# SCHEDULE 2004-1

dated as of June 1, 2004,

as amended and restated as of June 1, 2006, June 1, 2008, June 1, 2009'
March 10, 2011, May 1, 2012, and February 1, 2014, as amended on December 21, 2016;
as amended and restated as of [DOCUMENT DATE]

to the

Master Lease Purchase Agreement dated as of July 1, 1990, by and among

Broward School Board Leasing Corp., as Lessor (the "Corporation")

and

The School Board of Broward County, Florida, as Lessee (the "School Board")

and

U.S. Bank National Association as Successor Trustee and Assignee (the "Trustee")

THIS AMENDED AND RESTATED SCHEDULE 2004-1 (the "Schedule") is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990 (the "Master Lease"), pursuant to which the Corporation has agreed to finance the lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 2004-1 Facilities herein described. The Trustee, as assignee of the Corporation hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 2004-1 Facilities and the Series 2004-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 of the Series 2004 Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule and as modified and supplemented hereby, is referred to herein as the "Series 2004-1 Lease."

**Section 1. Definitions.** For purposes of the Series 2004-1 Lease the following terms have the meaning set forth below. All terms used herein and not otherwise defined herein shall have the meanings given to them in the Master Lease or the Trust Agreement, including the Series 2012A Supplemental Trust Agreement with respect to the Series 2012A Certificates and the Series 2019A Supplemental Trust Agreement with respect to the Series 2019A Certificates, as appropriate.

"Assignment Agreement" shall mean the Series 2004 Assignment Agreement dated as of June 1, 2004, between the Corporation and the Trustee.

"Certificates" or "Series of Certificates" shall mean collectively, the Series 2012A Certificates allocable to the Series 2004-1 Lease and the Series 2019A Certificates.

"Commencement Date" for the Series 2004-1 Lease is June 30, 2004.

"Continuing Disclosure Certificate" shall mean (i) that certain Disclosure Dissemination Agent Agreement, dated May 9, 2012, between the School Board and Digital Assurance Certification, L.L.C. ("DAC"), in connection with the issuance of the Series 2012A Certificates and (ii) that certain Disclosure Dissemination Agent Agreement, dated [CLOSING DATE], between the School Board and DAC. in connection with the issuance of the Series 2019A Certificates (collectively, the "Continuing Disclosure Certificate").

"Lease Payment Dates" shall mean with respect to the Series 2004-1 Lease,

- (a) as to the principal portion of Basic Lease Payments,
- (i) as to the Series 2012A Principal June 15, 2014, and each June 15 thereafter; and
- (iii) as to the Series 2019A Principal, [June 15, 2020], and each June 15 thereafter;
- (b) as to Series 2012A Interest, each June 15 and December 15, commencing June 15, 2012; and
- (d) as to Series 2019A Interest, each June 15 and December 15, commencing [December 15, 2019].
- "Series 2004 Assignment Agreement" shall mean the Series 2004 Assignment Agreement dated as of June 1, 2004, between the Corporation and the Trustee.
- "Series 2004 Ground Lease" shall mean the Series 2004 Ground Lease dated as of June 1, 2004, between the School Board and the Corporation, as amended by Amendment No. 1 to Series 2004 Ground Lease dated as of June 1, 2006, between the School Board and the Trustee, as assignee of the Corporation.
  - "Series 2004-1 Facilities" shall mean the Facilities described in this Schedule 2004-1.
- "Series 2004-1 Facility Sites" shall mean the Facility Sites described in this Schedule 2004-1 ground leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.
- "Series 2012A Certificates" shall mean the outstanding Certificates of Participation, Series 2012A dated May 9, 2012, issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.
- "Series 2012A Supplemental Trust Agreement" shall mean the Series 2012A Supplemental Trust Agreement dated as of May 1, 2012, between the Corporation and the Trustee, as the same may be amended or supplemented from time to time.

"Series 2019A Certificates" shall mean the \$[PAR A] Certificates of Participation, Series 2019A dated [CLOSING DATE], issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

"Series 2019A Supplemental Trust Agreement" shall mean the Series 2019A Supplemental Trust Agreement dated as of [DOCUMENT DATE], between the Corporation and the Trustee, as the same may be amended or supplemented from time to time.

- **Section 2.** <u>Lease Term.</u> The total of all Lease Terms of the Series 2004-1 Lease is expected to be approximately twenty-five (25) years consisting of an "Original Term" of one day, June 30, 2004, and twenty-five (25) Renewal Terms, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2004, and ending June 30, 2029, provided that on such date no Series 2004C Certificates, Series 2012A Certificates or Series 2014A Certificates are "Outstanding" under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article III of the Master Lease.
- **Section 3.** <u>Series 2004-1 Facilities Lease Purchased.</u> The Series 2004-1 Facilities lease-purchased under the Series 2004-1 Lease are described in <u>Exhibit A</u> hereto. The School Board reserves the right to substitute other facilities for the facilities set forth herein, in accordance with the requirements of the Master Lease.
- section 4. Series 2004-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2004-1 Facility Sites ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are set forth in Exhibit B hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2004 Ground Lease.

# Section 5. <u>Application of Certain Proceeds of Series 2012A Certificates and</u> the Series 2019A Certificates.

(a) Pursuant to the provisions of Section 402 of the Series 2012A Supplemental Trust Agreement, the Trustee deposited the following sums attributable to the Series 2004-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2012A Certificates and from amounts provided by, or on behalf of, the School Board:

Amount

Amount	Account
\$36,454,769.70	Escrow Deposit Trust Fund
67,353.58	Series 2012A Cost of Issuance Subaccount

(b) Pursuant to the provisions of Section 402 of the Series 2019A Supplemental Trust Agreement, the Trustee shall deposit the following sums attributable to the Series 2004-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2019A Certificates and from amounts provided by, or on behalf of, the School Board:

<u>Amount</u> <u>Account</u>

\$ Series 2004D Prepayment Account*
\$ Series 2004D Lease Payment Account**
\$ Series 2019A Cost of Issuance Subaccount

<sup>\*</sup> To be used to prepay the Series 2014A Certificates.

# Section 6. Basic Lease Payments.

(a) The principal portion of the Basic Lease Payments, the Lease Payment Dates with respect to the principal portion and the remaining principal portion with respect to the Series 2004-1 Facilities to be lease purchased are set forth in <a href="Exhibit C">Exhibit C</a>. The Schedule of Basic Lease Payments shall be no less than the principal payments with respect to the portion of the Series 2012A Certificates and Series 2019A Certificates relating to the Series 2004-1 Facilities and shall only be amended in the event of:

<u>Series 2012A Certificates:</u> a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2012A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2012A Certificates pursuant to Section 301 or 303 of the Series 2012A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement; or

<u>Series 2019A Certificates:</u> a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2019A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2019A Certificates pursuant to Section 301 or 303 of the Series 2019A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

- (b) As set forth in Exhibit C attached hereto,
- (i) the Series 2012A Interest shall be payable on each June 15 and December 15, commencing June 15, 2012, and
- (ii) the Series 2019A Interest shall be payable on each June 15 and December 15, commencing [December 15, 2019].

# Section 7. Additional Lease Payments.

(i) Additional Lease Payments with respect to the Series 2012A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2004-1 Lease and the Series 2004-2 Lease, except as otherwise provided herein, by the School Board on the following dates:

<sup>\*\*</sup> To be disbursed by the Trustee to the 2004D Swap Provider, amounts owed pursuant to the Series 2014A Interest Rate Exchange Agreement.

1. Trustee Fees: Annual fee of \$3,000.00 payable annually in advance on May

of each year.

2. Trustee Expenses: Expenses billed at cost. Trustee closing expense of \$50.00.

Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the

Master Lease or Trust Agreement.

(ii) Additional Lease Payments with respect to the Series 2019A Certificates consist of the following amounts paid or to be paid with respect to the Series 2004-1 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,000.00 payable annually in advance on May

of each year.

2. Trustee Expenses: Expenses billed at cost. Trustee closing expense of \$50.00.

Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the

Master Lease or Trust Agreement.

**Section 8. Prepayment Provisions.** In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portions of the Basic Lease Payments due as provided in Section 6 of this Schedule 2004-1 are subject to the following prepayment provisions:

#### A. Optional Prepayment

- (1) Series 2012A Principal.
- (a) The principal portion of Basic Lease Payments represented by the Series 2012A Certificates due on or before June 15, 2022, shall not be subject to prepayment at the option of the School Board.
- (b) The principal portion of Basic Lease Payments represented by the Series 2012A Certificates due on or after June 15, 2023, shall be subject to prepayment on or after June 15, 2022, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of such Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to the principal portion of such Basic Lease Payments to be prepaid, without premium, plus the interest portion of such Basic Lease Payments accrued to the Prepayment Date.
  - (2) Series 2019A Principal. [To Follow]

#### B. <u>Extraordinary Prepayment</u>

(1) *Series 2012A Certificates.* 

The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by the Series 2012A Certificates.

Notwithstanding anything in the Series 2004-1 Lease to the contrary, in lieu of the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, the amount that would be allocable to the Series 2012A Certificates had they been subject to the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

Such Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2004-1 Lease as fully as if they were the originally leased Series 2004-1 Facilities or (2) at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Series 2004 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

The principal portion of Basic Lease Payments due under the Series 2004-1 Lease represented by the Series 2012A Certificates shall be subject to prepayment in the event the Series 2004-1 Lease terminates prior to payment in full of all of the Basic Lease Payments due thereunder, to the extent the Trustee has moneys available for such purposes pursuant to the Series 2012A Trust Agreement and the Series 2004-1 Lease, to the extent and subject to the limitations provided in the Master Lease.

# (3) Series 2019A Certificates.

The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by the Series 2019A Certificates.

Notwithstanding anything in the Series 2004-1 Lease to the contrary, in lieu of the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, the amount that would be allocable to the Series 2019A Certificates had they been subject to the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

Such Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2004-1 Lease as fully as if they were the originally leased Series 2004-1 Facilities or (2) at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Series 2004 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

The principal portion of Basic Lease Payments due under the Series 2004-1 Lease represented by the Series 2019A Certificates shall be subject to prepayment in the event the Series 2004-1 Lease terminates prior to payment in full of all of the Basic Lease Payments due thereunder, to the extent the Trustee has moneys available for such purposes pursuant to the

Series 2019A Trust Agreement and the Series 2004-1 Lease, to the extent and subject to the limitations provided in the Master Lease.

# **Section 9. Other Special Provisions.**

- **A.** <u>Representations.</u> (1) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2004-1 Facility Sites, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2004-1 Facilities.
- (2) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease as of February 27, 2014, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2004-1, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease as of February 27, 2014, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2004-1, and except as otherwise provided below.
- (3) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2004-1 under any Lease, Ground Lease or the Trust Agreement.
- Continuing Disclosure Undertaking. The School Board hereby agrees to В. comply with the terms of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2004-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2012A Certificates or Series 2019A Certificates, shall) or any Holder of the Series 2012A Certificates or Series 2019A Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9B. For purposes of this Section 9B, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2012A Certificates or Series 2019A Certificates (including persons holding Series 2012A Certificates or Series 2019A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2012A Certificates or Series 2019A Certificates for federal income tax purposes.
- C. <u>Section 5.4(b) of the Master Lease</u>. For purposes of the Series 2004-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:
  - (b) Option B Deposit to Lease Payment Account or Acquisition Account. Provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Facilities as

damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of subparagraph (a) set forth above. If the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities and (ii) equal to or less than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then such Net Proceeds may, at the option of the School Board, (x) be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof or (y) deposited in the Acquisition Account for the Series of Certificates relating to such Facilities and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities. If the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then the Net Proceeds shall be deposited in the Acquisition Account for the Series of Certificates relating to such Facilities and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities; provided, however, at the direction of the School Board, with the consent of the Credit Facility Issuer, if any, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof.

**D.** Section 6.4 of the Master Lease. The following shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2004-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates representing an interest in the Basic Lease Payments made under this Schedule 2004-1. Purchase of the Series 2019A Certificates, except initial purchase by a Participating Underwriter, shall constitute consent by holders of the Series 2019A Certificates.

**SECTION 6.4.** Substitution of Facilities. To the extent permitted by law, on or after the Completion Date the School Board may substitute for any Facilities other facilities owned by the School Board, provided such substituted facilities (a) have the same or a greater remaining useful life, (b) have a fair market value equal to or greater than the Facilities for which they are substituted, (c) are of substantially equal utility as the Facilities to be replaced and meet the requirement of Section 5.9 hereof, (d) are free and clear of all liens and encumbrances, except Permitted Encumbrances and (e) are approved by the State Department of Education. In addition, to the extent permitted by law, prior to the Completion Date the School Board may release and/or substitute for any Facilities to be acquired, constructed and installed under a particular Schedule other facilities to be acquired, constructed and installed, provided that (1) any substituted facilities satisfy the requirements of clauses (a), (c), (d) and (e) above

and (2) following such substitution and/or release, the sum of (x) with respect to Facilities for which a Certificate of Acceptance has not been delivered, the Cost of the acquisition, construction and installation of the Facilities plus (y) with respect to Facilities for which a Certificate of Acceptance has been delivered, the fair market value of the Facilities, financed under the Schedule from which the Facilities are to be substituted and/or released is greater than or equal to the remaining principal portion of Basic Lease Payments due under such Schedule. In order to effect such substitution, the Facilities to be replaced shall be released from the encumbrance of the related Lease and Ground Lease by appropriate instrument executed by the School Board and the Corporation (or Trustee as assignee of the Corporation) in form sufficient to leave good and marketable fee simple title to such Facilities in the School Board subject only to Permitted Encumbrances, and the Facilities to be substituted shall likewise be incorporated in the appropriate Lease and Ground Lease modifications. The related Schedule shall be appropriately amended, and the related Ground Lease shall be amended or canceled and replaced, to reflect such substitution.

There shall also be delivered at the time of substitution an Opinion of Counsel as described in Section 6.1 hereof with respect to the substitute Facility Site.

For purposes hereof, "fair market value" shall be determined on the basis of an MAI appraisal performed by an appraiser jointly selected by the School Board and the Trustee.

**E.** Section 9.4 of the Master Lease. The following shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2004-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates representing an interest in the Basic Lease Payments made under this Schedule 2004-1. Purchase of the Series 2019A Certificates, except initial purchase by a Participating Underwriter, shall constitute consent by holders of the Series 2019A Certificates.

SECTION 9.4. Amendments. The terms of this Master Lease and any Schedule shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board with the consent of the Credit Facility Issuer, if any, if required under the terms of the Trust Agreement. Except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be required. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of the Credit Facility Issuer, if any, or of Holders of the affected Certificates, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof or (4) releasing a Facility or portion thereof if

such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof.

F. Release of Series 2004-1 Facilities. The following provision shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2004-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates or with the consent of the Series 2004 Credit Facility Issuer, if any, in lieu of the consent of the holders of the Certificates it insures. Purchase of the Series 2019A Certificates, except initial purchase by a Participating Underwriter, shall constitute consent by holders of the Series 2019A Certificates.

Notwithstanding anything to the contrary in the Master Lease, one or more Series 2004-1 Facilities financed by the Series 2004-1 Lease may be released from the lien of such Lease if after the release of the Facility or Facilities the total construction cost of remaining Series 2004-1 Facilities exceeds the remaining principal portion of the Basic Lease Payments payable under the Series 2004-1 Lease. The Series 2004-1 Facilities released under this Section 9.F. shall be deemed to be paid and fee simple title to such Series 2004-1 Facilities shall vest in the School Board free and clear of all encumbrances except Permitted Encumbrances.

The Corporation hereby appoints the School Board as its agent to prepare and file or record in appropriate offices such documents as may be necessary to cause record title to such Series 2004-1 Facilities to vest in the School Board. The Corporation agrees to immediately execute a warranty deed for the Series 2004-1 Facilities and an assignment of all its right, title, and interest to such Series 2004-1 Facilities under the Series 2004-1 Lease and Series 2004 Ground Lease to the School Board, and shall execute an amendment to Schedule 2004-1, as well as all other instruments necessary to vest good and marketable fee simple title to the released Series 2004-1 Facility or Series 2004-1 Facilities in the School Board subject only to Permitted Encumbrances. The Series 2004 Ground Lease shall then be modified, as provided therein. The Corporation shall request the execution of such instruments by the Trustee as may be necessary to effect the conveyance described herein.

- G. Series 2004 Ground Lease and Assignment Agreement. The parties hereto agree that any reference in the Series 2004 Ground Lease and the Assignment Agreement to Series 2004 Certificates, Series 2004 Certificate holders, and Series 2004 Credit Facility Issuer shall be deemed to also be references to the Series 2012A Certificates, the Series 2012A Certificate holders, the Series 2019A Certificates and the Series 2019A Certificate holders, respectively, and any other Certificates representing an undivided proportionate interest in a portion of the Basic Lease Payments payable under the Series 2004-1 Lease and the holders of such Certificates, each as their interests may appear. This provision shall survive the termination of the Series 2004-1 Lease.
- **H.** <u>Effective Date</u>. Schedule 2004-1, as amended and restated as of [DOCUMENT DATE], shall be effective [CLOSING DATE].

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Trustee has caused this Amended and Restated Schedule 2004-1 to be executed in its corporate name by its duly authorized officers, the School Board has caused this Amended and Restated Schedule 2004-1 to be executed in its name by its duly authorized members or officers, and the Corporation has caused this Amended and Restated Schedule 2004-1 to be executed in its name by its duly authorized members or officers, all as of [DOCUMENT DATE].

[SEAL]	BROWARD SCHOOL BOARD LEASING CORP.
Attest:	
By: <u>Do not sign</u>	By: Do not sign
Robert W. Runcie Secretary	Heather P. Brinkworth President
[SEAL]	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Attest:	
By: <u>Do not sign</u>	By: <i>Do not sign</i>
Robert W. Runcie Secretary	Heather P. Brinkworth Chair
	U.S. BANK NATIONAL ASSOCIATION
	By: <i>Do not sign</i>
	Michael C. Daly
	VICA PRACICIANT

SCHEDULE I

# Series 2004-1 Facility Sites – Shared Collateral

<u>Facility</u>	Amount Financed Under <u>Schedule 2004-1</u>	Related Schedule	Amount Financed Under Related <u>Schedule</u>	Total Amount (Related Schedule and Schedule 2004-1)	Percent Allocable to Schedule <u>2004-1</u>	Percent Allocable to Related <u>Schedule</u>
Apollo Middle School	\$5,745,979	2008A-1	\$11,381,963	\$17,127,942	33.55%	66.45%
Pompano Beach Middle School	7,181,010	2008A-1	10,051,109	17,232,119	41.67%	58.33%
	<u>\$12,926,989.00</u>		<u>\$21,433,072.00</u>	<u>\$34,360,061.00</u>		

# **EXHIBIT A TO SCHEDULE 2004-1**

# A. General Description of the Series 2004-1 Facilities to be Lease Purchased:

#### SCHOOL DESCRIPTION

# SCHEDULED OPENING

Apollo Middle – A 14 classroom addition at the existing middle school located at 6800 Arthur Street in the City of Hollywood. This addition adds approximately 20, 255 gross square feet of permanent building to the campus and houses grades 6-8 students. This addition provides 14 general classrooms, teacher planning, custodial closets and restrooms and adds approximately 392 student stations to the school's capacity.

December 6, 2005

<u>Boulevard Heights Elementary</u> – A cafeteria replacement at the existing elementary school located at 7201 Johnson Street in the City of Hollywood. This replacement will total approximately 19,155 gross square feet. This cafeteria space serve the 977 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

November 18, 2005

Broadview Elementary – An eight classroom addition at the existing elementary school located at 1800 Southwest 62<sup>nd</sup> Avenue in the City of Pompano Beach. This addition adds approximately 30,249 gross square feet of permanent building to the campus and houses K-5 students. This addition provides four primary and four intermediate classrooms, custodial areas and student/staff/public restrooms, and adds approximately 212 student stations to the school's capacity.

July 16, 2005

<u>Central Park Elementary</u> – A 16 classroom addition at the existing elementary school located at 777 North Nob Hill Road in the City of Plantation. This addition adds approximately 11,639 gross square feet of permanent building to the campus and houses K-5 students. This addition also provides four primary and four intermediate classrooms, custodial closets and student/staff/public restrooms and adds approximately 212 student stations to the school's capacity.

September 1, 2006

<u>Cooper City Elementary</u> – A cafeteria replacement at the existing elementary school located at 5080 Southwest 92<sup>nd</sup> Avenue in the City of Cooper City. This replacement totals approximately 18,956 gross square feet and serves the 1,016 students currently attending this elementary school. It also provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

June 21, 2005

New Elementary School "Y" – This school located in the City of Miramar has 122,215 gross square feet and a student capacity of 1,092. It houses grades K-5 and has seven kindergarten classrooms, 21 primary classrooms, 14 intermediate classrooms, two skills development labs, music lab, art lab, physical education, administration, custodial, food service, multipurpose room, stage, textbook storage, media center and student/staff/public restrooms.

July 1, 2005

Fox Trail Elementary – A 20 modular classroom addition at the existing elementary school located at 1250 Nob Hill Road in the Town of Davie. This addition added approximately 20,000 square feet of permanent building to the campus and houses K-5 students. This addition also provides ten primary and ten intermediate classrooms and student restrooms and adds approximately 380 student stations to the school's capacity.

October, 2004

<u>Harbordale Elementary</u> – A cafeteria replacement at the existing elementary school located at 900 Southeast 15<sup>th</sup> Street in the City of Fort Lauderdale. This replacement totals approximately 16,335 gross square feet and serves some 460 students currently attending this elementary school. It also provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, and student/staff/public restrooms. The existing administration building was remodeled and expanded to include approximately 2,496 additional gross square feet.

May 20, 2006

Meadowbrook Elementary – A cafeteria replacement at the existing elementary school located at 2400 Southwest 46<sup>th</sup> Avenue in the City of Fort Lauderdale. This replacement totals approximately 18,956 gross square feet and serves the 658 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

September 30, 2006

New Middle School "OO" – This school, located at 201 Southwest 172<sup>nd</sup> Avenue in the City of Pembroke Pines, has approximately 221,200 gross square feet and a student capacity of 1,789 and houses grade 6-8 students. This school has 44 general classrooms, six resource rooms, three skills development labs, 12 science labs, vocal and band music, two art labs, physical education, five technical labs, administration and guidance, custodial, food service, media center, multipurpose/stage, student, staff and public restrooms.

November, 2006

Nob Hill Elementary – An 8 classroom addition at the existing elementary school located at 2100 Northwest 104<sup>th</sup> Avenue in the City of Sunrise adds approximately 17,000 gross square feet of permanent building to the school and houses K-5 students. This addition provides two kindergarten, five primary and five

April 30, 2004

intermediate classrooms, custodial closets and student/staff/public restrooms and adds approximately 228 student stations to the schools' capacity.

North Fork Elementary – A 4 classroom addition at the existing elementary school located at 101 Northwest 15<sup>th</sup> Avenue in the City of Fort Lauderdale. This addition adds approximately 5,579 gross square feet of permanent building to the campus and houses K-5 students. This addition provides four skills development labs, custodial closets and student restrooms.

Palm Cove Elementary – A 12 classroom addition at the existing elementary school located at 11601 Washington Street in the City of Pembroke Pines. This addition adds approximately 20,398 gross square feet of permanent building to the school and houses K-5 students. This addition provides six primary and six intermediate classrooms, custodial closets and student/staff/public restrooms and adds approximately 318 student stations to the schools' capacity.

<u>Pasadena Lakes Elementary</u> – A 6 classroom addition at the existing elementary school located at 8801 Pasadena Boulevard in the City of Pembroke Pines, this addition adds approximately 6,000 gross square feet of permanent building to the campus and houses K-5 students. This addition provides six primary classrooms, custodial closets and student/staff/public restrooms and adds approximately 114 student stations to the school's capacity.

Perry, Annabel C. Elementary – A 12 classroom addition and cafeteria replacement at the existing school located at 6850 Southwest 34<sup>th</sup> Street in the City of Miramar, this addition adds approximately 38,700 gross square feet of permanent building to the school. The cafeteria space serves some 716 students currently attending this elementary school and provides four primary classrooms, a music lab, physical education storage, a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, and student/staff/public restrooms. It adds approximately 318 student stations to the school's capacity.

<u>Pompano Beach Middle</u> – An eight classroom addition and a cafeteria/kitchen/multipurpose/stage project at the existing school located at 310 Northeast 6<sup>th</sup> Street in the City of Pompano Beach. This addition add approximately 53,030 gross square feet of permanent building to the school and houses grades 6-8 students. This addition provides eight general classrooms, custodial closets and student/public restrooms and adds approximately 224 student stations to the school's capacity.

Quiet Waters Elementary – A 16 modular classroom addition at the existing elementary school located at 4150 West Hillsboro Boulevard in the City of Deerfield Beach, this addition adds

February 4, 2006

November 22, 2005

August 22, 2004

July, 2005

February 15, 2006

October 1, 2004

approximately 14,000 square feet of permanent building to the campus and houses K-5 students. This addition provides seven primary and seven intermediate classrooms and student restrooms and adds approximately 266 student stations to the school's capacity.

<u>Sheridan Park Elementary</u> – A five classroom addition and cafeteria replacement at the existing school located at 2310 North 70<sup>th</sup> Terrace in the City of Hollywood. This addition adds approximately 34,389 gross square feet of permanent building to the school. The cafeteria space serves some 846 students currently attending this elementary school and provides four primary classrooms, a music lab, physical education storage, a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, and student/staff/public restrooms. It adds approximately 240 student stations to the school's capacity.

Stirling Elementary – A six classroom addition at the existing elementary school located at 5500 Stirling Road in the City of Hollywood. This addition added approximately 6,000 gross square feet of permanent building to the campus and houses K-5 students. This addition provide six primary classrooms, custodial closets and student/staff/public restrooms and adds approximately 114 student stations to the school's capacity.

<u>Tropical Elementary</u> – A cafeteria replacement at the existing elementary school located at 1500 Southwest 66<sup>th</sup> Avenue in the City of Plantation. This replacement totals approximately 18,956 gross square feet and serves the 959 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

<u>Village Elementary</u> – A remodel, renovation and expansion of the existing school located at 2100 Northwest 70<sup>th</sup> Avenue in the City of Sunrise, the expansion includes a cafeteria replacement totaling approximately 19,897 gross square feet. This cafeteria space serves some 1,014 students currently attending this elementary school and provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial closets, teacher lounge and student/public restrooms. The existing cafeteria building of approximately 4,888 square feet was be remodeled into four intermediate classrooms.

Westchester Elementary – A 16 modular classroom addition at the existing elementary school located at 12405 Royal Palm Boulevard in the City of Coral Springs, this addition adds approximately 16,000 square feet of permanent building to the campus and houses K-5 students. This addition provides eight primary and eight

March 15, 2006

August 15, 2004

September 30, 2006

December 31, 2005

October 1, 2004

intermediate classrooms and student restrooms. It adds approximately 304 student stations to the school's capacity.

Winston Park Elementary – A 20 modular classroom addition at the existing elementary school located at 4000 Winston Park Boulevard in the City of Coconut Creek. This addition adds approximately 20,000 square feet of permanent building to the campus and houses K-5 students. This addition provides ten primary and ten intermediate classrooms and student restrooms. It adds approximately 380 student stations to the school's capacity.

<u>Dolphin Bay Elementary School</u> – This school located at 16450 Miramar Parkway in the City of Miramar has approximately 117,000 gross square feet and a student capacity of 830. It houses grades K-5 and has 28 primary classrooms, 14 intermediate classrooms, three skills development labs, a music lab, an art lab, physical education, administration, custodial and food service facilities, a multipurpose room, a stage, textbook storage, a media center and student/staff/public restrooms.

October 1, 2004

August 1, 2007

# B. Estimated Cost of the Series 2004-1 Facilities to be Lease Purchased:

			<b>Total Estimated</b>
<b>Facility</b>	<b>Planning</b>	<b>Construction</b>	Project Cost(1)
Apollo Middle	\$1,155,189	\$4,590,790	\$5,745,979
Boulevard Heights	1,303,877	4,856,153	6,160,030
Elementary			
Broadview Elementary	460,546	6,140,611	6,601,157
Central Park Elementary	265,644	3,541,914	3,807,558
Cooper City Elementary	259,656	3,462,083	3,721,739
New Elementary "Y"	1,221,525	16,287,000	17,508,525
Fox Trail Elementary	225,000	3,000,000	3,225,000
Harbordale Elementary	528,784	7,050,454	7,579,238
Dolphin Bay Elementary	1,828,586	22,857,323	24,685,909
Meadowbrook Elementary	1,137,826	4,526,120	5,663,946
New Middle School "OO"	5,875,620	46,346,051	52,221,671
Nob Hill Elementary	79,951	1,066,012	1,145,963
North Fork Elementary	577,784	2,151,896	2,729,680
Palm Cove Elementary	362,586	4,834,478	5,197,064
Pasadena Lakes Elementary	72,270	963,598	1,035,868
Perry, Annabel C.	2,021,325	7,528,210	9,549,535
Elementary			
Pompano Beach Middle	1,457,194	5,723,816	7,181,010
Quiet Waters Elementary	157,500	2,100,000	2,257,500
Sheridan Park Elementary	461,743	6,156,573	6,618,316
Stirling Elementary	79,629	1,061,722	1,141,351
Tropical Elementary	1,137,826	4,540,490	5,678,316
Village Elementary	1,300,704	4,844,338	6,145,042
Westchester Elementary	180,000	2,400,000	2,580,000
Winston Park Elementary	<u>225,000</u>	3,000,000	3,225,000
TOTAL	\$22,375,765.	<b>\$169,029,632</b>	<b>\$191,405,397.0</b>
	<u>00</u>	<u>.00</u>	<u></u>

<sup>(1)</sup> Any moneys remaining upon completion of Series 2004-1 Facilities will be spent on District-Wide Comprehensive Needs, including, without limitation, remodeling and renovations to correct safety issues, remediate indoor air quality issues and to upgrade facilities for Americans with Disabilities Act (ADA) compliance at existing facilities throughout the District. Upon termination of the Master Lease, the District-Wide Comprehensive Needs projects are not subject to the exercise of remedies by the Trustee.

#### **EXHIBIT B TO SCHEDULE 2004-1**

#### Series 2004-1 Facility Sites to be Ground Leased

#### A. DESCRIPTION OF REAL ESTATE

# Apollo Middle School

A PORTION OF PARCEL "A" SCHOOL SITE 0970, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, AT PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST; THENCE SOUTH 87° 40' 01" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST FOR A DISTANCE OF 423.44'; THENCE NORTH 02° 19' 59" WEST. AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE. A DISTANCE OF 304.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 0.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 0.67 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 26.67 FEET; THENCE SOUTH 87°41'11" WEST FOR A DISTANCE OF 22.85 FEET; THENCE NORTH 02° 27' 42" EAST FOR A DISTANCE OF 17.83 FEET: THENCE SOUTH 87° 32' 18" EAST FOR A DISTANCE OF 2.25 FEET; THENCE SOUTH 02° 27' 42" WEST FOR A DISTANCE OF 1.33 FEET; THENCE SOUTH 87° 32' 18" EAST FOR A DISTANCE OF 0.67 FEET; THENCE NORTH 02° 27' 42" EAST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 87° 32' 18" WEST FOR A DISTANCE OF 0.67 FEET: THENCE SOUTH 02° 27' 42" WEST FOR A DISTANCE OF 2.00 FEET; THENCE NORTH 87° 32' 18" WEST FOR A DISTANCE OF 2.25 FEET; THENCE NORTH 02° 27' 42" EAST FOR A DISTANCE OF 23.33 FEET; THENCE NORTH 87° 34' 44" WEST FOR A DISTANCE OF 4.56 FEET; THENCE NORTH 02° 19' 31" WEST FOR A DISTANCE OF 13.21 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 6.67 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 29.33 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 22.00 FEET; THENCE NORTH 02°18'49" WEST FOR A DISTANCE OF 2.33 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 30.92 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 6.83 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 19.33 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 7.92 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 7.67 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 4.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 48.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 25.92 FEET: THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 5.83 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 14.67 FEET; THENCE SOUTH 87° 41' 1" WEST FOR A DISTANCE OF 8.83 FEET; THENCE SOUTH 02° 8' 49" EAST FOR A DISTANCE OF 14.00 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 4.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 6.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 4.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 45.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 2.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 0.67 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 52.33 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 3.58 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 29.33 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 7.50 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 24.67 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 7.50 FEET; THENCE NORTH 87° 41' 11" EAST A DISTANCE OF 43.92 FEET TO THE POINT OF BEGINNING;

ALL OF THE FOREGOING CONTAINING 14,654 SQUARE FEET (0.34 ACRES), MORE OR LESS.

# **Boulevard Heights Elementary School**

A PORTION OF LOTS 7, 8, 9, 10, 11, AND 12, BLOCK 10 "BOULEVARD HEIGHTS SECTION FIVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, AT PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE NORTHEAST CORNER OF BLOCK 11 , SAID "BOULEVARD HEIGHTS SECTION FIVE", THENCE SOUTH 87° 36' 06" WEST, ALONG THE NORTH BOUNDARY OF SAID BLOCK 11 AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 191.04 TO A POINT ON THE NORTH BOUNDARY OF SAID BLOCK 10; THENCE SOUTH 02° 23' 54" EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 379.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 75.25 FEET; THENCE SOUTH 02° 24' 22" EAST A DISTANCE OF 18.92 FEET; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 2.33 FEET; THENCE SOUTH 02° 24' 21" EAST A DISTANCE OF 123.82 FEET; THENCE NORTH 87° 36' 14" EAST A DISTANCE OF 79.50 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 17.17 FEET; THENCE NORTH 87° 35' 39" EAST A DISTANCE OF 3.83 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 106.67 FEET; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 5.75 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 106.67 FEET; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 5.75 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 18.92 FEET 10 THE POINT OF BEGINNING;

ALL OF THE FOREGOING CONTAINING 11,677 SQUARE FEET (0.27 ACRES), MORE OR LESS.

#### **Broadview Elementary School**

A Parcel of land in Section 12, Township 49 South, Range 41 East in Broward County, Florida and being more particularly described as follows:

Commencing (1) at the Northwest corner of said Section 12 thence South 00°00'00" West on the East boundary of said Section 12, a distance of 1065.18 feet; thence North 88°55'27" West, a

distance of 350.00 feet, thence South 00°00'00" West, a distance of 320.00 feet, thence North 88°55'27" West, a distance of 131.48 feet to the point of beginning (1); thence continuing North 88°55'27" West, a distance of 164.83 feet; thence North 01°04'33" East, a distance of 83.37 feet; thence South 88°55'27" East, a distance of 164.83 feet to a Reference Point "A"; thence South 01°04'33" West a distance of 83.37 feet to the point of beginning (1).

Said lands situate, lying and being in Broward County, Florida and containing 13,742 square feet of (0.32 Acres) more or less.

# Together With:

Commencing (2) at the aforementioned Reference Point "A"; thence North 01°04'33" East, a distance of 40.10 feet; thence North 88°55'27" West a distance of 29.00 feet to the Point of Beginning (2); thence continuing North 88°55'27" West, a distance of 120.00 feet; thence North 01°04'33' East, a distance of 10.00 feet; thence North 88°55'27" West a distance of 70.00 feet, thence North 01°04'33" East a distance of 65.20 feet; thence South 88°55'27" East a distance of 83.00 feet; thence North 01°04'33" East a distance of 25.00 feet; thence South 88°55'27" East a distance of 88.00 feet; thence South 01°04"33' West a distance of 25.00 feet; thence South 88°55'27" East, a distance of 34.00 feet; thence South 01°04'33" West a distance of 53.20 feet; thence North 88°55'27" West, a distance of 15.00 feet; thence South 01°04"33' West, a distance of 22.00 feet to the Point of Beginning (2).

Said lands situate, lying and being in Broward County, Florida and containing 16,586 square feet or (0.38 Acres) more or less.

# Central Park Elementary School

A portion of Tract 2640, School Site 2640, according to the Plat thereof, as recorded in Plat Book 143, Page 44 of the Public Records of Broward County, Florida more particularly described as follows:

Commence at the North West corner of said Tract 2640, thence South 00°31'44" East along the West boundary of said Tract 2640, a distance of 246.76 feet; thence North 89°28'16" East, a distance of 68.45 feet to the point of beginning; thence North 45°14'01" East, a distance of 128.92 feet to a point hereafter known as Reference Point #1; thence South 44°45'59" East a distance of 38.00 feet; thence South 45°14'01" West a distance of 128.92 feet; thence North 44°45'59" West, a distance of 38.00 feet to the point of beginning.

#### Together with:

Commence at said Reference Point #1; thence North 45°14'01" East a distance of 8.04 feet to the point of beginning; thence North 44°45'59" West, a distance of 23.00 feet; thence North 45.14.01" East, a distance of 38.00 feet; thence South 44°45'59" East, a distance of 128.92 feet; thence South 45°14'01" West, a distance of 38.00 feet. Thence North 44°45'59" West a distance of 105.92 feet to the point of beginning.

Said lands lying in the City of Plantation, Broward County, Florida and containing 9,798 square feet (0.225 Acres) more or less.

# Cooper City Elementary School

A portion of Tract "D" COOPER COLONY ESTATES SECTION ONE, according to the Plat thereof, as recorded in Plat Book 49, Page 17 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commencing at the Northeast corner of said Tract "D"; thence South 79°46'23" West on the North line of said Tract "D", a distance of 48.26 feet; thence South 10°09'40" East, a distance of 195.91 feet to the Point of Beginning; thence continue South 10°09'40" East, a distance of 112.00 feet; thence South 79°50'20" West, a distance of 55.58 feet; thence South 10°09'40" East, a distance of 4.00 feet; thence South 79°50'20" West a distance of 92.00 feet, thence North 10°09'40" West, a distance of 28.00 feet; thence North 79°50'20" East a distance of 17.33 feet; thence North 10°09'40" West, a distance of 92.00 feet, thence North 79°50'20" East, a distance of 55.25 feet; thence South 10°09'40" East, a distance of 4.00 feet; thence North 79°50'20" East, a distance of 75.00 feet to the Point of Beginning.

Said land situate lying and being in the City of Miramar, Broward County, Florida and containing 15,593 square feet, more or less.

# New Elementary School "Y"

Parcel "B" PUBLIC SCHOOL SITE, of Huntington Section Two School and Park Plat, according to the Plat thereof as recorded in Plat Book 165, at Page 4, of the Public Records of Broward County, Florida.

# Fox Trail Elementary School

A portion of Tract "A" of "CALUSA RIDGE", according to the Plat thereof as recorded in Plat Book 147, Page 47, of the Public Records of Broward County, Florida, described as follows:

Commence at the Northeast corner of said Tract A; thence on a grid North bearing of North 75°15'16" West along the North line of said Tract A, 405.08 feet; thence South 14°44'44" West 139.82 feet to the Point of Beginning; thence South 13°46'04" East 261.34 feet; thence South 77°28'00" West 237.85 feet; thence North 13°33'38" West 268.64 feet; thence North 77°18'00" East 236.89 feet to the Point of Beginning. Said lands situate, lying and being in the Town of Davie, Broward County, Florida, and containing 61,941 square feet (1.42) acres) more or less.

#### Harbordale Elementary School

A portion of Parcel "A" of "Harbordale" according to the Plat thereof as recorded in Plat Book 41, Page 9 of the Public Records of Broward County, Florida, said portion more particularly described as follows:

Begin at the Southeast corner of said Parcel "A"; thence along the South line of said Parcel A, on an assumed bearing of North 90°00'00" West 233.17 Feet; thence North 00°00'00" East 103.99 Feet; thence North 90°00'00" East 136.96 Feet; thence North 00°00'00" East 37.54 Feet; thence North 90°00'00" East 41.87 Feet; thence North 00°00'00" East 48.87 Feet; thence North 90°00'00" East 54.27 Feet; thence along the East line of said Parcel "A", South 00°01'13" East 190.40 feet to the point of beginning.

Said Lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida containing 30509 Square Feet (0.700 Acres) more or less.

Together with another portion of said Parcel "A" described as follows:

Begin at the Northeast corner of said Parcel A; thence along the East line of said Parcel A, South 00°02'04" East 179.86 feet; thence North 90°00'00" West 137.95 Feet; thence North 00°00'00" East 35.41 Feet; thence North 90°00'00" West 58.90 feet; thence North 00°00'00" East 144.46 Feet; thence along the North line of said Parcel A, South 89°59'47" East 196.75 Feet to the point of beginning. Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 33313 Square Feet (0.765 Acres) more or less.

# Meadowbrook Elementary School

A portion of Tract 3 of Tier 14, in the N.E. 1/4 of the S.W. 1/4 of Section 13 Township 50 South, Range 41 East of NEWMAN'S SURVEY as recorded in Flat Book 2, Page 26, of the Public Records of Dade County, Florida and be .g more particularly described as follows:

COMMENCE at the Northwest corner of said Tract 3 of Tier 14; thence South 75'08'29" East, along a portion of the North line of said Tract 3 a distance of 306.06 feet; Thence South 00'10'58" West, a distance of 225.36 feet to the POINT OF BEGINNING; Thence continue South 00'10'58" West, a distance of 53.50 feet: thence South 89'49'02" East, a distance of 13.50 feet; Thence South 00'10'58" West, a distance of 40.54 feet; Thence North 89'49'02" West, a distance of 13.50 feet; Thence South 00'10'58" West, a distance of 25.92 feet: thence North 89'49'02" West, a distance of 22.00 feet; Thence South 00'10'58" West, a distance of 67.66 feet: thence North 89'49'02" West, a distance of 75.62 feet; Thence North 00'10'58" East, a distance of 187.62 feet: thence South 89'49'02" East, a distance of 97.62 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida and containing 0.399 Acres (17,376 Square Feet) more or less.

#### New Middle School "OO"

#### DESCRIPTION:

A portion of "CHAMBERS LAND COMPANY SUBDIVISION" according to the Plat thereof as recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida also recorded in Plat Book 1, Pages 5A and 5B of the Public Records of Broward County, Florida lying in Section 32, Township 51 South, Range 40 East, Broward County, and being more particularly described as follows:

COMMENCE AT the Northwest corner of said Section 32, Township 51 South, Range 40 East; THENCE North 89°41'41" East, on the North line of said Section 32, a distance of 2047.34 feet: THENCE South 00°18'19" East, 122.00 feet to the POINT OF BEGINNING; THENCE North 89°41'41" East, a distance of 17.65 feet to the beginning of a Tangent curve concave to the Southwest: THENCE Southeasterly, on the arc of said curve having a radius of 2016.00 feet, a delta of 00°45′00", and an arc distance of 26.39 feet to an intersection with a non-tangent line: THENCE North 00°00'00". West a distance of 12.00 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 00°26'32" East from the radius point of the next described curve); THENCE Southeasterly, on the arc of said curve having a radius of 2028.00 feet, a delta of 08°29'41", and an arc distance of 300.67 feet to an intersection with a non-tangent line; THENCE South 72°47'21" East, a distance of 100.41 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North II°45'43" East from the radius point of the next described curve); THENCE Southeasterly, on the arc of said curve having a radius of 2016.00 feet, a delta of 09°01'30", and an arc distance of 317.55 feet to an intersection with a non-tangent line; THENCE South 00°00'00" West, 1063,56 feet; THENCE South 90°00'00" West, 408.85 feet; THENCE South 80°18'14" West, 339.87 feet; THENCE North 00°00'00" East, 1251.91 feet to the POINT OF BEGINNING.

Said lands lying in the City of Miramar, Broward County, Florida, and containing 871.620 square feet (20.0097 acres) more or less.
BURIED FOUNDATIONS AND UNDERGROUND UTILITIES, IF ANY, NOT SHOWN.

SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD, AND OWNERSHIP OF PROPERTY WAS NOT DETERMINED.

EASEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE STATED.

