



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$1,370,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$1,370,000</b>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No **X**  
 Budget Account No: Fund 4111 Department 121 Unit A187 Object 6101  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this item will result in the expenditure of \$ 1,370,000 from Airport Revenue.

C. Departmental Fiscal Review: CM Simon

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

Elizabeth Blaise 12/13/06  
 OFMB  
 12/13/06  
 12-13-06  
 12/11/06  
Jim J. Jovell 12/14/06  
 Contract Dev. and Control  
 12/14/06  
 This item complies with current County policies.

B. Legal Sufficiency:  
Rena Burke  
 Assistant County Attorney

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

**DEPARTMENT OF AIRPORTS**

**AGREEMENT FOR PURCHASE AND SALE**

This Agreement for Purchase and Sale, is made and entered into \_\_\_\_\_ by and between Frank W. Cathey, Trustee of the Frank W. Cathey Revocable Trust, dated December 23, 1986, and Frank W. Cathey and Cheryl C. Crane, Co-Successor Trustees of the Virginia W. Cathey Revocable Trust, dated December 23, 1986, (hereinafter referred to as the "Seller") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

**WITNESSETH:**

1. DEFINITIONS. The following terms as used herein shall have the following meanings:

1.1 "Agreement" - this instrument, together with all exhibits, addenda and proper amendments hereto.

1.2 "Closing" and "Closing Date" - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 6.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 "Current Funds" - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 "Effective Date" - the effective date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners shall have approved the execution of this Agreement at a formal meeting of the Board.

1.5 "Inspection Period" - that certain period of time commencing upon the Effective Date hereof, and terminating thirty (30) days thereafter.

1.6 "Permitted Exception" - that certain Clearance Easement recorded in Official Records Book 870, page 13.

1.7 "Property" - The real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situated thereon together with the tenements, hereditaments, easements, privileges, and appurtenances belonging to or serving such property.

2. SALE AND PURCHASE. In consideration of the mutual covenants herein contained, and other good and valuable consideration, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants and conditions hereinafter set forth, the Property, together with all right, title and interest of Seller in and to any and all streets, roads, highways, easements, accesses and rights of way appurtenant to the Property, together with all improvements located thereon, if any.

3. PURCHASE PRICE AND METHOD OF PAYMENT.

3.1 Purchase Price. The purchase price of the Property shall be One Million Three Hundred Seventy- Thousand Dollars (\$1,370,000.00).

3.2 Payment of Purchase Price. On the Closing Date, County shall pay the total amount of the purchase price of the Property, subject to any adjustments, credits and prorations as herein provided.

4. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents and warrants to the best of his knowledge to County as follows:

4.1 That Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property which is the subject matter of this Agreement, free and clear of all liens and encumbrances, with the exception of the Permitted Exception.

4.2 That there is no litigation, investigation or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affect Seller's ability to perform its obligations under this Agreement.

4.3 That there are no judicial or administrative actions, suits or judgments affecting the Property, including without limitation, any such laws, ordinances, rules or regulations of any governmental authority having jurisdiction of the Property.

4.4 That there are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

4.5 There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted, or planned to be instituted with regard to the Property.

4.6 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.8 There are no service contracts affecting the Property which will survive Closing.

4.9 That all ad valorem real property taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with paragraph 11 hereof, for the year of Closing and all prior years.

4.10 That Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.11 That the Property is not presently being nor in the past been used for the handling, storage, transportation, or disposal of hazardous or toxic substances, wastes or materials.

4.12 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, County shall have the right to terminate this Agreement at any time prior to Closing upon written notice to Seller.

5. INSPECTION OF PROPERTY. During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner. Nothing contained herein shall be deemed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder. The obligation of County to close hereunder is contingent upon there being no adverse change in the condition of the Property or the investigations performed pursuant to this Agreement.

