

FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT ("First Amendment to Agreement") is made and entered into this 13th day of May, 2004 by and among the CITY OF COCONUT CREEK, FLORIDA, a municipal corporation ("City"), and FLORIDA PREPARATORY SCHOOLS MANAGEMENT II, LTD., a Florida limited partnership ("School"):

WITNESSETH:

WHEREAS, on November 17, 1997, School and City entered into a Pre-Annexation Agreement ("Prior Agreement") whereby School and City agreed to certain services and payments from each to the other conditioned on the successful annexation of property into the corporate limits of the City; and

WHEREAS, School owns certain additional real property which was not included in the Prior Agreement, and is located in unincorporated Broward County, Florida ("County") which is designated Estate on the County's Land Use Plan and is the property legally described on Exhibit "A" attached hereto and made a part hereof (the "Annexation Property"); and

WHEREAS, the Parties desires to annex the Annexation Property into its municipal boundaries and have completed the process required by law, as Ordinance No. 2003-029 was enacted on December 15, 2003, which annexed the Annexation Property into the City, pursuant to Section 171.044(2), Florida Statutes ("Annexation"), and was the subject of a public hearing before the Broward County Legislative Delegation on April 8, 2004, with an effective date as provided by Chapter 99-447, Laws of Florida; and

WHEREAS, School plans to construct certain improvements for School use and ancillary uses thereto on a portion of the Annexation Property; and

WHEREAS, the City will be providing the Annexation Property with certain public facilities and services; and

WHEREAS, Owners have agreed to compensate the City in addition to the compensation agreed to in the Prior Agreement, in accordance with the terms and conditions of this First Amendment to Agreement for services provided; and

WHEREAS, the Parties have proposed an Interlocal Agreement by and among the City, the School and Broward County related to the processing of all further permitting approvals, and inspections applicable to the Annexation Property ("Interlocal Agreement") which was approved by the City on April 22, 2004, and is effective prior to formal annexation; and

WHEREAS, the City is willing to enter into this First Amendment to Agreement pursuant to the authority of the Florida Constitution (including Article VIII, Section 2(b) and (m) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), and the City's Charter.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference. Any exhibits to this First Amendment to Agreement are hereby deemed a part hereof.

2. School and City hereby agree that paragraph nine (9) of the Pre-Annexation Agreement is hereby amended to read and provide as follows:

9. Effective upon execution of this First Amendment to Pre-Annexation Agreement, the City shall provide all usual public services as provided throughout the City to the Annexation Property. School further agrees to pay City on or before the effective date of the Annexation and on the anniversary date each year thereafter, ~~\$19,000.00~~ \$25,000.00, to be increased annually thereafter, by the increase in the Consumer Price Index, All Urban Areas, Miami/Fort Lauderdale Area, or four percent, (4%) whichever is less, to a maximum amount of \$38,000.00, to City to reimburse City for expenses incurred in providing supplemental public services to the Annexation Property. This amount shall be known as the "Payment in lieu of Taxes" ("PILOT"). In the event that at any time in the future, the Annexation Property is no longer tax-exempt, the PILOT ~~\$19,000.00~~ payment shall automatically terminate and the Annexation Property shall be subject to all such applicable taxes.

3. Except as hereby modified, that certain agreement between the School and the City dated November 17, 1997 shall remain and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Pre-Annexation Agreement as of the day and year written above.

REMAINDER OF PAGE INTENTIONALLY BLANK

WITNESSES:

FLORIDA PREPARATORY SCHOOLS MANAGEMENT II, LTD., a Florida limited partnership

Barbara Wolfe
Print Name Barbara Wolfe

Carmen J. Mendez
Print Name Carmen J. Mendez

By: Preparatory Schools Management, Inc.,
a Florida corporation, as general partner

By: [Signature]
William Spruce, Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Spruce, the Vice-President of Preparatory Schools Management, Inc., as general partner of Florida Preparatory Schools Management II, Ltd., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of May, 2004.

Linda Sharf
Notary Public

LINDA SHARF
Typed, printed or stamped name of Notary Public

My Commission Expires: 8-18-04



Linda Sharf
My Commission CC829188
Expires August 18, 2004

CITY

ATTEST:

CITY OF COCONUT CREEK

Barbara Steele
City Clerk

By: Paul J. Kelly
City Manager

17 day of May, 2004

APPROVED AS TO FORM:

By: Nancy A. Cousins
City Attorney
NANCY A. COUSINS

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John P. Kelly, City Manager of the City of Coconut Creek. freely and voluntarily under authority duly vested in him by said municipality, and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 2004.

Jacquelyn L Cook
Notary Public

JACQUELYN L COOK
Typed, printed or stamped name of Notary Public

My Commission Expires:

OFFICIAL NOTARY SEAL
JACQUELYN L COOK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD041704
MY COMMISSION EXP. JULY 11, 2005

E:\Legal Counsel\WCousins\Documents\Development Services\North Broward School\First Amendment to PreAnnexation Agreement05-05-04.doc

Coding: Words in struck through type are deletions to text.
Words in underscore are additions to text.
Asterisks (***) indicate existing text not shown.

