm Beach County Board of County Commissioners.
- 2) Compliance with Donor's conditions of donation as set forth in Section 2.2 above.
- 3) All County Annual Grant funds must be utilized at the Property and only for allowed facility expenses as set forth in Section 3.1.
- 4) The Donee will not charge the City for operational expenses associated with the City use of the Property, provided the Donor appropriates the County Annual Grant for operating expenditures. The Donee acknowledges that the amount of the County Annual Grant will be reduced to \$77,500 in the year following any year where the City has not used the Property.
- 5) The Donee will supplement the County Annual Grant with non-County funds if required in order to perform all facility related responsibilities.
- 6) The Donee acknowledges that the County Annual Grant is intended to offset the costs and expenses associated with the Property and that the parties intend it to be the County's full and final contribution towards operation, use, and maintenance of the Property.

**Section 4. County Property Insurance Grant.** Beginning on July 1, 2015, and annually thereafter until the earlier of, five (5) years from the Effective Date, or until completion of the facility that Donee is constructing on the adjacent property, the Donor shall grant to the Donee the lesser of; 1) Thirty Seven Hundred Dollars (\$3,700), or 2) the actual amount paid by Donee for the current Property insurance coverage (the "County Property Insurance Grant"). The County Property Insurance Grant is to be used solely for payment of the property insurance premiums for the Property. Donee must provide County with evidence of the amount paid for the current Property insurance coverage and must maintain current insurance coverage in an amount of at least One Million Dollars (\$1,000,000) that includes coverage for wind and flood damage as a condition of receipt of the annual County Property Insurance Grant. The County Property Insurance Grant is subject to annual approval and appropriation by the Palm Beach County Board of County Commissioners.

**Section 5. Renewal/Replacement Project.** The Donee agrees to allow the Donor to enter the Property to complete the 2015 renewal/replacement projects which include

replacement of the air conditioning units serving the main gymnasium floor, new lower roofs, transitioning the access control system to a stand-alone system, limited interior painting, renovation of public restrooms to include removal and replacement of the existing fixtures with new solid plastic toilet partitions, faucets, drains, new countertops, new accessories, and painting and minor renovation of under stage area. Donor shall schedule and complete said projects as funding and staffing become available and after coordinating schedule and access requirements with the Donee. The Donor shall also name the Donee as an additional insured on all insurance policies received from its contractor(s) for the renewal/replacement projects.

**Section 6. Closing.** This Agreement shall be closed and the deed delivered within 30 days of the Effective Date of this Agreement. The following are additional details of closing:

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

6.2 **Conveyance.** At closing, Donor will deliver to Donee a fully executed County Deed substantially in accordance with the attached Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Donor shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Donee hereby petitions Donor to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Donor hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the development potential of the Property.

6.3 **Termination of Sub-Lease.** The Sub-Lease Agreement by and between Donor and Donee, dated May 1, 2001 (R-2001-0656, as amended by R-2011-1595, and R-2012-0465 and R2013-0098) shall terminate effective at the closing of this Agreement and the delivery of the deed.

6.4: **Expenses.** Donor shall be responsible for preparation of the County Deed and recording of the County Deed.

**Section 7. Easements, Restrictions and Encumbrances.** Donee agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

**Section 8. Condition of the Property.** Donee acknowledges that it has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that Donor has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Donor's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Donee to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Donee specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against Donor with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Donee agrees to execute at closing an acknowledgment in substantially the form set forth in Exhibit "C" attesting to said waiver and release.

**Section 9. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Section 10. Disclosure of Beneficial Interest.** Donee represents that simultaneously with Donee's execution of this Agreement, Donee has executed and delivered to Donor the Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Donee. Donee warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Donee after the date of execution of the Disclosure and prior to Closing, Donee shall immediately, and in every instance, provide written notification of such change to the Donor in the manner required by Section 15 of this Agreement. Donee shall deliver to Donor at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Donee at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure.

**Section 11. Risk of Loss.** Donee assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Donee.

**Section 12. Successors.** Upon execution of this Agreement by the Donee, this Agreement shall be binding upon and inure to the benefit of the Donee, its heirs,

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

**Section 13. Recording.** In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

**Section 14. Assignment.** This Agreement may not be assigned by the Donee, without Donor's written consent, which may be granted or withheld by Donor in its sole and absolute discretion.

**Section 15. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**Section 16. Amendments.** This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

**Section 17. Survival.** The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

**Section 18. Brokers & Commissions.** Donee shall be solely responsible to pay any real estate commissions or finders fees contracted for by Donee or otherwise resulting from this transaction. Donee shall indemnify and hold the Donor harmless from any and all such claims, whether disclosed or undisclosed.

**Section 19. Notices.** All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

**Section 20. Choice of Law and Construction.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.



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

**Section 21. Further Assurances.** Donee agrees to execute and deliver to the Donor such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

**Section 22. Headings.** The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

**Section 23. Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference

**Section 24. Office of the Inspector General.** Donor has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Donor contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Donee, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 25. Non-Discrimination.** Donee warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Donee has submitted to Donor a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the Donee does not have a written non-discrimination policy or one that conforms to the Donor's policy, it has acknowledged through a signed statement provided to Donor that Donee will conform to the Donor's non-discrimination policy as provided in R-2014-1421, as amended.

**Section 26. Effective Date of Agreement.** The obligations of Donor and Donee under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners (the "Effective Date").

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**BOYS AND GIRLS CLUBS OF PALM  
BEACH COUNTY, INC., a Florida not-  
for-profit corporation**

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print name)

NAME: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Print name)

("Donee")

Attest:

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana , Mayor

("Donor")

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Sr. Assistant County Attorney

By: \_\_\_\_\_  
Department Director

EXHIBIT A  
LEGAL DESCRIPTION

BEING A PORTION OF STATE LOT 28, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTH AND EAST BY TRACT A, ACCORDING TO THE PLAT OF BELLE GLADE ALF, AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48; ON THE SOUTH BY THE NORTH LINE OF THAT ADDITIONAL RIGHT-OF-WAY PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 420, AND ON THE WEST BY A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28, AS SHOWN ON THE AFORESAID PLAT OF BELLE GLADE ALF. ALL OF THE ABOVE REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF SAID WEST LINE OF TRACT A AND THE NORTH LINE OF SAID ADDITIONAL RIGHT-OF-WAY PARCEL; THENCE ALONG SAID NORTH LINE BY THE FOLLOWING TWO COURSES: THENCE NORTH  $89^{\circ}59'44''$  WEST, A DISTANCE OF 177.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.52 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}49'44''$  TO A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28; THENCE NORTH  $00^{\circ}09'59''$  WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 353.05 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT A; THENCE EASTERLY AND SOUTHERLY ALONG THE AFORESAID SOUTH AND WEST LINES OF TRACT A BY THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH  $88^{\circ}56'00''$  EAST, A DISTANCE OF 157.00 FEET; THENCE SOUTH  $00^{\circ}09'59''$  EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH  $88^{\circ}56'00''$  EAST, A DISTANCE OF 35.02 FEET; THENCE SOUTH  $00^{\circ}09'59''$  EAST, A DISTANCE OF 290.47 FEET TO THE POINT OF BEGINNING.


CONTAINING 68,111 SQUARE FEET, (1.564 ACRES) MORE OR LESS.

THIS INSTRUMENT PREPARED BY RICHARD W. BUSSELL, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.


SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES.

  
RICHARD W. BUSSELL, P.L.S.  
FLORIDA CERTIFICATE NO. 3858

DATE: 7/6/14

SHEET 3 1	PROJECT:  BELLE GLADE BOYS AND GIRLS CLUB	DESIGN FILE NAME S-1-14-3530.DGN	DRAWING NO. S-1-14-3530	SCALE 1"=100'	APPROVED R.W.B. E.A.D. CHECKED G.W.M. DATE 7/11/14	FIELD BOOK NO. N/A	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411

**EXHIBIT A**  
**SURVEYOR'S NOTES**

1. THIS IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE ATTACHED LEGAL DESCRIPTION. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONJUNCTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.
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ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.  
ALL DISTANCES ARE GROUND.  
STATIONING REFERENCES ARE GRID.  
PROJECT SCALE FACTOR = 0.999954656  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
7. THE INTENDED PLOT SCALE OF THIS DRAWING IS 1" = 100'.
8. PALM BEACH COUNTY PARCEL CONTROL NUMBER = 04374331010280010
9. ALL PLAT BOOK AND OFFICIAL RECORDS BOOK REFERENCES HEREIN ARE FOR DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH, COUNTY, FLORIDA.

**L E G E N D**

ORB = OFFICIAL RECORDS BOOK  
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EXHIBIT A  
SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
THIS IS NOT A BOUNDARY SURVEY

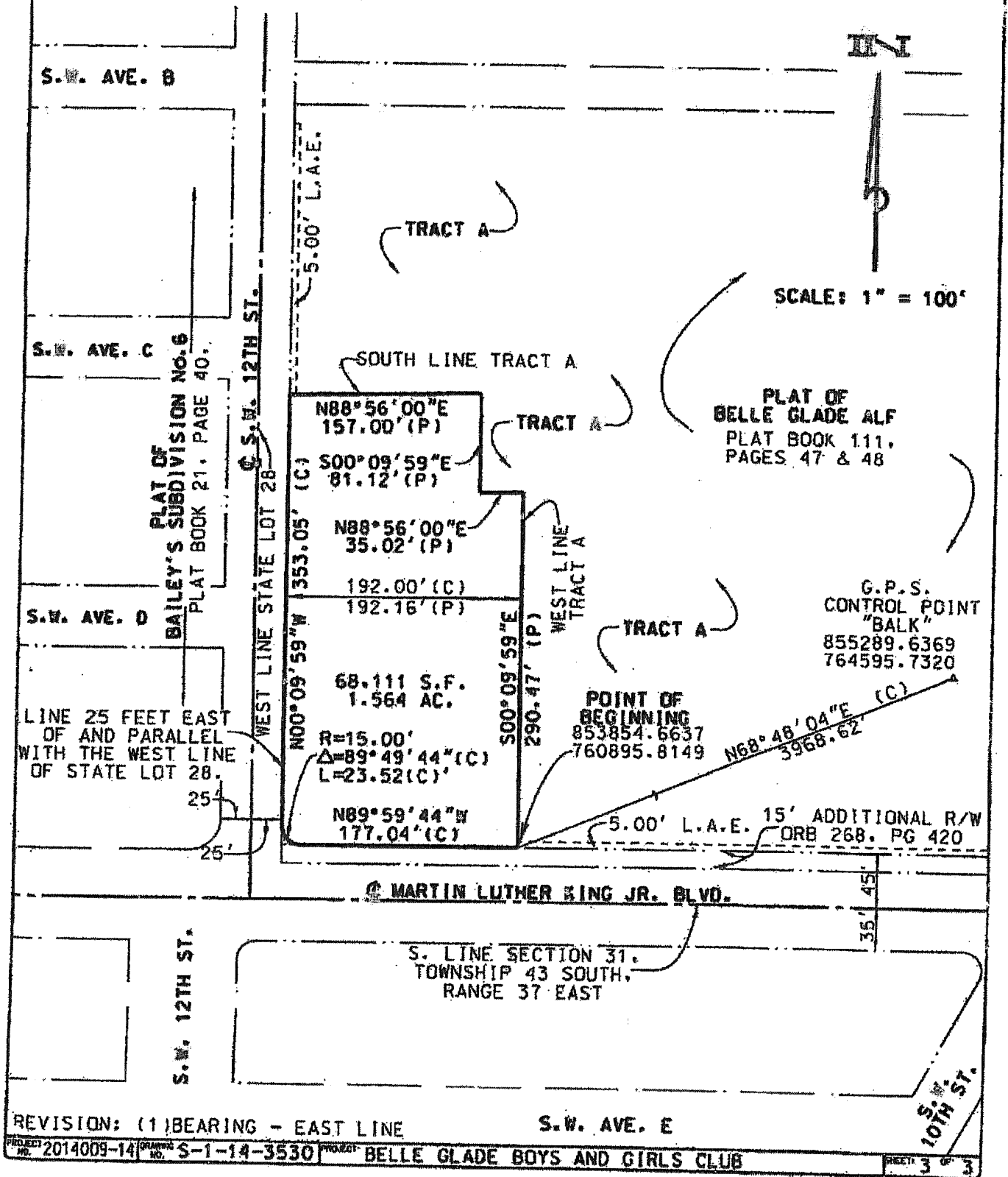


EXHIBIT "B"

PREPARED BY AND RETURN TO:  
ROSS C. HERING, DIRECTOR  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 04-37-43-31-01-028-0010 (portion of)  
Purchase Price: \$0

COUNTY DEED

THIS COUNTY DEED, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida, 33411-5605, "County", and BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation, whose legal mailing address is 800 Northpoint Parkway, Suite #204, West Palm Beach, FL 33407, "Donee".

WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof (the "Property").

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

Donee shall use the Property solely for public recreation, public health public education and other community purposes which promote the public health, safety and welfare of the inhabitants of the City of Belle Glade. In the event Donee uses or allows use of the Property for any other purpose in violation of the foregoing use restriction, the Property and all improvements thereon shall thereupon revert to County.



IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor 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: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Assistant County Attorney

EXHIBIT A  
LEGAL DESCRIPTION

BEING A PORTION OF STATE LOT 28, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTH AND EAST BY TRACT A, ACCORDING TO THE PLAT OF BELLE GLADE ALF. AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48; ON THE SOUTH BY THE NORTH LINE OF THAT ADDITIONAL RIGHT-OF-WAY PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 420, AND ON THE WEST BY A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28, AS SHOWN ON THE AFORESAID PLAT OF BELLE GLADE ALF. ALL OF THE ABOVE REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF SAID WEST LINE OF TRACT A AND THE NORTH LINE OF SAID ADDITIONAL RIGHT-OF-WAY PARCEL; THENCE ALONG SAID NORTH LINE BY THE FOLLOWING TWO COURSES: THENCE NORTH  $89^{\circ}59'44''$  WEST, A DISTANCE OF 177.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.52 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}49'44''$  TO A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28; THENCE NORTH  $00^{\circ}09'59''$  WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 353.05 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT A; THENCE EASTERLY AND SOUTHERLY ALONG THE AFORESAID SOUTH AND WEST LINES OF TRACT A BY THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH  $88^{\circ}56'00''$  EAST, A DISTANCE OF 157.00 FEET; THENCE SOUTH  $00^{\circ}09'59''$  EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH  $88^{\circ}56'00''$  EAST, A DISTANCE OF 35.02 FEET; THENCE SOUTH  $00^{\circ}09'59''$  EAST, A DISTANCE OF 290.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 68,111 SQUARE FEET, (1.564 ACRES) MORE OR LESS.

THIS INSTRUMENT PREPARED BY RICHARD W. BUSSELL, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES.

*Richard W. Bussett*  
RICHARD W. BUSSELL, P.L.S.  
FLORIDA CERTIFICATE NO. 3858

DATE: 7/16/14

2014009-14	SHEET 1 OF 3	PROJECT <b>BELLE GLADE BOYS AND GIRLS CLUB</b>		REVISION DATE: 7/16/14 BY: R.W.B. CHECKED: C.M.M. FIELD BOOK NO. N/A	DATE: 7/16/14 BY: R.W.B. CHECKED: C.M.M.	DATE: 7/16/14 BY: R.W.B. CHECKED: C.M.M.	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS <b>ROADWAY PRODUCTION</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-14-3530.DGN	DRAWING NO. S-1-14-3530				

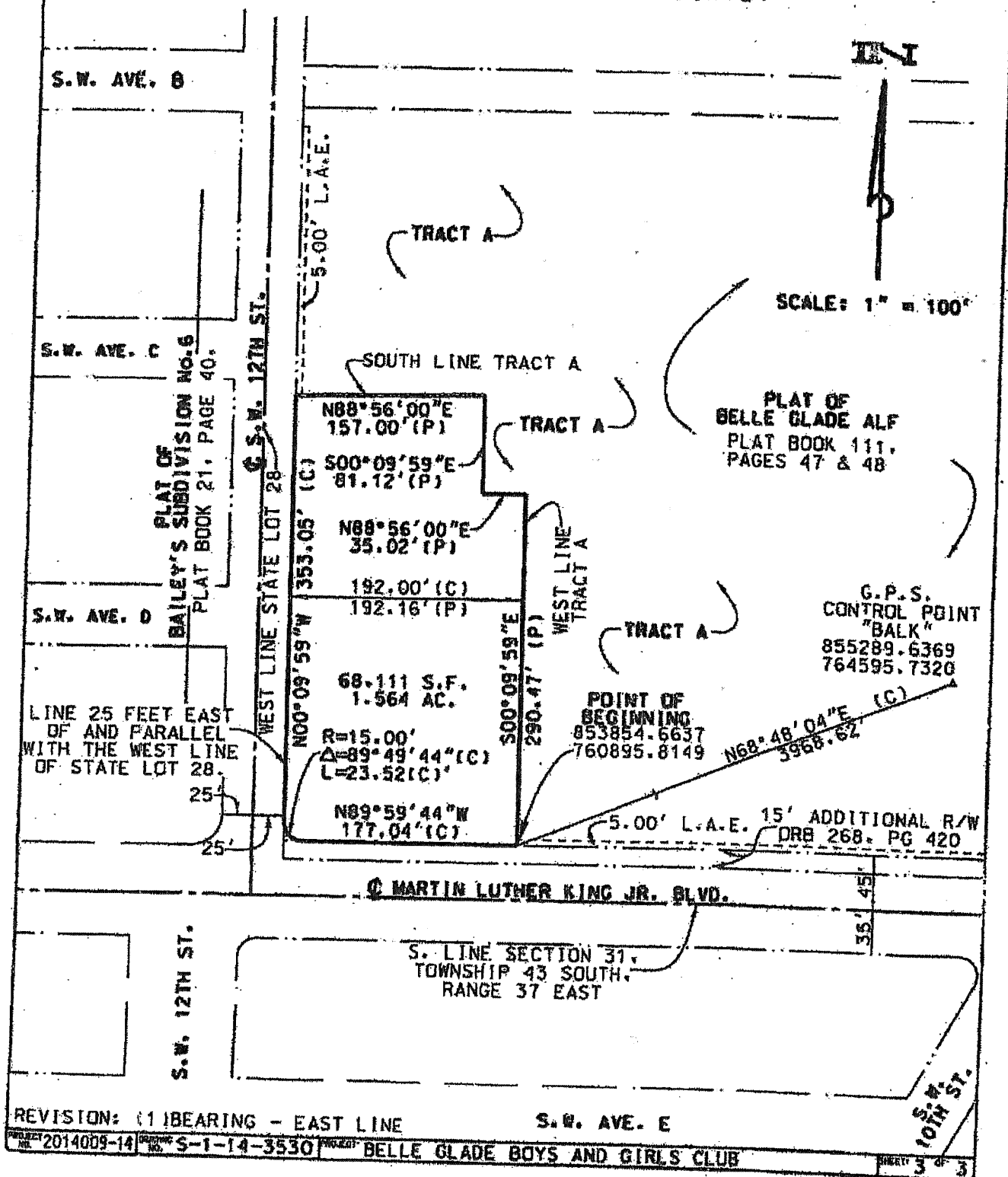
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S.F. = SQUARE FEET  
AC. = ACRES  
PCN = PARCEL CONTROL NUMBER

**INI**



**EXHIBIT "C"**

**THIS ACKNOWLEDGMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
by the **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation ("Donee") to **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Donor").

**WITNESSETH:**

**WHEREAS**, Donee and Donor have entered into that certain Donation Agreement dated June 2, 2015 (Resolution No. R-\_\_\_\_\_) (the "Agreement") whereby Donor agreed to donate for no monetary consideration (\$0), the land located at 1101 Dr. Martin Luther King Jr., Blvd, W Belle Glade, FL 33430, and more particularly described as follows:

**SEE ATTACHED EXHIBIT "A" – LEGAL DESCRIPTION**

**WHEREAS**, the Agreement states that Donee shall accept title to the Property and any improvements in an "AS IS CONDITION," without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

**NOW THEREFORE**, in consideration of the conveyance of the Property, Donee hereby acknowledges to Donor as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Donee acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION." Donee further acknowledges that the Donor has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Donor's title to the Property, the

environmental condition of the Property, the physical condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Donee's intended use of the Property.

3. Without in any way limiting the generality of the preceding paragraphs, Donee specifically acknowledges and agrees that upon Donor's conveyance of the Property to Donee, Donee waives, releases and discharges any claim it has, might have had or may have against the Donor with respect to this transaction or the Property.

4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Donee.

IN WITNESS WHEREOF, Donee has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

DONEE

BOYS AND GIRLS CLUBS OF PALM  
BEACH COUNTY, INC., a Florida not-for-  
profit corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EXHIBIT "D"**

**DISCLOSURE OF BENEFICIAL INTERESTS**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the \_\_\_\_\_ (position - i.e. president) of  
BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., a Florida not-for-  
profit corporation, (the "Donee") which entity is the Donee of the real property legally  
described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete  
listing of the names and addresses of every person or entity having a five percent (5%) or  
greater beneficial interest in the Donee and the percentage interest of each such person or  
entity.
4. Affiant further states that Affiant is familiar with the nature of an oath and  
with the penalties provided by the laws of the State of Florida for falsely swearing to  
statements under oath.
5. Under penalty of perjury, Affiant declares that Affiant has examined this  
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and  
complete, and will be relied upon by Palm Beach County relating to its sale of the  
property.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was sworn to, subscribed and acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_  
\_\_\_\_\_ [ ] who is personally known to me or [ ] who has  
produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING A PORTION OF STATE LOT 28, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTH AND EAST BY TRACT A, ACCORDING TO THE PLAT OF BELLE GLADE ALF, AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48; ON THE SOUTH BY THE NORTH LINE OF THAT ADDITIONAL RIGHT-OF-WAY PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 420, AND ON THE WEST BY A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28, AS SHOWN ON THE AFORESAID PLAT OF BELLE GLADE ALF. ALL OF THE ABOVE REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THIS INSTRUMENT PREPARED BY RICHARD W. BUSSELL, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.


**SURVEYOR'S CERTIFICATION**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES.

*Richard W. Bussell*  
RICHARD W. BUSSELL, P.L.S.  
FLORIDA CERTIFICATE NO. 3858

DATE: 7/10/14

<b>PROJECT NO.</b> 2014009-14	<b>SHEET</b> 3	<b>1</b>	<b>PROJECT:</b> <b>BELLE GLADE BOYS AND GIRLS CLUB</b>		<b>SCALE</b> AS SHOWN DATE: 7/11/14 FIELD BOOK NO. N/A	<b>REVISION</b>	<b>BY</b>	<b>DATE</b>	 <b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</b>
			<b>DESIGN FILE NAME</b> S-1-14-3530.DGN	<b>DRAWING NO.</b> S-1-14-3530					

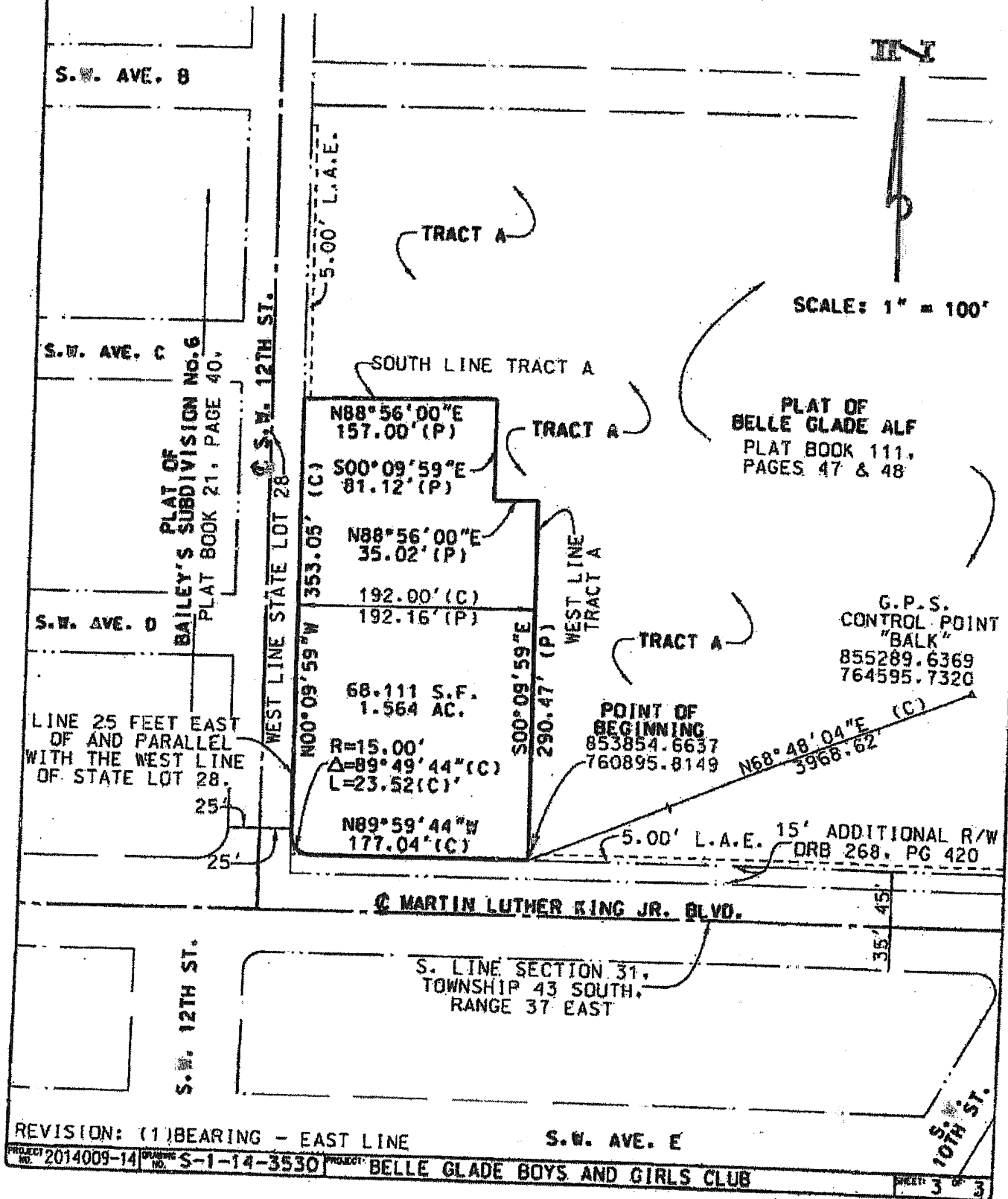
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EXHIBIT A  
SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
THIS IS NOT A BOUNDARY SURVEY



## Exhibit "B"

## SCHEDULE TO BENEFICIAL INTERESTS

Donee is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Donee must identify individual owners. If, by way of example, Donee is wholly or partially owned by another entity, such as a corporation, Donee must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME \_\_\_\_\_

## ADDRESS

### PERCENTAGE OF INTEREST

None. Boys and Girls Clubs of Palm Beach County, Inc., is a 501(c)(3) organization.

There are no individual entities that have a beneficial interest in its assets.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

PREPARED BY AND RETURN TO:  
ROSS C. HERING, DIRECTOR  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 04-37-43-31-01-028-0010 (portion of)  
Purchase Price: \$0

## COUNTY DEED

**THIS COUNTY DEED**, made \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida, 33411-5605, "County", and **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation, whose legal mailing address is 800 Northpoint Parkway, Suite #204, West Palm Beach, FL 33407, "Donee".

### WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof (the "Property").

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

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IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor 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: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT "A"**  
**PROPERTY**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING A PORTION OF STATE LOT 28, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTH AND EAST BY TRACT A, ACCORDING TO THE PLAT OF BELLE GLADE ALF, AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48; ON THE SOUTH BY THE NORTH LINE OF THAT ADDITIONAL RIGHT-OF-WAY PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 420, AND ON THE WEST BY A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28, AS SHOWN ON THE AFORESAID PLAT OF BELLE GLADE ALF. ALL OF THE ABOVE REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF SAID WEST LINE OF TRACT A AND THE NORTH LINE OF SAID ADDITIONAL RIGHT-OF-WAY PARCEL; THENCE ALONG SAID NORTH LINE BY THE FOLLOWING TWO COURSES; THENCE NORTH  $89^{\circ}59'44''$  WEST, A DISTANCE OF 177.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.52 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}49'44''$  TO A LINE 25.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID STATE LOT 28; THENCE NORTH  $00^{\circ}09'59''$  WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 353.05 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT A; THENCE EASTERLY AND SOUTHERLY ALONG THE AFORESAID SOUTH AND WEST LINES OF TRACT A BY THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH  $88^{\circ}56'00''$  EAST, A DISTANCE OF 157.00 FEET; THENCE SOUTH  $00^{\circ}09'59''$  EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH  $88^{\circ}56'00''$  EAST, A DISTANCE OF 35.02 FEET; THENCE SOUTH  $00^{\circ}09'59''$  EAST, A DISTANCE OF 290.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 68,111 SQUARE FEET, (1.564 ACRES) MORE OR LESS.

THIS INSTRUMENT PREPARED BY RICHARD W. BUSSELL, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.


**SURVEYOR'S CERTIFICATION**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER:

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES.

*Richard W. Bussett*  
RICHARD W. BUSSELL, P.L.S.  
FLORIDA CERTIFICATE NO. 3858

DATE: 7/16/14

PROJECT NO. <b>2014009-14</b>	SHEET <b>3</b>	TOTAL <b>1</b>	<b>PROJECT:</b>  <b>BELLE GLADE BOYS AND GIRLS CLUB</b>	<b>DESIGN FILE NAME</b> S-1-14-3530.DGN	<b>DRAWING NO.</b> S-1-14-3530	<b>SCALE</b> AS SHOWN FIELD BOOK NO. N/A	<b>REVISION</b>	<b>BY</b>	<b>DATE</b>	 <b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS</b>  <b>ROADWAY PRODUCTION</b>  <b>2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</b>



**EXHIBIT A**  
**SURVEYOR'S NOTES**

1. THIS IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE ATTACHED LEGAL DESCRIPTION. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONJUNCTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83, 90) OF THE SOUTH LINE OF THE PLAT OF BELLE GLADE ALF. AS RECORDED IN PLAT BOOK 111, PAGES 47 AND 48, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. HAVING A BEARING OF N 89°59'44" W. ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.
4. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.
5. COORDINATES SHOWN ARE GRID  
DATUM = NAD 83, 1998 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.  
ALL DISTANCES ARE GROUND.  
STATIONING REFERENCES ARE GRID.  
PROJECT SCALE FACTOR = 0.999954656  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
7. THE INTENDED PLOT SCALE OF THIS DRAWING IS 1" = 100'.
8. PALM BEACH COUNTY PARCEL CONTROL NUMBER = 04374331010280010
9. ALL PLAT BOOK AND OFFICIAL RECORDS BOOK REFERENCES HEREIN ARE FOR DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH, COUNTY, FLORIDA.

**L E G E N D**

ORB = OFFICIAL RECORDS BOOK  
R/W = RIGHT OF WAY  
PG = PAGE  
LAE = LIMITED ACCESS EASEMENT  
(P) = PLAT INFORMATION  
(C) = CALCULATED INFORMATION  
C = CENTERLINE  
R = RADIUS  
L = LENGTH  
Δ = CENTRAL ANGLE  
S.F. = SQUARE FEET  
AC. = ACRES  
PCN = PARCEL CONTROL NUMBER

**EXHIBIT A**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**THIS IS NOT A BOUNDARY SURVEY**