6. Closing. The parties agree that the Closing upon the Property shall be consummated as follows:

6.1 Place of Closing. The Closing shall be held at the Palm Beach County Property & Real Estate Management Department, 3323, Building 503, West Palm Beach, Florida, 33406-1491, or such other location as designated by County.

6.2 Closing Date. The Closing shall be Seventy-Five (75) days following the Effective Date of this Agreement or at such earlier date as is mutually agreed upon by the parties.

6.3 Closing Documents. At Closing, Seller shall deliver or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:

6.3.1 Statutory Warranty Deed. A Statutory Warranty Deed conveying good and marketable fee simple title to the Property.

6.3.2 Affidavit of Seller. A Seller's Affidavit in form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy, and stating that the Property is free and clear of all encumbrances, mortgages, liens leases, licenses, contracts or claim of rights.

6.3.3 Additional Documents. The parties shall also execute and deliver such other instruments as are necessary or reasonable to consummate the transactions herein contemplated including Seller's Disclosure of Beneficial Interests as required by 286.23, Florida Statutes, which Seller shall provide to County no later than ten (10) days prior to closing.

6.4 Possession. At Closing, Seller shall deliver full, complete and exclusive possession of the Property to the County, unless Seller has entered into a lease with County for the Property on or before the Closing Date. Seller shall be entitled to and obligated to remove all personal property from the Property.

6.5 County's Obligations. At Closing, County shall deliver, or cause to be delivered, to Seller, the following:

6.5.1 Cash Due at Closing. The required payment due as cash due at Closing as provided elsewhere herein.

## 7. EVIDENCE OF TITLE

7.1 The County may order an owner's title insurance commitment, together with legible copies of all exception to coverage reflected therein, issued by a title insurance company, acceptable to County agreeing to issue to the County upon the recording of the Warranty Deed to the Property, an owner's marketability title insurance policy in the amount of the purchase price, insuring the marketability of the fee title of the County to the Property. The cost of said commitment and policy and any premium therefore shall be borne by County.

7.2 In the event the title insurance commitment shall show as an exception any matter which would render the title unmarketable other than the Permitted Exception, County shall notify Seller of County's objections thereto, and Seller shall act with reasonable effort to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date if necessary) within which to cure such defects or to make arrangements with the title insurer for the removal of any such objections from the commitment. Seller shall have the option of discharging any such matters at Closing out of the Closing proceeds. If the defect(s) shall not have been so cured or removed from the commitment by endorsement thereto at the termination of the

said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, in which event the parties shall be relieved of all further obligations hereunder.

7.3 County may request, prior to the Closing, an endorsement of the commitment making if effective to within five (5) days of the Closing Date. At Closing, the title insurance commitment shall be endorsed to remove any and all requirements or preconditions to the issuance of an owner's marketability title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property, provided that County has obtained a survey which would permit the deletion of the standard survey exception; (c) easements or claims of easement not shown by the public records; (d) 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; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Property by the County.

7.4 Seller warrants and represents that Seller has not taken any action which would impair or otherwise affect title to any portion of the Property on or after August 13, 2006, through the Effective Date of this Agreement, and Seller has not recorded any documents in the Public Records which would affect title to the Property on or after August 13, 2006, through the Effective Date of this Agreement. From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

8. SURVEY. County shall have the right to obtain a current survey of the Property and all improvements thereon. Said survey shall be prepared in accordance with the minimum technical standards for surveys within the State of Florida. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, which affect marketability of the Property, the same shall be treated as title defects as described in Section 7 of this Agreement and County shall have the same rights and remedies as set forth therein.

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

10. EXPENSES. County shall be responsible for preparation of all Closing documents.

10.1 County shall pay the following expenses at Closing.

10.1.1 The cost of recording the deed of conveyance.

10.1.2 Documentary Stamps required to be affixed to the deed of conveyance.

10.1.3 All costs and premiums for the owner's marketability title insurance commitment and policy.

10.2 Seller shall pay the following expenses at Closing:

10.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or

encumbrances upon the Property.