98-579997

165 49

MARBLE HEAD SUBDIVISION-SECTION I

A REPLAT OF TRACTS 20 AND 26, BLOCK 22 OF "PALM BEACH PARKS COMPANY", PLAT NO. 97 OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 42 EAST, P.M. 2, P.O.B. 24 PALM BEACH COUNTY, FLORIDA.

ASSOCIATE ENGINEERS AND SURVEYORS, INC.
SPECIALTY SURVEYING AND PLANNING AND DESIGN
100 SOUTH PALM BLVD. SUITE 100 PALM BEACH, FLORIDA 33480
PHONE 888-7407 FAX 888-7408

BROWARD COUNTY DEPARTMENT OF STRATEGIC PLANNING AND GROWTH MANAGEMENT:
THE PLAN IS BEING SUBMITTED FOR REVIEW AND APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS.

BROWARD COUNTY PLANNING OFFICIAL:
FOR REVIEW AND APPROVAL OF THE PLAN.

FOR REVIEW AND APPROVAL OF THE PLAN BY THE BOARD OF COUNTY COMMISSIONERS.
DATE: 12/11/98

BROWARD COUNTY ENGINEERING DIVISION:
FOR REVIEW AND APPROVAL OF THE PLAN.
DATE: 12/11/98

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION:
FOR REVIEW AND APPROVAL OF THE PLAN.
DATE: 12/11/98

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION:
FOR REVIEW AND APPROVAL OF THE PLAN.

LEGAL DESCRIPTION:

TRACTS 20 AND 26 IN BLOCK 22 OF PALM BEACH PARKS, ACCORDING TO PLAN 97-000000-000000, AS SHOWN ON PLAT NO. 97 OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 42 EAST, P.M. 2, P.O.B. 24 PALM BEACH COUNTY, FLORIDA.

DEDICATION:

THE LAND IS BEING DEDICATED TO THE PUBLIC USE OF THE STATE OF FLORIDA.

ACKNOWLEDGMENT:

I, the undersigned, do hereby certify that the above is a true and correct copy of the original as recorded in the public records of the State of Florida.

EMPLOYEE'S CERTIFICATE:

I, the undersigned, do hereby certify that the above is a true and correct copy of the original as recorded in the public records of the State of Florida.



APPROVED FOR RECORDING	RECORDED	INDEXED	FILED

10-28-98 05:00 PM OFR 88823 161798

EXHIBIT "A"

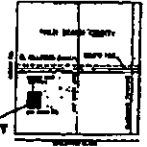
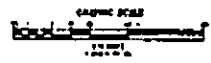
20165 page 49

MARBLE HEAD SUBDIVISION-SECTION I

A REPLAY OF TRACTS 25 AND 26, BLOCK 22 OF, "PALM BEACH FARM COMPANY", PLAY NO. 27 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 42 EAST, P. 3. S. 29E. 42-24 PALM BEACH COURSE, FLORIDA.

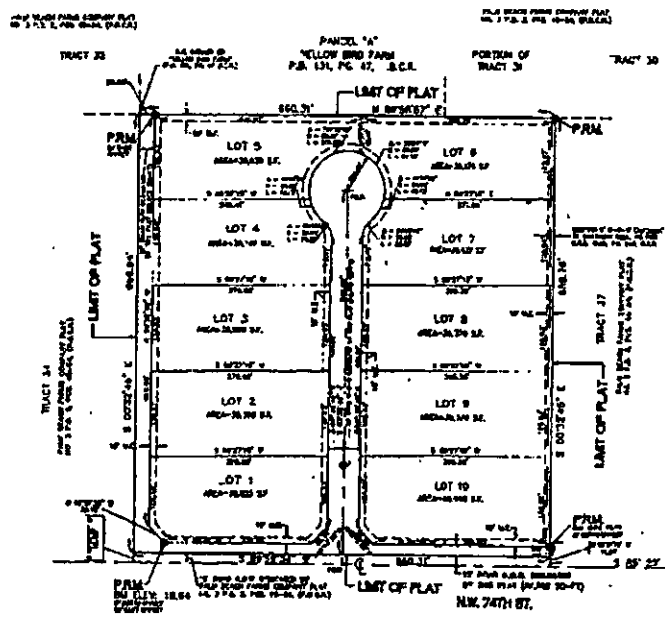
PREPARED BY ASSOCIATED ENGINEERS AND SURVEYORS, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS AND ENGINEERS
1400 NORTH PALM BLVD. S. P.O. BOX 1000
PALM BEACH, FLORIDA 33480
PROJECT NO. 10-472



ACRES TABULATION 50-FT ACRES		
LOTS 1 THROUGH 10	10.750	430
SEEN BY THIS PLAY	1.000	140
TOTAL	11.750	570

LOCATION SKETCH
SECTION 22
R. 42 E.



