

EXHIBIT /

PROPERTY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011 between The School Board of Broward County, Florida, a Body Corporate ("School Board") whose post office address is 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, FL 33301 and The State of Florida Department of Transportation ("FDOT") whose post office address is _____.

WITNESSETH

WHEREAS, FDOT is currently constructing certain improvements as part of the Interstate 595 expansion project (the "Project"); and

WHEREAS, in conjunction with the Project, FDOT has obtained an order of taking for the property identified as Parcel #124 in that certain eminent domain case under CASE #10-24207 pending in the 17th Judicial Circuit in and for Broward County, Florida, which parcel was formerly a portion of the Fox Trail Elementary School, owned by the School Board, containing certain improvements consisting of a sidewalk and 2-fences (1 on the North Side of the sidewalk and 1 on the South side of the sidewalk) collectively (the "Existing Improvements"); and

WHEREAS, in conjunction with the afore-referenced taking of Parcel #124, FDOT intends to remove the Existing Improvements.

WHEREAS, in order to protect and secure the Fox Trail Elementary School site the School Board requested that FDOT reconstruct the Existing Improvements, including a 5' or greater sidewalk, a sodded and/or landscaped buffer (between the curb and gutter and the sidewalk) and 2-6' chain link fences (the "New Improvements"), in accordance with the plans depicted on the attached Exhibit "A"; and

WHEREAS, FDOT has agreed, at its expense, to construct the New Improvements, provided that the School Board convey additional property to FDOT, which property is identified as Parcel #130 on the attached Exhibit "B"; and

WHEREAS, the School Board is agreeable to conveying the property identified as Parcel #130, provided FDOT shall construct the New Improvements in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Conveyance.** Upon the Effective Date of this Agreement, the School Board shall convey by Special Warranty Deed, a copy of which is attached hereto as Exhibit "C", to FDOT, the property identified as Parcel 130. FDOT shall forthwith, at its expense, record the Special Warranty Deed in the Public Records of Broward county, Florida.
3. **Construction.** In conjunction with the removal by FDOT of the existing improvements, FDOT shall construct, at its expense, the New Improvements or temporary improvements as necessary prior to the New Improvements. Removal of the existing improvements and construction of the New Improvements shall be coordinated in such a manner as to secure the Fox Trail Elementary School property at all times.
4. **Landscaping.** FDOT shall, at its expense, continuously maintain the New Improvements and landscaping on Parcel 130.
5. **Completion.** The DOT shall cause the removal of the Existing Improvements and construction of the New Improvements no later than July 2014.
6. **Default.** In the event that FDOT shall default in its obligations to construct the afore-referenced improvements the School Board shall have the right to enforce this Agreement by Specific Performance, in which event the prevailing party shall be entitled to an award of attorney's fees and costs.
7. **Venue.** The venue for any action to enforce the terms of this Agreement shall be in Broward County, Florida.
8. **Effective Date.** The Effective Date shall be the date on which the last of the Parties executes the Agreement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signed, sealed, and delivered in
our presence:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA a body corporate and
political subdivision of the State of Florida

Witness Signature

BY: _____

NAME: Benjamin J. Williams

TITLE: Chair

Witness Printed Name

Witness Signature

Attest:

BY: _____

NAME: James F. Notter

TITLE: Superintendent of Schools

Witness Printed Name

Approved as to form and legal content:

BY:  _____

NAME: Edward Marko

TITLE: School Board Attorney

Signed, sealed, and delivered in
our presence:

THE STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Witness Signature

BY: _____

NAME: _____

TITLE: _____

Witness Printed Name

Witness Signature

Attest:

BY: _____

NAME: _____

Witness Printed Name

TITLE: _____

Approved as to form and legal content:

BY: _____

NAME: _____

TITLE: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____ as _____ of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, who is personally known to me or who has produced valid driver's licenses for identification.

_____(SEAL)

Notary Public

Print Name: _____

My Commission Expires:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____ as _____ of THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, who is personally known to me or who has produced valid driver's licenses for identification.

_____(SEAL)

Notary Public

Print Name: _____

My Commission Expires:

EXHIBIT "A"

Plans

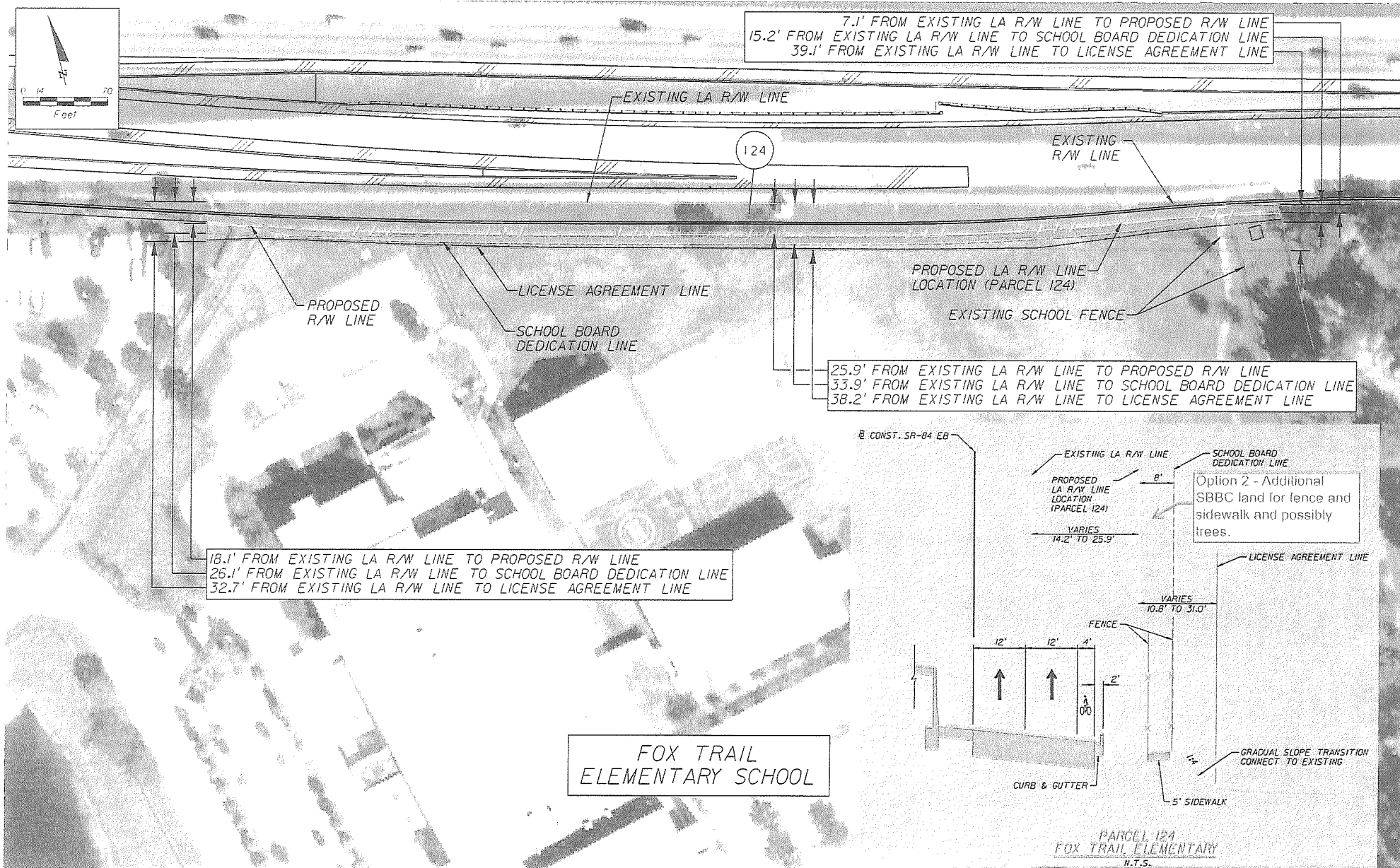


EXHIBIT 3 - OPTION 2

EXHIBIT "B"

Parcel #130 Description

Parcel No. 130

A portion of TRACT 'A', "CALUSA RIDGE", according to the plat thereof, as recorded in Plat Book 147, Page 47 of the Public Records of Broward County, Florida, lying in Sections 8 and 17, Township 50 South, Range 41 East, Broward County, Florida; said portion being more particularly described as follows:

Commence at the Northeast Corner of said TRACT 'A', said corner also being on the Southerly Existing Right of Way line for State Road 84, as shown on the Florida Department of Transportation Parcel Map for Item/Segment No. 4218542 (Section 86095-2420); thence

South 00°31'33" West along the East line of said "CALUSA RIDGE", a distance of 7.06 feet to a point on a non tangent curve concave to the Southwest and the POINT OF BEGINNING; thence Westerly along said curve, having a chord bearing of North 79°04'23" West and a radius of 2,045.48 feet, through a central angle of 03°39'40", an arc distance of 130.70 feet to a point of reverse curvature concave to the Northeast, having a chord bearing of North 78°04'27" West; thence Westerly along said curve, having a radius of 2,121.48 feet, through a central angle of 05°39'32", an arc distance of 209.53 feet to the end of said curve; thence North 75°14'41" West, a distance of 245.38 feet to a point on a tangent curve concave to the Northeast, having a chord bearing of North 74°20'06" West; thence Westerly along said curve, having a radius of 5,767.58 feet, through a central angle of 01°49'11", an arc distance of 183.19 feet to a point of compound curvature; thence continue along said curve concave to the Northeast, having a chord bearing of North 72°51'12" West; thence Westerly along said curve, having a radius of 5,767.58 feet, through a central angle of 01°08'36", an arc distance of 115.10 feet to the end of said curve; thence South 14°44'58" West, a distance of 8.01 feet to a point on a curve concave to the Northeast, having a chord bearing of South 73°45'55" East; thence Easterly along said curve, having a radius of 5,775.58 feet, through a central angle of 02°57'33", an arc distance of 298.29 feet to the end of said curve; thence South 75°14'41" East, a distance of 245.38 feet to a point on a curve concave to the Northeast, having a chord bearing of South 78°04'27" East; thence Easterly along said curve, having a radius of 2,129.48 feet, through a central angle of 05°39'32", an arc distance of 210.32 feet to a point of reverse curvature concave to the Southeast, having a chord bearing of South 79°02'56" East; thence Easterly along said curve, having a radius of 2,037.48 feet, through a central angle of 03°42'35", an arc distance of 131.92 feet to the end of said curve; thence North 00°31'33" East along the East line of said "CALUSA RIDGE", a distance of 8.19 feet to the POINT OF BEGINNING.

Containing 7,079 square feet, more or less.

EXHIBIT "C"

School Board Deed

03-BSD.07-06/93

This instrument prepared
under the direction of:
Laurice C. Mayes, Esq.
Legal description prepared by:
Grace K. Abel (09-03-10)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No.	130.1R
Item/Segment No.	4218542
Section No.	86095-2420
Managing District:	04
S.R. No.	862 (I-595)
County:	Broward

SCHOOL BOARD DEED

THIS DEED, made this _____ day of _____, 2011, by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose address is: 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301-3125, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

Parcel No. 130

Item/Segment No. 4218542

A portion of TRACT 'A', "CALUSA RIDGE", according to the plat thereof, as recorded in Plat Book 147, Page 47 of the Public Records of Broward County, Florida, lying in Sections 8 and 17, Township 50 South, Range 41 East, Broward County, Florida; said portion being more particularly described as follows:

Commence at the Northeast Corner of said TRACT 'A', said corner also being on the Southerly Existing Right of Way line for State Road 84, as shown on the Florida Department of Transportation Parcel Map for Item/Segment No. 4218542 (Section 86095-2420); thence South 00°31'33" West along the East line of said "CALUSA RIDGE", a distance of 7.06 feet to a point on a non tangent curve concave to the Southwest and the POINT OF BEGINNING; thence Westerly along said curve, having a chord bearing of North 79°04'23" West and a radius of 2,045.48 feet, through a central angle of 03°39'40", an arc distance of 130.70 feet to a point of reverse curvature concave to the Northeast, having a chord bearing of North 78°04'27" West; thence Westerly along said curve, having a radius of 2,121.48 feet, through a central angle of 05°39'32", an arc distance of 209.53 feet to the end of said curve; thence North 75°14'41" West, a distance of 245.38 feet to a point on a tangent curve concave to the Northeast, having a chord bearing of

(Continue on the next page)

North 74°20'06" West; thence Westerly along said curve, having a radius of 5,767.58 feet, through a central angle of 01°49'11", an arc distance of 183.19 feet to a point of compound curvature; thence continue along said curve concave to the Northeast, having a chord bearing of North 72°51'12" West; thence Westerly along said curve, having a radius of 5,767.58 feet, through a central angle of 01°08'36", an arc distance of 115.10 feet to the end of said curve; thence South 14°44'58" West, a distance of 8.01 feet to a point on a curve concave to the Northeast, having a chord bearing of South 73°45'55" East; thence Easterly along said curve, having a radius of 5,775.58 feet, through a central angle of 02°57'33", an arc distance of 298.29 feet to the end of said curve; thence South 75°14'41" East, a distance of 246.38 feet to a point on a curve concave to the Northeast, having a chord bearing of South 78°04'27" East; thence Easterly along said curve, having a radius of 2,129.48 feet, through a central angle of 05°39'32", an arc distance of 210.32 feet to a point of reverse curvature concave to the Southeast, having a chord bearing of South 79°02'56" East; thence Easterly along said curve, having a radius of 2,037.48 feet, through a central angle of 03°42'35", an arc distance of 131.92 feet to the end of said curve; thence North 00°31'33" East along the East line of said "CALUSA RIDGE", a distance of 8.19 feet to the POINT OF BEGINNING.

Containing 7,079 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Grantee.

If the property herein conveyed ceases to be used for a public purpose by the State of Florida Department of Transportation, title shall revert to The School Board of Broward County, Florida.

SIGNATURES CONTAINED ON FOLLOWING PAGE

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed, and delivered in
our presence:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA a body corporate and
political subdivision of the State of Florida

Witness Signature

BY: _____
NAME: Benjamin J. Williams

Witness Printed Name

TITLE: Chair

Witness Signature

Attest:

Witness Printed Name

BY: _____
NAME: James F. Notter

TITLE: Superintendent of Schools

Approved as to form and legal content:

BY: 
NAME: Edward Marko

TITLE: School Board Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2011
by _____ as _____ of THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision
of the State of Florida, who is personally known to me or who has produced valid driver's licenses
for identification.

_____(SEAL)
Notary Public
Print Name: _____
My Commission Expires: _____