10.3 The Seller and County shall each pay their own attorneys' fees.

11. PRORATIONS. On or before the Closing Date, Seller shall establish and escrow fund with the County Tax collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem real property taxes for the year of Closing as determined by the Tax Collector.

12. ASSESSMENTS. If on the Closing Date, the Property or any part thereof shall be or shall have been affected by assessments which are, or which may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liened upon the premises affected thereby, and shall be paid and discharged by the Seller on or before Closing Date.

13. CONDEMNATION. In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations and warranties of this Agreement, to the Closing of the transaction contemplated hereby and receive title to the Property; receiving, however, any and all damages, awards or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

14. REAL ESTATE BROKER. Seller and County each represents and warrants to the other that it has not dealt with any broker, salesman, agent or finder in connection with this transaction, except O.R. Colan Associates, Inc. ("Broker") whose commissions and fees shall be payable by County pursuant to separate written agreement. Seller agrees to indemnify, defend and save the County harmless from the claims and demands of any real estate broker, salesman, agent or finder, other than Broker, claiming to have dealt with Seller. Such indemnity shall include, without limitation, the payment of all costs, expenses and attorneys fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

15. LEASE. The parties acknowledge and agree the Property is unoccupied as of the Effective Date of this Agreement. Seller acknowledges that County offered to lease the Property to Seller for ninety (90) days following the date of Closing; provided that Seller agreed to execute, not later than the Closing Date, a lease with County. Seller hereby represents and warrants to County that Seller: (i) will not require possession of the Property after the Closing Date, (ii) intends to remove any remaining personal property prior to Closing; and (iii) will not require a lease of the Property.

16. FIRPTA. Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act, (the "Act"). At Closing, the Seller shall execute and deliver to County, a "Non-Foreign Certificate", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Certificate, County shall be authorized to withhold from the Closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

17. MAINTENANCE. Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Buyer shall have access to the

Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

18. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

18.1 County:

Palm Beach County  
Department of Airports of Palm Beach County  
Building 846, PBIA  
West Palm Beach, Florida 33406-1491

With a copy to:

County Attorney  
Palm Beach County Attorneys' Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

18.2 Seller:

Frank W. Cathey, Trustee  
120 Sea Steppes Court  
Jupiter, FL 33477

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

19. ASSIGNMENT. No party to this Agreement may assign this Agreement or any interest herein without prior written consent of the other party(s), which may be granted or withheld at such other party(s) sole and absolute discretion.

20. DEFAULT. In the event Seller fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

22. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

23. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

24. TIME OF ESSENCE. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

25. INTEGRATION. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.
26. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.
27. NON-EXCLUSIVITY OF REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
28. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds or race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
29. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.
30. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.
31. SURVIVAL. The parties warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.
32. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
33. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
34. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
35. In the event the Palm Beach County Board of County Commissioners has not approved this Agreement on or before January 15, 2007, Seller's approval of this Agreement shall automatically be deemed null and void and revoked.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered in the presence of:

Date of Execution by Seller:

Nov 27, 2006

[Signature]

Steven Samiljan  
(as to Seller)

SELLER:

[Signature]

Frank W. Cathey, Individually and as Trustee,  
Of the Frank W. Cathey Revocable Trust, dated  
December 23, 1986, as Co-Successor Trustee of the  
Virginia W. Cathey Revocable Trust, dated  
December 23, 1986

Print Name FRANK W. CATHEY

[Signature]  
Mia Ortiz  
(as to Seller)

SELLER:

[Signature]

Cheryl C. Crane, Individually and as Co-Successor  
Trustee Of the Virginia W. Cathey Revocable  
Trust, dated December 23, 1986

Print Name CHERYL C. CRANE

[Signature]  
ANNE L. LICHTIGMAN  
(as to Seller)

(as to Seller)

[Signature]  
MICHAEL B. CRANE  
(as to Seller)

Date of Execution by County:

\_\_\_\_\_, 200\_\_

Attest:

SHARON BOCK, Clerk & Comptroller

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

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

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

By: [Signature]  
Director of Airports

Runway 9L – West  
Parcels W-301

Exhibit "A"

Legal Description

The S1/4 of the NE1/4 of the NE1/4 of the SW1/4, Section 36, Township 43 South, Range 42 East, less the right-of-way granted for State Road 809 and less the following described property: From the NW corner of said S1/4 of the NE1/4 of the NE1/4 of the SW1/4 run South 01 degrees 53' 19" West for 37.66 feet along the West line of said S1/4 of the NE1/4 of the NE1/4 of the SW1/4 to a point; thence run South 87 degrees 12' 51" East 616.94 feet to a point on a line parallel to and 53 feet West of measured at right angles to the North-South Quarter section line of said Section 36; thence run North 01 degrees 54' 39" East along said parallel line for 47.61 feet to a point on the North line of said S1/4 of the NE1/4 of the NE1/4 of the SW1/4; thence run North 88 degrees 08' 21" West along said North line to the Point of Beginning.

The foregoing description is based upon a bearing of North 01 degrees 54' 39" East of the North-South ¼ section line of Section 36.

MEMORANDUM

TO: Jerry L. Allen, AAE  
Deputy Director Planning and Community Affairs

FROM: Yamilette Bertelsen  
O. R. Colan Associates, Inc.

DATE: Tuesday, November 28, 2006

SUBJECT: Runway 9L-West  
Recommendation For Administrative Settlement  
Parcel: W-301, Frank W. Cathey, Trustee of the Frank W. Cathey Revocable Trust, dated December 23, 1986, and Frank W. Cathey and Cheryl C. Crane, Co-Successor Trustees of the Virginia W. Cathey Revocable Trust, dated December 23, 1986

An Agreement for Purchase and Sale in the amount of \$1,370,000. has been signed by Frank W. Cathey, Trustee and Cheryl C. Crane, Individually and Co-Successor Trustee, who are the owners of Parcel W-301, on the above referenced project. This agreement represents an increase of \$70,000. over the approved appraisal report of \$1,300,000. It should be noted that the assessed value from the Palm Beach County Tax Collector is \$381,190. for this improved lot.

Should the County decide that \$1,370,000. is a reasonable and justified amount, this agreement would be considered an Administrative Settlement under the FAA ORDER 5100.37A Chapter 3.; Section 2. The FAA lists many items to be considered when entering into an Administrative Settlement. Our office will summarize the situation of the potential settlement and offer our recommendation to the County.

The subject property is an improved lot located on the west side of Military Trail. The property is located at 383 North Military Trail, West Palm Beach, Florida. The subject site contains approximately 1.75 acres of land and is zoned CG and RM with a future land use designation of CH/IND. The 3,828 s.f. building improvement on the lot was completely destroyed by a fire in November of 2005 and effectively deems no contributory value in the present condition. Formerly, the site was operating as an adult entertainment facility. The existing business sign that was installed approximately (6) years ago at a cost of \$16,000.00. was not included as part of the appraisal, the sign being in good condition could be relocated and deems a salvage value of at least \$10,000.

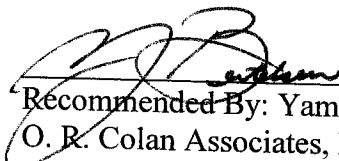
Page 2 of 2

Jerry L. Allen, AAE

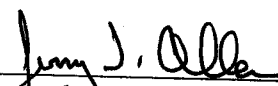
Tuesday, November 28, 2006

On October 17, 2006, Paul S. Cowan, Mr. Cathey's real estate broker, presented a counter offer in the amount of \$1,650,000. Upon discussion with the Department of Airports, taking into account recent commercial sales in the area and the business sign that was not included in the appraisal, an all inclusive counter-counter offer in the amount of \$1,370,000. was extended to the property owners through their broker, Mr. Cowan. Mr. Cathey and his daughter Cheryl C. Crane, Co-Successor, would like to move forward with the Counter-Counter offer amount of \$1,370,000. The most reasonable solution to the acquisition of the subject lot is to compromise and settle at a price agreeable to all parties involved.