NOTICE:
THIS PLAY IS A REPLAY OF TRACTS 25 AND 26, BLOCK 22 OF, "PALM BEACH FARM COMPANY", PLAY NO. 27 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 42 EAST, P. 3. S. 29E. 42-24 PALM BEACH COURSE, FLORIDA. THIS PLAY IS A REPLAY OF TRACTS 25 AND 26, BLOCK 22 OF, "PALM BEACH FARM COMPANY", PLAY NO. 27 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 42 EAST, P. 3. S. 29E. 42-24 PALM BEACH COURSE, FLORIDA.

SURVEYOR'S NOTES:

1. THIS PLAY IS A REPLAY OF TRACTS 25 AND 26, BLOCK 22 OF, "PALM BEACH FARM COMPANY", PLAY NO. 27 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 42 EAST, P. 3. S. 29E. 42-24 PALM BEACH COURSE, FLORIDA.
2. THE BOUNDARIES OF THIS PLAY ARE SHOWN BY THE DASHED LINES ON THIS PLAY.
3. THE BOUNDARIES OF TRACTS 25 AND 26, BLOCK 22 OF, "PALM BEACH FARM COMPANY", PLAY NO. 27 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 42 EAST, P. 3. S. 29E. 42-24 PALM BEACH COURSE, FLORIDA, ARE SHOWN BY THE SOLID LINES ON THIS PLAY.
4. THE BOUNDARIES OF THE SURROUNDING TRACTS ARE SHOWN BY THE DOTTED LINES ON THIS PLAY.
5. THE BOUNDARIES OF THE SURROUNDING TRACTS ARE SHOWN BY THE DOTTED LINES ON THIS PLAY.
6. THE BOUNDARIES OF THE SURROUNDING TRACTS ARE SHOWN BY THE DOTTED LINES ON THIS PLAY.
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9. THE BOUNDARIES OF THE SURROUNDING TRACTS ARE SHOWN BY THE DOTTED LINES ON THIS PLAY.
10. THE BOUNDARIES OF THE SURROUNDING TRACTS ARE SHOWN BY THE DOTTED LINES ON THIS PLAY.

SOUTH 1/4 CORNER OF SEC. 22, TWP. 27 S., R. 42 E.



Read entire pg.

This Document Prepared By:
JOHN E. AURELIUS, Esq.
4367 N. Federal Hwy., #101
Fort Lauderdale, FL 33308

INSTR # 101587682
OR BK 32578 PG 1413
RECORDED 01/04/2002 01:25 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D \$,725.00
DEPUTY CLERK 1012

Parcel ID Number: 7232-07-0010
Orange # 11N
County # 2711N

Warranty Deed

This indenture, Made this 2nd day of January, 2002 A.D., Between Stephanie D'Alessandro, a married woman, joined by her spouse, David A. D'Alessandro of the County of Broward State of Florida, grantor, and North Broward Preparatory Schools Ltd., a Florida limited liability Company whose address is: 1600 W. Commercial Blvd., Fort Lauderdale, FL 33309 of the County of Broward State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of ONE HUNDRED THIRTY DOLLARS (\$100) DOLLARS and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, conveyed and sold to the SAID GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, thence lying and being in the County of State of Florida to-wit: Tracts 35 and 36 in Block 83 of PALM BEACH FARMS, according to PALM BEACH FARMS COMPANY'S PLAT NO. 3, recorded in Plat Book 2, Pages 45 to 54, inclusive, of the Public Records of Palm Beach County, Florida, said lands situate, lying and being in Broward County, Florida.*

Subject to restrictions, reservations and easements of record, if any, and taxes for the year 2002 and all subsequent years.

*said property now known as MARBLE BEACH SUBDIVISION - SECTION 1, Lots 1 through 10, inclusive, according to the Plat thereof, as recorded in Plat Book 165, Page 49, of the Public Records of Broward County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whatsoever. In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Printed Name: John E. Aurelius
Witness

[Signature] (Seal)
Stephanie D'Alessandro
P.O. Address: 4840 NE 31 Avenue, Lighthouse Point, FL 33064

[Signature]
Printed Name: David A. D'Alessandro
Witness

[Signature] (Seal)
David A. D'Alessandro
P.O. Address: 4840 NE 31 Avenue, Lighthouse Point, FL 33064

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd day of January, 2002 by Stephanie D'Alessandro

she is personally known to me or she has produced her Florida driver's license as identification.



[Signature]
Printed Name: John E. Aurelius
Notary Public
My Commission Expires

Warranty Deed - Page 2

OR BK 32570 PG 1414

Parcel ID Number: 7232-07-0010

[Signature]
Witness
Print Name: Matthew Woodard

[Signature]
Witness
Print Name: Jack Edwards

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this
David A. DeLussandro

28 day of Dec

, 2008 by

who is personally known to me or who has produced his Florida driver's license or his Florida

[Signature]
Printed Name:
Notary Public
My Commission Expires:

