

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

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Words in underscore are additions to text.
Asterisks (***) indicate existing text not shown.

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:

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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

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

Carmen J. Mendez
Print Name Carmen J. Mendez

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 CC020188
Expires August 18, 2004

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CITY

ATTEST:

CITY OF COCONUT CREEK

Barbara Speer
City Clerk

By: Paul J. Kelly
City Manager

17 day of May, 2004

APPROVED AS TO FORM:

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

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

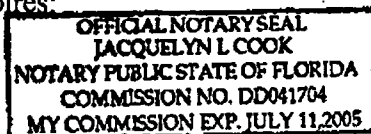
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John P. Kelly, City Manager of the City of Coconut Creek, freely and voluntarily under authority 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:



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98-579997

1165 49

MARBLE HEAD SUBDIVISION-SECTION I

A DISPLAY OF TRACTS 29 AND 30, BLOCK 22 OF, "PALE BEACH FARMS COMPANY", PLAT NO. 6 OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 42 EAST, P.M. 2, P.S. 24-24 PALE BEACH COUNTY, FLORIDA.



ASSOCIATED ENGINEERS AND SURVEYORS, INC.
INCORPORATED IN FLORIDA
2000 N. W. 10TH AVENUE, SUITE 100, MIAMI, FLORIDA 33136
TELEPHONE 361-4611 FAX 361-4612

BROWARD COUNTY DEPARTMENT OF STRATEGIC PLANNING AND GROWTH MANAGEMENT

WE ARE A PART OF THE COUNTY OF BROWARD AND WE ARE A PART OF THE COUNTY OF BROWARD.

BROWARD COUNTY PLANNING COMMISSION

WE ARE A PART OF THE COUNTY OF BROWARD AND WE ARE A PART OF THE COUNTY OF BROWARD.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION

WE ARE A PART OF THE COUNTY OF BROWARD AND WE ARE A PART OF THE COUNTY OF BROWARD.

BROWARD COUNTY ENGINEERING DIVISION

WE ARE A PART OF THE COUNTY OF BROWARD AND WE ARE A PART OF THE COUNTY OF BROWARD.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION

WE ARE A PART OF THE COUNTY OF BROWARD AND WE ARE A PART OF THE COUNTY OF BROWARD.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION

WE ARE A PART OF THE COUNTY OF BROWARD AND WE ARE A PART OF THE COUNTY OF BROWARD.

LEGAL DESCRIPTION:

SECTION 29 AND 30 OF PALE BEACH FARMS, DIVISION 22 OF PALE BEACH FARMS COMPANY, PLAT NO. 6 OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 42 EAST, P.M. 2, P.S. 24-24 PALE BEACH COUNTY, FLORIDA.

DEDICATION:

THE LAND IS BEING DEDICATED TO THE PUBLIC USE OF THE COUNTY OF BROWARD AND THE CITY OF MIAMI BEACH, FLORIDA.

ACKNOWLEDGMENT:

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

SURVEYOR'S CERTIFICATE:

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.



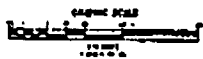
10-28-98 05:00PM DEB RRR 16 1798

EXHIBIT "A"

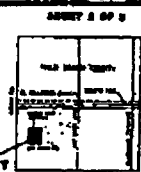
MARBLE HEAD SUBDIVISION-SECTION I

A REPLAT OF TRACTS 28 AND 29, BLOCK 22 OF, "PALM BEACH FARMS COMPANY", PLAY NO. 2 OF SECTION 23, TOWNSHIP 47 SOUTH, RANGE 42 EAST, P. 3. S. PGS. 43-44 PALM BEACH COUNTY, FLORIDA.

Prepared by
ASSOCIATED ENGINEERS AND SURVEYORS, INC.