The difference between the appraised value of \$1,300,000 for the subject site and the negotiated settlement of \$1,370,000 is \$70,000. which represents an increase of approximately 5.4% over the appraised value. It is in the best interest of Mr. Cathey & Mrs. Crane and Palm Beach County to move forward with this transaction.

  
Recommended By: Yamilette Bertelsen, Acquisition Agent  
O. R. Colan Associates, Inc.

DATE: 11/28/06

  
Approved By: Jerry L. Allen, AAE  
Deputy Director Planning and Community Affairs  
Palm Beach County Department of Airports

DATE: 11/28/06

Tuesday, November 28, 2006

Jerry L. Allen, AAE  
Deputy Director Planning and Community Affairs  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

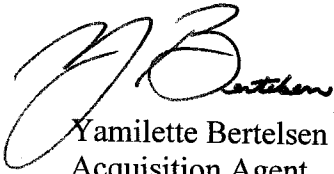
**RE: Runway 9L-West**  
Transmittal of Agreement For Purchase and Sale  
Parcel: W-301, Frank W. Cathey, Trustee of the Frank W. Cathey Revocable Trust, dated December 23, 1986, and Frank W. Cathey and Cheryl C. Crane, Co-Successor Trustees of the Virginia W. Cathey Revocable Trust, dated December 23, 1986

Dear Mr. Allen:

Enclosed please find two (2) executed original Agreement For Purchase and Sale - Contacts, a copy of the offer letter, the review appraisal statement and the contact record for Parcel W-301 on the above referenced project. The Agreements have been signed at the negotiated amount of \$1,370,000. = [\$1,300,000. (appraised amount) + \$70,000. (counter-counter offer increase)].

These Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their December 19, 2006 meeting. Should you have any questions, please contact our office.

Sincerely,

  
Yamilette Bertelsen  
Acquisition Agent

YB/yb

Attachments

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Tony Masilotti, Chairman  
Addie L. Greene, Vice Chairperson  
Karen T. Marcus  
Jeff Koons  
Warren H. Newell  
Mary McCarty  
Burt Aaronson

COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS

  
**Palm Beach International Airport**  
G A T E W A Y T O

*the Best of Everything!*

Date: October 13, 2006

Received by: \_\_\_\_\_  
Date: \_\_\_\_\_

*Frank W. Cathey*  
10/13/06

Frank W. Cathey, Trustee of the  
Frank W. Cathey Revocable Trust &  
Frank W. Cathy and Cheryl L. Crane,  
Co-Successor Trustees of the  
Virginia W. Cathey Revocable Trust  
120 Sea Steppes Court  
Jupiter, FL 33477

Subject: Palm Beach International Airport  
Runway 9L - West  
Offer to Purchase  
Parcel W-301  
Property Location: 383 North Military Trail  
Property Control No.: 00-42-43-36-00-000-7050

Dear Property Owner(s):

This letter is to inform you of the intent of the Palm Beach County Department of Airports to offer to acquire your property located at 383 North Military Trail, West Palm Beach, Florida 33415 and the compensation you may expect to receive for its purchase.

With respect to the offer to purchase your property, you will be offered compensation in an amount not less than the approved fair market value, which is based on an appraisal using current market data obtained by a qualified real estate appraiser and that has been reviewed and checked by another appraiser. The appraisal does not reflect any decrease or increase in the fair market value caused by the project for which your property is being acquired.

The Department has reviewed the appraisal that was prepared on your property and determined that the fair market value of the property to be acquired is \$1,300,000.00.