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ARE SHOWN THUS:

AND ARE BASED ON BROWARD COUNTY BENCHMARK # 2726A DESCRIBED AS:

X-CUT ON TOP OF NORTHERN MOST BOLT OF SIGN BASE FOR 1-75 SIGN WEST SIDE OF 1-75, ELEVATION = 8,890'

#### Nob Hill Elementary School

A PORTION OF TRACT 'A' MILLER'S SUNRISE ESTATES SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE SOUTH LINE OF SAID TRACT A ON A PLAT BEARING OF SOUTH 89'33'33" WEST 165.36 FEET; THENCE NORTH 00'00'52" EAST 12.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00'00'00" WEST 132.62 FEET; THENCE NORTH 00'00'00 EAST 119.53 FEET; THENCE NORTH 88'33'03" WEST 5.55 FEET; THENCE NORTH 90'00'00" EAST 138.17 FEET; THENCE SOUTH 00'00'00" WEST247.50 FEET OT THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY FLORIDA AND CONTAIN 33,533 SQUARE FEET (0.77 ACRES) MORE OR LESS.

# North Fork Elementary School

A PORTION OF GOVERNMENT LOT 6, SECTION 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2, DORSEY TERRACE AS RECORDED IN PLAT BOOK 30, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ON AN ASSUMED BEARING OF SOUTH 01'53'42" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 15TH AVENUE, 319.68 FEET; THENCE SOUTH 88'06'18" WEST 30.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07'02'55" WEST 37.92 FEET; THENCE SOUTH 82'57'05" EAST11.38 FEET; THENCE SOUTH 01'49'16" EAST 16.40 FEET; THENCE SOUTH 07'02'55" WEST 42.58 FEET; THENCE NORTH 82'57'05" WEST 13.91 FEET; THENCESOUTH 06'06'38" WEST 6.43 FEET; THENCE NORTH 82'57'05" WEST 39.69 FEET; THENCE NORTH 07'02'55" EAST 103.12 FEET; THENCE SOUTH 82'57'05" EAST 39.58 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAIN 4880 SQUARE FEET, MORE OR LESS.

#### Palm Cove Elementary School

Parcel "A" SCHOOL SITE 3311, according to the plat thereof, as recorded in Plat Book 151, Page 2, of the public records of Broward County, Florida

#### TOGETHER WITH:

Portion of Parcel "C" and "D", NASHER PLAT, according to the plat thereof, as recorded in Plat Book 159, Page 42, of the public records of Broward County, Florida said portions being more particularly described as follows:

COMMENCE at the Northeast corner of "SCHOOL SITE 3311" as shown on said plat: thence along the North line of said "SCHOOL SITE 3311" South 89'43'34" West, 180,000 feet to the POINT OF BEGINNING; thence continue along said North line South 89'43'34" West, 788.77 feet; thence North 01'45'11 West, 166.11 feet to o line 705.92 feet North of and parallel with the Southernmost line of said Parcel "D" and its Easterly extension; thence North 88'44'06" East 788.76 feet; thence South 01'46'28" East, 165.99 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Pembroke Pines, Broward County, Florida, containing 653,658 square feet 15.0059 acres more or less.

# LIMITS OF CONSTRUCTION (Legal Description)

A portion of Parcel "A" SCHOOL SITE 3311 according to the plat thereof, as recorded in Plat Book 151, Page 2 of the Public Records of Broward County, Florida, and being more fully described as follows:

Commencing on the Northwest corner of said Parcel "A"; thence North 59'43'34" East on the North line of said Parcel "A", a distance of 246.00 feet; thence continue South 00'16'26" East, a distance of 108.00 feet; thence North 89'43'34" East, a distance 80.00 feet: thence North 00'16'26" West, a distance of 56.00 feet; thence North 89'43'34" East, a distance of 95.00 feet; thence north 00'76'26" West, a distance of 52.00 feet; thence South 89'43'34" West, a distance of 175.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 13,580 square feet, more or less.

#### Pasadena Lakes Elementary School

A portion of Parcel "B", PASADENA LAKES WEST, according to the plat thereof, as recorded in Plat Book 69, Page 37 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel "B"; Thence North 87'43'53" East, along a portion of the North line of said Parcel "B" a distance of 245.57 feet; Thence South 02'05'39" East, a distance of 37.56 feet to the POINT OF BEGINNING; Thence North 87'54'21" East, a distance of 112.00 feet; Thence South 02'05'39" East, a distance of 73.50 feet; Thence South 87'54'21" West, a distance of 51.75 feet; Thence South 02'05'39" East, a distance of 28.24 feet; Thence South 87'54'21" West, a distance of 63.60 feet; Thence South 02'05'39" East, a distance of 54.52 feet; Thence North 87'54'21" East, a distance of 19.65 feet; Thence South 02'05'39" East, a distance of 8.50 feet; Thence South 87'54'21" West, a distance of 28.15 feet; Thence North 02'05'39" West, a distance of 71.52 feet; Thence North 87'54'21" East, a distance of 63.60 feet; Thence North 02'05'39" West, a distance of 19.74 feet; Thence South 87'54'21" West, a distance of 51.75 feet; Thence North 02'05'39" West, a distance of 73.50 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 9,715 square feet (0.223 acres more or less).

#### Annabel C. Perry Elementary School

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SECTION 26, THENCE RUN DUE WEST (ON AN ASSUMED BEARING) 2907.97 FEET, ALONG THE NORTH LINE THEREOF, TO THE SOUTHEAST CORNER OF MIRAMAR SECTION 3, AS RECORDED IN PLAT BOOK 41, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN DUE SOUTH 400 FEET ALONG THE WEST RIGHT OF WAY LINE OF SOUTHWEST 68<sup>TH</sup> AVENUE; THENCE RUN DUE WEST 200 FEET AND PARALLEL TO SAID NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE CONTINUE DUE WEST, 576.01 FEET ALONG

SAID PARALLEL LINE TO AN INTERSECTION WITH A LINE 1225 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST RIGHT OF WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE RUN SOUTH 00°37'27" EAST, 568.44 FEET ALONG SAID PARALLEL LINE, THENCE RUN DUE EAST, 209.82 FEET: THENCE RUNE DUE SOUTH 130.00 FEET; THENCE RUN DUE EAST, 110.00 FEET; THENCE RUN DUE SOUTH 70.00 FEET; THENCE RUN DUE EAST 250.00 FEET TO AN INTERSECTION WITH A LINE 200 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID WEST RIGHT OF WAY LINE OF SOUTHWEST 68<sup>TH</sup> AVENUE; THENCE RUN DUE NORTH 768.41 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, LESS THE NORTH 250.00 FEET THEREOF.

SAID LANDS BEING A PART OF SECTION 26, ACCORDING TO "NEWMAN'S SURVEY OF THE EAST 1/2 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST" AS RECORDED IN PLAT BOOK 1, PAGE 118 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE IN MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 10.187 ACRES, MORE OR LESS.

### Pompano Beach Middle School

A portion of School House per resident addition according to the plat thereof as recorded in Plat Book 1, Page 10 of the public records of Broward County, Florida and being more fully described as follows:

Commencing(2) at the Southeast corner of soid School House Site; thence North 89'59'35" West on the South line of soid School House Site, a distance of 105.00 feet; thence North 00'00'25" East, a distance of 27.00 feet to the Paint of Beginning(2); thence continuing North 00'00'25" East, a distance of 40.00 feet; thence South 89'59'35" East, a distance of 20.00 feet; thence North 00'00'25" East, a distance of 32.67 feet; thence North 89'59'35" West, a distance of 168.00 feet; thence South 00'00'25" West, a distance of 72.67 feet; thence South 89'59'35" East, a distance of 148.00 feet to the Point of Beginning(2).

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 11,409 Square feet or 0.26 Acres, more or less:

Together with a partian of Lot 21 "RESIDENT ADDITION" to the Town of Pompano, according to the plat thereof as recorded in Plat Book 1, Page 10 of the Public Records of Broward County, Florida, and a partian of Lots 1, 2, 3, 4, 5, 28, 29, 30, 31 and 32, Black 3 and a partian of that certain 10 foot alley within said Black 3 (now vacated) and a partian of N.E. 3rd Avenue (now vacated) lying East of and adjacent to the said Lo9ts 1 and 32 all in corrected Plat of Perry & Wells Subdivision, according to the plat thereof as recorded in Plat Book 4, Page 21 of the public records of Broward County, Florida and being more fully described as follows:

Commencing(3) at the Northeast corner of Lot 25 of said "RESIDENT ADDITION" to the Town of Pompano; thence South 89°59'24" West on said North line of Lots 25, 24, 23, 22 and 21, a distance of 600.00 feet; thence South 00°00'36" East, a distance of 105.00 feet to the Point of Beginning(3); thence continue South 00°00'36" East, a distance of 160.00 feet; thence South 89°59'24" West, a distance of 178.00 feet; thence North 00°00'36" West, a distance of 160.00 feet; thence North 89°59'24" East, a distance of 178.00 feet to the Point of Beginning(3).

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 28,840 square feet, more or less.

#### **Quiet Waters Elementary School**

#### LEGAL DESCRIPTION (C.O.P.S. AREA):

A PARCEL OF LAND BEING A PORTION OF TRACT "A", ELEMENTARY SCHOOL "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERN—MOST SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00°51'16" WEST, ALONG A WESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 136.15 FEET; THENCE NORTH 89°19'24" EAST, A

DISTANCE OF 37.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°40'36" WEST, A DISTANCE OF 60.50 FEET; THENCE SOUTH 89°19'24" WEST, A DISTANCE OF 96.02 FEET; THENCE NORTH 00°40'36" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°19'24" EAST, A DISTANCE OF 215.95 FEET; THENCE SOUTH 00°40'36" EAST, A DISTANCE OF 100.50 FEET; THENCE SOUTH 89°19'24" WEST, A DISTANCE OF 119.93 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 15,894 SOUARE FEET (0.365 ACRES), MORE OR LESS.

NOTE: THE C.O.P.S. AREA PARCEL AS SHOWN HEREON HAS NOT BEEN FIELD SURVEYED. MONUMENTS HAVE NOT BEEN SET AT THE DESCRIBED CORNERS.

#### Sheridan Park Elementary School

A PORTION OF TRACT "A" OF "REPLAT OF PORTION OF HERITAGE HOMES" ACC THEREOF AS RECORDED IN PLAT BOOK 51, PAGE 36 OF THE PUBLIC RECORDS FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE TRACT A ON AN ASSUMED BEARING OF SOUTH 90°00'00" WEST 224.43 FEET; TO 00°03'29" EAST 64.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'FEET; THENCE NORTH 90°00'00" WEST 10.90 FEET; THENCE NORTH 90°00'00" WEST 94.95 FEET; THENCE NORTH 90°00'00" EAST 'NORTH 90°00'00" WEST 103.72 FEET; THENCE NORTH 90°00'00" EAST NORTH 90°00'00" EAST 95.62 FEET; THENCE SOUTH 00°00'00" EAST 48.81 FEET 90°00'00" EAST 53.21 FEET; THENCE SOUTH 00°00'00" EAST 67.25 FEET; THENCE SOUTH 00°00'00" EAST 67.25 FEET; THENCE SOUTH 00°00'00" EAST 113.90 FEET; THENCE NORTH 257.29 FEET; THENCE SOUTH 00°00'00" EAST 145.67 FEET TO THE POINT OF B LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAIN FEET (1.774 ACRES) MORE OR LESS.

#### Stirling Elementary School

A PORTION OF PARCEL 'A' OF "SCHOOL SITE 0690" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 148, 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERNMOST NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 00'10'30" WEST 73.88 FEET TO THE POINT OF BEGINNIN THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00'10'30" WEST 340.18 FEET; THENCE NORTH 89'50'16" WEST 35.64 FEET; THENCE SOUTH 00'09'44" WEST 106.81 FEET; THENCE NORTH 89'50'16" WEST 62.34 FEET THENCE NORTH 00'09'44" EAST 446,99 FEET; THENCE SOUTH 89'50'33" EAST 98.06 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 40,002 SQUARE FEET (0.918 ACRES) MORE OR LESS.

#### **Tropical Elementary School**

PORTIONS OF TRACTS 2, 3 AND 4, BLOCK 1 IN THE NORTHEAST ONE-QUARTER (NEX) OF SECTION 15, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "EVERGLADES PLANTATION COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 800; PAGE 531, BROWARD COUNTY RECORDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 15 TOWNSHIP 50 SOUTH, RANGE 41 EAST THENCE RUN SOUTH 412.03 FEET ALONG THE EAST UNE OF SAID SECTION 15; THENCE RUN WEST 83.01 FEET ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 15; THENCE RUN SOUTH 01°52′50″ EAST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 15, 306.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°52′50″ EAST 306.01 FEET; THENCE SOUTH 88°47′42″ WEST 575.73 FEET; THENCE NORTH 26°48′46″ EAST 23.18 FEET; THENCE NORTH 60°01′09″ EAST 21.72 FEET; THENCE NORTH 87°59′39″ EAST 21.21 FEET; THENCE NORTH 01°52′34″ WEST 225.99 FEET; THENCE NORTH 86°13′44″ EAST 33.35 FEET; THENCE NORTH 02°03′01″ WEST 60.47 FEET; THENCE NORTH 88°09′32″ EAST 91.14 FEET; THENCE NORTH 88°09′32″ EAST 91.14 FEET; THENCE NORTH 88°09′32″ EAST 6.85 FEET; THENCE NORTH 87°42′17″ EAST 40.95 FEET; THENCE SOUTH 01°44′27″ WEST 7.38 FEET; THENCE NORTH 88°09′32″ EAST 31.64 FEET; THENCE NORTH 02°38′54″ WEST 19.91 FEET; THENCE NORTH 88°06′53″ EAST 82.02 FEET; THENCE SOUTH 01°53′08″ EAST 31.04 FEET; THENCE NORTH 89°08′38″ EAST 74.36 FEET TO THE POINT OF BEGINNING, SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PLANTATION, BROWARD COUNTY, FLORIDA AND CONTAINING 106,381 SQUARE FEET (2.442 ACRES) MORE OR LESS.

# Village Elementary School

A partian of Southeast one-quarter (SEM) of Section 27, Township 49 South, Range 41 East, being more particularly described as follows:

Commerce(1) at the Southwest corner of "FIRST ADDITION TO SUNRISE GOLF VILLAGE SECTION NINE", according to the plat thereof, as recorded in Plat Book 57 at Page 1, of the Public Records of Broward County; Florida and run North 01 degree 01 minutes 30 seconds Niest this of the East one—half (EM) of the said Southeast one—quarter (SEM) of Section 27 for 35.00 Niest, thence run South 89 degrees 55 minutes 33 seconds Nest, along a line parallel with and 550.00 feet. North of, as mediated at right angles to, the South line of the said Southeast one—quarter (SEM) of Section 27 for 509.92 Nest; thence run North 01 degree 01 minutes 08 seconds Nest, along a line East of and parallel with, the West line of said Southeast one—quarter (SEM) of Section 27 for 150.02 feet; thence run North 01 degree 56 minutes 33 seconds Nest along a line North of and parallel with, the aforementioned South line of the Southeast one—quarter (SEM) of Section 27 for 593.66 feet; thence run North 89 degrees 56 minutes 33 seconds East along a line North of and parallel with, the aforementioned West line of the Southeast one—quarter (SEM) of Section 27 for 593.66 feet; thence run North 89 degrees 56 minutes 33 seconds East along a line North of and parallel with, the aforementioned South line of the Southeast one—quarter (SEM) of Section 27 for 593.66 feet; thence run North 89 degrees 56 minutes 33 seconds Cast along a line North of and parallel with, the aforementioned South line of the Southeast one—quarter (SEM) of Section 27 for 593.66 feet; thence run North 89 degrees 56 minutes 53 seconds Cast, a distance of 42.00 feet; thence South 01 degree 01 minutes 52 seconds East, a distance of 77.00 feet; thence South 88 degrees 58 minutes 52 seconds Mest, a distance of 14.00 feet; thence South 88 degrees 58 minutes 52 seconds Nest, a distance of 68.00 feet; thence South 81 degree 58 minutes 52 seconds Nest, a distance of 68.00 feet; thence South 61 degree 61 minutes 68 seconds East, a distance of 68.00 feet; thence South 61 degree 61 minutes 62 sec

Sald lands wituate, lying and being in Broward County, Florida and containing 17,300 Square feet or 0.40 Acres, more or less.

# Westchester Elementary School

DESCRIPTION: (LIMITS OF CONSTRUCTION)
A PORTION OF TRACT 19 IN SECTION 19, TOWNSHIP 48 SOUTH, RANGE 41 EAST OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2", AS RECO RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF WESTCHESTER BOULEYARD (ITW 24TH STREET) AND N.W. 123RD AVENUE AS SHOWN ON T PLAT BOOK 72, PAGE 43 BROWARD COUNTY RECORDS, THENCE ON AN ASSUMED BEARING OF SOUTH 90'00'00" WEST 323.68 FRET TO THE POINT C 8.93 FRET; THENCE NORTH 90'00'00" WEST 60.17 FRET; THENCE SOUTH 00'00'00" EAST 7.08 FRET; THENCE NORTH 90'00'00" WEST 57.89 FRET; THENCE SOUTH 01'16'53" WEST 117.77 FRET; THENCE NORTH 90'00'00" EAST 120.69 FRET; THENCE SOUTH OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 13629 SOUARE FRET (0.313 ACRES

#### Winston Park Elementary School

Tract "A", WINSTON PARK SECTION TWO, according to the plat thereof, as recorded in Plat Book 136, Page 1, of the public records of Broward County, Florida.

Said lands situate, lying and being in the City of Coconut Creek, Broward County, Florida, and containing 531,295 square feet or 12.2 acres, more or less.

# Dolphin Bay Elementary School

"PARCEL D SCHOOL SITE", NAUTICA PLAT, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 164, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PARCEL LYING IN BROWARD COUNTY, FLORIDA AND CONTAINS 522, 720 SQUARE FEET, MORE OR LESS.

#### B. PERMITTED ENCUMBRANCES

# Apollo Middle School

- 1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of BOULEVARD HEIGHTS SECTION FIVE, as recorded in Plat Book 50, Page(s) 44, Public Records of Broward County, Florida.
- 2. Agreement between Sarah G. Rizzo, et al and West Hollywood Water Co. as recorded in O.R. Book 1362, Page 126, Public Records of Broward County, Florida.
- 3. Agreement between Sarah Rizzo, et al and West Hollywood Utility Co. as recorded in O.R. Book 1362 page 138, Public Records of Broward County, Florida.
- 4. Covenants, conditions and restrictions recorded May 5, 1960 in O.R. book 1917, Page 431, affected by O.R. Book 3021, Page 250, Public Records of Broward County, Florida.
- 5. Resolution No. 87-1 recorded August 21, 1987 in O.R. Book 14734, Page 698, rerecorded January 8, 1988 in O.R. Book 15100, Page 979, Public Records of Broward County, Florida.
- 6. Resolution No. 87-9 recorded in O.R. Book 14824, Page 837, Public Records of Broward County, Florida.
- 7. Easement recorded in O.R. Book 36857, Page 1110, Public Records of Broward County, Florida.

# **Boulevard Heights Elementary School**

- 1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 0970, as recorded in Plat Book 156, Page(s) 18, Public Records of Broward County, Florida.
- 2. Easements recorded in O.R. Book 2237, Pages 401 & 406, Public Records of Broward County, Florida.
- 3. Agreements recorded in O.R. Book 2243, Pages 613 & 621, Public Records of Broward County, Florida.
- 4. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
- 5. Agreements recorded in O.R. Book 22088, Page 719, and O.R. Book 22163, Page 427, Public Records of Broward County, Florida.
- 6. Resolution recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.

# **Broadview Elementary School**

- 1. Restrictions, conditions, reservations, easements and other matters contained o the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page(s) 31, together with the Special Warranty Deed to the State of Florida recorded in O.R. Book 2374, Page 717 and the Resolution Renaming Certain Streets recorded in O.R. Book 3032, Page 921, Public Records of Broward County, Florida.
- 2. Reservations contained in the Deed recorded in Deed Book 10, Page 74, Public Records of Broward County, Florida.
- 3. Agreement recorded in O.R. book 1791, Page 325, Public Records of Broward County, Florida.

# Central Park Elementary School

- 1. Reservations recorded in O.R. Book 494, Page 473 and Deed Book 455, Page 73, Public Records of Broward County, Florida.
- 2. Restrictions, conditions, reservations, easements and other matters contained on the Plat of SCHOOL SITE 2640, as recorded in Plat Book 143, Page(s) 44, Public Records of Broward County, Florida.
- 3. Easements recorded in O.R. Book 12206, Page 602, O.R. Book 13462, Pages 584 & 588, O.R. Book 13470, Pages 556 & 558, O.R. Book 13520, Pages 956 & 961, O.R. Book 14211, Page 418, O.R. Book 14901, Page 204, O.R. Book 16750, Page 47 and O.R. Book 16980, Page 403, Public Records of Broward County, Florida.
- 4. Agreements recorded in O.R. Book 13835, Page 106, O.R. Book 10030, Page 714 and O.R. Book 15939, Page 484, Public Records of Broward County, Florida.

#### Cooper City Elementary School

- 1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of COOPER COLONY ESTATES SECTION ONE, as recorded in Plat Book 49, Page(s) 17; together with the Assignment from City of Sunrise to City of Cooper City, recorded in O.R. Book 10662, Page 218, Public Records of Broward County, Florida.
- 2. Reservations in favor of the State of Florida as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 7, Page 576, as partially released by O.R. Book 1575 Page 416, Public Records of Broward County, Florida.
- 3. Agreement recorded in O.R. Book 1486, Page 455, Public Records of Broward County, Florida.
- 4. Easement to Florida Power & Light Company recorded in O.R. Book 1513, Page 373, Public Records of Broward County, Florida.

- 5. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
- 6. Easement to Broward County recorded in O.R. Book 21847, Page 327, Public Records of Broward County, Florida.

# New Elementary School "Y"

- 1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page(s) 17, Public Records of Dade County, Florida.
- 2. Restriction, conditions, reservations, easements and other matters contained on the Plat of HUNTINGTON SECTION TWO SCHOOL AND PARK PLAT, as recorded in Plat Book 165, Page(s) 4, Public Records of Broward County, Florida.
- 3. Agreement recorded in O.R. Book 17718, Page 662, as amended by O.R. Book 18130, Page 833, Public Records of Broward County, Florida.
- 4. Covenants, conditions and restrictions recorded September 18, 1991 in O.R. Book 18754, Page 732, as amended by O.R. Book 18791, Page 45, O.R. Book 19438, Page 917, O.R. Book 20034, Page 239 and O.R. Book 21829, Page 955, Public Records of Broward County, Florida.
- 5. Agreement recorded in O.R. Book 18794, Page 53, Public Records of Broward County, Florida.
- 6. Covenants, conditions and restrictions recorded May 1, 1992 in O.R. Book 19438, Page 919, as amended and restated in O.R. book 20020, Page 405, O.R. Book 21085, Page 667, O.R. Book 21829, Page 958 and O.R. Book 28601, Page 742, Public Records of Broward County, Florida.
- 7. Covenants, conditions and restrictions recorded May 1, 1992, in O.R. Book 19439, Page 1, Public Records of Broward County, Florida.
- 8. Easement recorded in O.R. Book 24457, Page 289, Public Records of Broward County, Florida.
- 9. Agreement recorded in O.R. Book 28304, Page 711, Public Records of Broward County, Florida.
- 10. Agreement recorded in O.R. Book 28304, Page 722, Public Records of Broward County, Florida.
- 11. Agent of Record for Notice of Expiration of Finances of Adequacy recorded in O.R. Book 28304, Page 731, Public Records of Broward County, Florida.
- 12. Ordinance recorded in O.R. Book 30318, Page 928, Public Records of Broward County, Florida.
- 13. Ordinance recorded in O.R. Book 31401, Page 1715, Public Records of Broward County, Florida.

# Fox Trail Elementary School

- 1. Restrictions, conditions, reservations, easements and other matters contain on the Plat of "CALUSA RIDGE" recorded at Plat Book 147, Page 47, Public Records of Broward County, Florida.
- 2. Easement in favor of Florida Power & Light Company recorded in O.R. Book 28852, Page 0537, Public Records of Broward County, Florida.
- 3. Covenants, conditions and restrictions contained in Declaration of Restrictions recorded in O.R. Book 23142, Page 217, Public Records of Broward County, Florida.

# Harbordale Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of HARBORDALE, as recorded in Plat Book 41, Page(s) 9, Public Records of Broward County, Florida

# Meadowbrook Elementary School

- 1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NEWMANS SURVEY, as recorded in Plat Book 2, Page(s) 26, Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.
- 2. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 124, Page 440, Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

# New Middle School "OO"

- 1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of CHAMBERS LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page(s) 68, Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.
- 2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of COUNTRY LAKES WEST, as recorded in Plat Book 165, Page(s) 10, Public Records of Broward County, Florida.

### Nob Hill Elementary School

 Restrictions, conditions, reservations, easements, and other matters contained on the Plat of MILLER'S SUNRISE ESTATES SECTION ONE, as recorded in Plat Book 78, Page(s) 32, Public Records of Broward County, Florida.

# North Fork Elementary School

- 1. Easement Deed recorded March 25, 1996 in O.R. Book 24649, Page 633, Public Records of Broward County, Florida.
- 2. Sanitary Sewer Agreement recorded December 31, 1965 in O.R. Book 3144, Page 438, Public Records of Broward County, Florida.

# Palm Cove Elementary School

- 1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 3311, as recorded in Plat Book 151, Page(s) 2, Public Records of Broward County, Florida.
- 2. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded June 30, 1908 in Deed Book 49, Page 213, Public Records of Broward County, Florida.
- 3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NASHER PLAT, as recorded in Plat Book 159, Page(s) 42, Public Records of Broward County, Florida.
- 4. Quit-Claim Deed recorded April 25, 1996 in O.R. Book 24789, Page 522, Public Records of Broward County, Florida.
- 5. Florida Power & Light Easement contained in instrument recorded August 31, 1984, in O.R. Book 11970, Page 141, as re-recorded in O.R. Book 15369, Page 184, Public Records of Broward County, Florida.
- 6. Florida Power & Light Easement contained in instrument recorded June 16, 1992, in O.R. Book 19591, Page 24, Public Records of Broward County, Florida.
- 7. Series 1991A Assignment Agreement recorded June 5, 1991 in O.R. Book 18444, Page 384, Public Records of Broward County, Florida.
- 8. Memorandum of Master Lease Purchase Agreement recorded June 5, 1991 in O.R. Book 18444, Page 394, Public Records of Broward County, Florida.
- 9. Memorandum of Ground Lease recorded June 5, 1991 in O.R. Book 18444, Page 401, Public Records of Broward County, Florida.

# Pasadena Lakes Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of PASADENA LAKES WEST, as recorded in Plat Book 69, Page(s) 37, Public Records of Broward County, Florida.

2. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 49, Page 213, Public Records of Broward County, Florida.

# Annabel C. Perry Elementary School

- 1. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 43, Page 432, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.
- 2. Utility Easement contained in instrument recorded April 14, 1961, in O.R. Book 2158, Page 237, Public Records of Broward County, Florida.
- 3. Florida Power & Light Easement contained in instrument recorded June 2, 1971, in O.R. Book 4514, Page 669, Public Records of Broward County, Florida.

#### Pompano Beach Middle School

Restrictions, conditions, reservations, easements and other matters contained on the Plat of PERRY AND WELLS, as recorded in Plat Book 4, Page 21, of the Public Records of Broward County, Florida.

#### **Quiet Waters Elementary School**

- 1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of ELEMENTARY SCHOOL "A", as recorded in Plat Book 143, Page 20, of the Public Records of Broward County, Florida.
- Ordinance recorded in O.R. Book 9274, Page 460; O.R. Book 10027, Page 739;
   O.R. Book 12373, Page 115; O.R. Book 12952, Page 297; O.R. Book 22098,
   Page 606; O.R. Book 26899, Page 854 and O.R. Book 27194, Page 32 of the Public Records of Broward County, Florida.
- 3. Easement to Southern Bell Telephone and Telegraph Company recorded in O.R. Book 10604, Page 857 of the Public Records of Broward County, Florida.
- 4. Temporary Easement recorded in O.R. Book 22517, Page 661 of the Public Records of Broward County, Florida.
- 5. Deeds to Broward County recorded in O.R. Book 22806, Page 573; O.R. Book 16690, Page 223 and O.R. Book 31033, Page 1088 of the Public Records of Broward County, Florida.

#### **GENERAL EXCEPTIONS**

- 1. Taxes and assessments, if any, for the year 2004, and taxes and assessments which are not shown as existing liens by the public records.
- 2. Any lien provided by county ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid services charges for services by any water systems, sewer systems, or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Easements or claims of easements not shown by the public records.
- 6. Any lien, or right to a lien for services, labor, or material heretofore or hereinafter furnished, imposed by law and not shown by the public records.
- 7. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including, submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 8. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
  - a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
  - b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to leaseholds, interests in cooperative associations venders' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

This opinion does riot cover matters filed in the Federal District Courts of Florida except for Bankruptcy proceedings filed prior to October 7, 1984, when the property lies in either Dade, Duval, Hillsborough, Leon or Orange County.

# Sheridan Park Elementary School

- 1. Easements or claims of easements not shown by the public records
- 2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of REPLAT OF PORTION OF HERITAGE HOMES, as recorded in Plat Book 51, page 36, of the Public Records of Broward County, Florida.
- 3. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, page 240, of the Public Records of Miami-Dade County, Florida.
- 4. Easements to Florida Power & Light Company recorded in O.R. Book Deed Book 652, page 49, O.R. Book 217, Page 166, O.R. Book 3656, page 371 and O.R. Book 4514, Page 662, of the Public Records of Broward County, Florida.
- 5. Agreement with Western Water Company, Inc., recorded in O.R. Book 2209, page 837, of the Public Records of Broward County, Florida.
- 6. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, page 60, of the Public Records of Broward County, Florida.
- 7. Notice of special Assessment Lien by the Central Broward Drainage District recorded in O.R. Book 3238, Page 21, Public Records of Broward County, Florida.

# Stirling Elementary School

- 1. Easements recorded in O.R. Book 1055, Page 448, O.R. Book 1294, Page 421 and O.R. Book 19771, Page 340, of the Public Records of Broward County, Florida.
- 2. Matters contained in Warranty Deed recorded in O.R. Book 3205, Page 642, of the Public Records of Broward County, Florida.
- 3. Resolution recorded in O.R. Book 3533, Page 818, of the Public Records of Broward County, Florida.
- 4. Matters contained in Quit-Claim Deed recorded in O.R. Book 8389, Page 997, of the Public Records of Broward County, Florida.
- 5. Ordinance recorded in O.R. Book 11148, Page 982, of the Public Records of Broward County, Florida.
- 6. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 0690, as recorded in Plat Book 148, Page 42, of the Public Records of Broward County, Florida.
- 7. Release recorded in O.R. Book 17575, Page 557, of the Public Records of Broward County, Florida.

8. Leases recorded in O.R. Book 17619, Page 546 and 539, O.R. Book 21156, page 110 and O.R. Book 35330, Page 1004, of the Public Records of Broward County, Florida.

# <u>Tropical Elementary School</u>

- 1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGLADES LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page 7, of the Public Records of Dade County, Florida.
- 2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of LAKEVIEW ESTATES SECTION ONE, as recorded in Plat Book 75, Page 2, of the Public Records of Broward County, Florida.
- 3. Easement recorded in O.R. Book 9810, page 908, of the Public Records of Broward County, Florida.

# Village Elementary School

- 1. Easement recorded in O.R. Book 4515, Page 635, Public Records of Broward County, Florida.
- 2. Easement recorded in O.R. Book 27665, page 89, Public Records of Broward County, Florida

#### Westchester Elementary School

- 1. Easements or claims of easements not shown by the public records
- 2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, as recorded in Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida; together with the Deeds to the City of Coral Springs for Roads recorded in O.R. Book 12305, page 551, O.R. Book 13694, Page 346, O.R. Book 13698, Page 470 and O.R. Book 16802, Page 888, of the Public Records of Broward County, Florida.
- 3. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, of the Public Records of Miami-Dade County, Florida. (Entire Parcel)
- 4. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 423, Page 172, of the Public Records of Broward County, Florida. (Tract 19)
- 5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 423, Page 176, of the Public Records of Broward County, Florida. (Tracts 18 and 20)

- 6. Easement recorded in O.R. Book 6366, Page 877, as assigned to the City of Coral Springs by O.R. Book 17444, Page 220, of the Public Records of Broward County, Florida.
- 7. Easement to Florida Power & Light Company recorded in O.R. Book 6870, Page 904, of the Public Records of Broward County, Florida.

# Winston Park Elementary School

- 1. Covenants, conditions and restrictions recorded January 6, 1989, in O.R. Book 16096, Page 168, of the Public Records of Broward County, Florida.
- 2. Easement recorded in O.R. Book 16269, Page 318, of the Public Records of Broward County, Florida.
- 3. Agreement recorded in O.R. Book 17718, page 630, of the Public Records of Broward County, Florida.
- 4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of WINSTON PARK SECTION TWO, as recorded in Plat Book 136, Page 1, of the Public Records of Broward County, Florida.
- 5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded under Deed Book 116, page 13, as to Tract 53, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 8015, page 678, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
- 6. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded under Deed Book 581, Page 3, as to Tract 55, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 15050, Page 584, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
- 7. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded under Deed Book 581, page 35, as to Tracts 56, 57 and 69, Block 87, Lots 1 and 2, Block 88 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 8015, Page 668, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
- 8. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded under Deed Book

- 583, Page 122, as to Tract 55, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with partial Release in O.R. Book 4858, page 169, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, laws of Florida.
- 9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded under Deed Book 583, page 141, as to Tracts 56, 57 and 69, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 8138, Page 661, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
- 10. Notice of Withdrawal of Platted Road, Streets, and Other Unexercised Rights, filed September 1, 1976 recorded in O.R. Book 6717, page 501, of the Public Records of Broward County, Florida.
- 11. Ordinance filed May 24, 1983 recorded in O.R. Book 10877, Page 204, of the Public Records of Broward County, Florida.
- 12. Ordinances and Resolutions recorded in O.R. Book 22824, Page 377 & 394, O.R. Book 23409, page 103, O.R. Book 28578, Pages 993 & 998, O.R. Book 30594, page 932, O.R. Book 30625, page 674, O.R. Book 30864, pages 1818 & 1840 and O.R. Book 30881, page 1325, of the Public Records of Broward County, Florida.

# **Dolphin Bay Elementary School**

- 1. Traffic Signalization Agreement recorded in O.R. Book 27964, Page 429, and Road Improvement Agreement recorded in O.R. Book 27964, Page 414, Public Records of Broward County, Florida.
- 2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NAUTICA, as recorded in Plat Book 164, Page 36, Public Records of Broward County, Florida.
- 3. Everglades Drainage District Reservations recorded in Deed Book 470, Page 160, as affected by O.R. Book 26359, Page 170, Public Records of Broward County, Florida.
- 4. Agreement recorded October 16, 1998, O.R. Book 28922, Page 208, Public Records of Broward County, Florida.
- 5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 631,

- Page 155, as affected by O.R. Book 23977, Page 287, Public Records of Broward County, Florida.
- 6. Drainage Easement contained in instrument recorded May 1, 1997, O.R. Book 26359, Page 355, Public Records of Broward County, Florida.
- 7. Water and Sanitary Sewage Agreement recorded July 1, 1997, O.R. Book 26649, Page 793, Public Records of Broward County, Florida.
- 8. Note: School Agreement recorded December 23, 1996, O.R. Book 25814, Page 238, Public Records of Broward County, Florida.
- 9. Restrictions recorded in O.R. Book 29317, Page 1748; Together with Amendments recorded in O.R. Book 29902, Page 1545, O.R. Book 29902, Page 1550, O.R. Book 32070, Page 1118, O.R. Book 32070, Page 1127 Public Records of Broward County, Florida.
- 10. Agreement recorded in O.R. Book 40597, Page 1980, Public Records of Broward County, Florida.
- 11. Easement recorded in O.R. Book 39291, Page 1179, Public Records of Broward County, Florida.
- 12. Resolutions recorded in O.R. Book 31125, Page 1113, O.R. Book 30017, Page 505 Public Records of Broward County, Florida.

# EXHIBIT C TO SCHEDULE 2004-1

# **Series 2004-1 Facilities**

# **Series 2004C Certificates of Participation**

Lease				
<b>Payment</b>	<b>Basic Lease</b>	<b>Principal</b>	<u>Interest</u>	Remaining
<b>Date</b>	<b>Payment</b>	<b>Portion</b>	<b>Portion</b>	<b>Principal</b>
6/15/2014	7,848,809.38	7,275,000	573,809.38	15,520,000
12/15/2014	407,400.00		407,400.00	15,520,000
6/15/2015	7,917,400.00	7,510,000	407,400.00	8,010,000
12/15/2015	210,262.50		210,262.50	8,010,000
6/15/2016	8,220,262.50	8,010,000	210,262.50	

Series 2004-1 Facilities
Series 2012A Certificates of Participation

Lease	Basic Lease	<u>Principal</u>	Interest	Remaining
Payment Date	<b>Payment</b>	<u>Portion</u>	<u>Portion</u>	<u>Principal</u>
6/15/2014	795,750.00		795,750.00	31,830,000
12/15/2014	795,750.00		795,750.00	31,830,000
6/15/2015	795,750.00		795,750.00	31,830,000
12/15/2015	795,750.00		795,750.00	31,830,000
6/15/2016	795,750.00		795,750.00	31,830,000
12/15/2016	795,750.00		795,750.00	31,830,000
6/15/2017	9,085,750.00	8,290,000	795,750.00	23,540,000
12/15/2017	588,500.00		588,500.00	23,540,000
6/15/2018	9,313,500.00	8,725,000	588,500.00	14,815,000
12/15/2018	370,375.00		370,375.00	14,815,000
6/15/2019	9,525,375.00	9,155,000	370,375.00	5,660,000
12/15/2019	141,500.00		141,500.00	5,660,000
6/15/2020	5,801,500.00	5,660,000	141,500.00	

# Series 2014A Certificates of Participation Series 2004-1 Facilities

2014A-1 BofA 2014A-2 US Bank

<u>Lease</u> Payment Date	Principal Portion	Interest Portion*	Debt Service*	Principal Portion	Interest Portion*	Debt Service*
6/15/2014	-	860,996.07	860,996.07	-	851,167.34	851,167.34
12/15/2014	-	1,277,607.08	1,277,607.08	-	1,263,022.52	1,263,022.52
6/15/2015	90,000.00	1,256,776.53	1,346,776.53	90,000.00	1,242,429.76	1,332,429.76
12/15/2015	-	1,275,592.28	1,275,592.28	-	1,261,030.70	1,261,030.70
6/15/2016	70,000.00	1,261,727.14	1,331,727.14	65,000.00	1,247,323.85	1,312,323.85
12/15/2016	-	1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2017	-	1,253,253.05	1,253,253.05	-	1,239,055.35	1,239,055.35
12/15/2017	-	1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2018	-	1,253,253.05	1,253,253.05	-	1,239,055.35	1,239,055.35
12/15/2018	-	1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2019	-	1,253,253.05	1,253,253.05	-	1,239,055.35	1,239,055.35
12/15/2019	-	1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2020	1,965,000.00	1,261,611.55	3,226,611.55	1,960,000.00	1,247,315.43	3,207,315.43
12/15/2020	-	1,230,035.42	1,230,035.42	-	1,216,215.20	1,216,215.20
6/15/2021	5,175,000.00	1,213,128.62	6,388,128.62	5,175,000.00	1,199,497.80	6,374,497.80
12/15/2021	-	1,114,184.40	1,114,184.40	-	1,101,686.70	1,101,686.70
6/15/2022	5,385,000.00	1,098,639.05	6,483,639.05	5,390,000.00	1,086,317.61	6,476,317.61
12/15/2022	-	993,632.22	993,632.22	-	982,400.04	982,400.04
6/15/2023	5,600,000.00	980,157.02	6,580,157.02	5,600,000.00	969,076.87	6,569,076.87
12/15/2023	-	868,266.86	868,266.86	-	858,465.82	858,465.82
6/15/2024	5,835,000.00	859,539.11	6,694,539.11	5,840,000.00	849,837.09	6,689,837.09
12/15/2024	-	737,640.68	737,640.68	-	729,220.12	729,220.12
6/15/2025	6,075,000.00	725,613.93	6,800,613.93	6,075,000.00	717,330.66	6,792,330.66

<sup>\*</sup> The actual Series 2014A Interest is computed at a variable rate as provided in Section 6 hereof. The figures set forth herein are based upon a hypothetical fixed rate.

12/15/2025	-	601,641.66	601,641.66	-	594,773.60	594,773.60
6/15/2026	6,300,000.00	596,431.29	6,896,431.29	6,300,000.00	589,622.71	6,889,622.71
12/15/2026	-	460,605.66	460,605.66	-	455,347.60	455,347.60
6/15/2027	6,590,000.00	457,104.71	7,047,104.71	6,585,000.00	451,883.61	7,036,883.61
12/15/2027	-	313,077.54	313,077.54	-	309,614.24	309,614.24
6/15/2028	6,850,000.00	313,008.19	7,163,008.19	6,850,000.00	309,544.48	7,159,544.48
12/15/2028	-	159,728.86	159,728.86	-	158,016.12	158,016.12
6/15/2029	7,135,000.00	157,124.59	7,292,124.59	7,140,000.00	155,439.77	7,295,439.77
	57,070,000.00	28,929,730.41	85,999,730.41	57,070,000.00	28,602,114.41	85,672,114.41

# Series 2004-1 Facilities Composite

Series 2004-1 Facilities (Composite)

<u>Lease</u> Payment	Basic Lease			
<u>Date</u>	Payment*	Principal Portion	Interest Portion*	Remaining Principal
6/15/2014	6,357,722.78	3,360,000.00	2,997,722.78	161,490,000.00
12/15/2014	3,743,779.56	- -	3,743,779.56	161,490,000.00
6/15/2015	11,392,356.25	7,690,000.00	3,702,356.25	153,800,000.00
12/15/2015	3,542,635.48	-	3,542,635.48	153,800,000.00
6/15/2016	11,660,063.49	8,145,000.00	3,515,063.49	145,655,000.00
12/15/2016	3,329,367.38	-	3,329,367.38	145,655,000.00
6/15/2017	11,578,058.40	8,290,000.00	3,288,058.40	137,365,000.00
12/15/2017	3,122,117.38	-	3,122,117.38	137,365,000.00
6/15/2018	11,805,808.40	8,725,000.00	3,080,808.40	128,640,000.00
12/15/2018	2,903,992.38	-	2,903,992.38	128,640,000.00
6/15/2019	12,017,683.40	9,155,000.00	2,862,683.40	119,485,000.00
12/15/2019	2,675,117.38	-	2,675,117.38	119,485,000.00
6/15/2020	12,235,426.98	9,585,000.00	2,650,426.98	109,900,000.00
12/15/2020	2,446,250.62	-	2,446,250.62	109,900,000.00
6/15/2021	12,762,626.41	10,350,000.00	2,412,626.41	99,550,000.00
12/15/2021	2,215,871.10	-	2,215,871.10	99,550,000.00
6/15/2022	12,959,956.66	10,775,000.00	2,184,956.66	88,775,000.00
12/15/2022	1,976,032.22	-	1,976,032.22	88,775,000.00
6/15/2023	13,149,233.87	11,200,000.00	1,949,233.87	77,575,000.00
12/15/2023	1,726,732.68	-	1,726,732.68	77,575,000.00
6/15/2024	13,384,376.19	11,675,000.00	1,709,376.19	65,900,000.00
12/15/2024	1,466,860.76	-	1,466,860.76	65,900,000.00
6/15/2025	13,592,944.55	12,150,000.00	1,442,944.55	53,750,000.00
12/15/2025	1,196,415.30	-	1,196,415.30	53,750,000.00
6/15/2026	13,786,054.02	12,600,000.00	1,186,054.02	41,150,000.00
12/15/2026	915,953.30	-	915,953.30	41,150,000.00
6/15/2027	14,083,988.33	13,175,000.00	908,988.33	27,975,000.00
12/15/2027	622,691.78	-	622,691.78	27,975,000.00
6/15/2028	14,322,552.67	13,700,000.00	622,552.67	14,275,000.00
12/15/2028	317,745.02	-	317,745.02	14,275,000.00
6/15/2029	14,587,564.39	14,275,000.00	312,564.39	
	231,877,979.13	164,850,000.00	67,027,979.13	

<sup>\*</sup> The actual Series 2014A Interest is computed as a variable rate as provided in Section 6 hereof. The figures set forth herein are based upon a hypothetical fixed rate.