1000 FEET
1:10000
DATE: JANUARY 1975



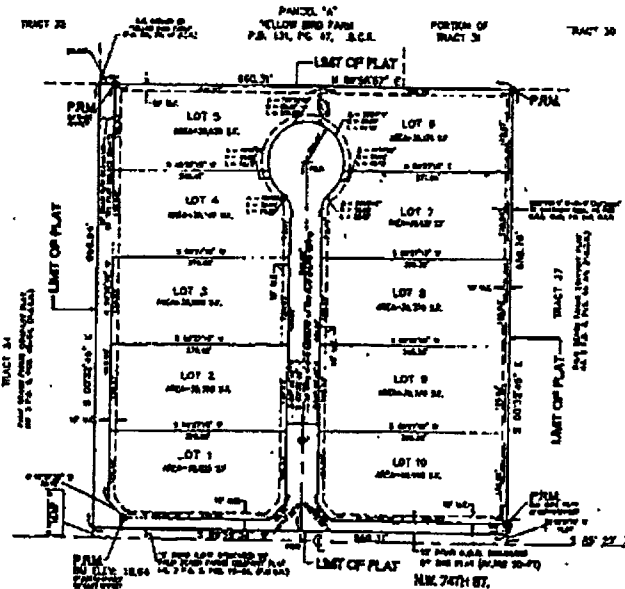
AREA	TAXATION	30-77	ACRES
LOT 1 THROUGH 10	RESID		43.2
AREA OF THIS PLAY	RESID		1.00
TOTAL	RESID		44.20

THIS PLAY

LOCATION SKETCH
S.T.S.

TRACT 28
100' X 100' (SEE PLAN)

TRACT 29
100' X 100' (SEE PLAN)



NOTICE:
THIS SUBDIVISION IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN PLAY NO. 2 OF SECTION 23, TOWNSHIP 47 SOUTH, RANGE 42 EAST, P. 3. S. PGS. 43-44 PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:
1. THIS SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE ANGLES WERE MEASURED BY THE METHOD OF REPEATED SIGHTS.
2. THE DISTANCES WERE MEASURED BY THE METHOD OF TAPES AND THE TAPES WERE CALIBRATED AT THE BUREAU OF STANDARDS.
3. THE CORRECTIONS FOR TEMPERATURE, TENSION AND SAG WERE APPLIED TO THE TAPING RECORDS.
4. THE MEAN SEA LEVEL WAS DETERMINED BY THE METHOD OF BAROMETRIC REDUCTIONS.
5. THE BEARINGS WERE MEASURED BY THE METHOD OF TRANSIT SIGHTS.
6. THE CORRECTIONS FOR LOCAL MAGNETIC VARIATION WERE APPLIED TO THE BEARING RECORDS.
7. THE FINAL BEARINGS AND DISTANCES WERE CALCULATED BY THE METHOD OF TRIGONOMETRY.
8. THE AREA OF THIS PLAY WAS CALCULATED BY THE METHOD OF COORDINATE GEOMETRY.
9. THE TOTAL AREA OF THIS PLAY IS 1.00 ACRES.
10. THE TOTAL AREA OF TRACTS 28 AND 29 IS 44.20 ACRES.

SOUTH 1/4 CORNER OF
SEC. 23, TWP. 47 S., R. 42 E.



Handwritten: Book 18747-75

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

INSTR # 101587682
OR BK 32578 PG 1413
RECORDED 01/04/2002 01:15 PM
COMMISSION
BROWARD COUNTY
DOC STAMP-D 6,725.00
DEPUTY CLERK 1012

Parcel ID Number: 7232-07-0010
Orange #1 TIM
County #2114:

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
-----THIRTY DOLLARS (\$30)----- 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, to-wit:
Tracts 38 and 39 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 50, 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 MARLE 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 M. Augerlus Witness
[Signature] Printed Name: Stephanie D'Alessandro (Seal)
[Signature] Printed Name: David A. D'Alessandro (Seal)
[Signature] Printed Name: Donna E. Augerlus Witness

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 M. Augerlus
Notary Public
My Commission Expires

Warranty Deed - Page 2

OR BK 32578 PG 1414

Parcel ID Number: 7232-07-0010

[Signature]
Witness
Print Name: DAVID A. DELLAMANDRO

[Signature]
Witness
Print Name: JOHN E. DELLAMANDRO

STATE OF Florida
COUNTY OF Broward

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

28 day of June, 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: _____