After the Department has acquired your property (date of closing), you will be expected to surrender possession of the subject property at the time of closing. You have the right to full payment of the fair market value of your property prior to surrendering possession, provided title is clear.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
(561) 471-7412 FAX: (561) 471-7427  
www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens



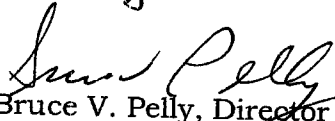
printed on recycled paper

"An Equal Opportunity-Affirmative Action Employer"

Because the Department is now acquiring properties in the project area on a voluntary basis to the extent federal funds are currently available and in order that the available funding is utilized at the earliest date practical to persons desiring to sell in the higher priority areas, this opportunity for you to sell your property is limited to ninety (90) days from the date of this letter unless you express a desire not to sell your property.

It is the intent of the Department to assist you in every way possible in conveying your property to the Department. If you have any questions, please feel free to contact a representative from O.R. Colan Associates, Inc. at (561)478-7210.

Sincerely, *JA*

  
Bruce V. Pelly, Director  
Department of Airports

BVP/dn

cc: Jerry L. Allen, AAE, Dept. of Airports  
O.R. Colan Associates, Inc.  
Parcel File

**APPRAISAL REVIEW OF 383 NORTH MILITARY TRAIL  
Department of Airports  
Palm Beach County, Florida**

**OWNER: Frank W. Cathey and Cheryl L. Crane, Trustees**

**OUR FILE: PBI-7  
PARCEL: W-301**

**PROPERTY LOCATION: 383 North Military Trail, West Palm Beach, Florida**

**I have completed my review of the above-referenced parcel. My opinion is based on the following.**

**This value estimate is based on an appraisal report prepared by Robert Banting, MAI and Michael Brady of Anderson & Carr, Inc. Both appraisers are state certified. The date of value is August 9, 2006 and the date of the report is August 22, 2006.**

**The scope of the appraisal review included a field inspection of the subject property, surrounding neighborhoods and the comparable sales. The appraisers' report and analysis was reviewed for reasonableness and consistency. The review did not include reverifying any data or conducting an independent sales search.**

**I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.**

**My estimate has been reached independently without collaboration or direction and is based on appraisals and other pertinent factual data.**

**The interest appraised is the unencumbered fee simple estate of the subject property.**

**The function of the appraisal is to estimate the market value of the fee simple estate. The intended use of the appraisal is to assist Palm Beach Department of Airports in the acquisition of the property.**

**Unless otherwise stated, this value estimate contains no items compensable under state law but not eligible under federal reimbursement.**

**Unless otherwise stated, the reviewer agrees with the identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures, which the appraiser considered to be part of the real property to be acquired.**

**The subject property is a 1.75 acre tract of property on the west side of Military Trail, north of Southern Boulevard. The property was previously improved with the Landing Strip Bar, an adult entertainment facility. The bar was destroyed by fire on October 27, 2005. Though portions of the structure still remain, primarily the exterior walls, effectively the structure was a total loss. According to a spokesman for the Palm Beach County Planning and Zoning Department, the facility has been closed in excess of 180 days and has lost its grandfathered in non-conforming use status. As a result the appraiser appraised the site as a vacant commercial tract with no additional value for its previous adult entertainment status.**

**The property is zoned a combination of CG (General Commercial) and RM (Medium Density Multi Family). The appraiser's opinion of highest and best use was for commercial development with the rear RM portion of the site used for parking in support of the developed front area. This appears reasonable.**

APPRAISAL REVIEW OF 383 NORTH MILITARY TRAIL  
Department of Airports  
Palm Beach County, Florida

OWNER: Frank W. Cathey and Cheryl L. Crane, Trustees

OUR FILE: PBI-7  
PARCEL: W-301

PROPERTY LOCATION: 383 North Military Trail, West Palm Beach, Florida

A market value estimate was based on six recent sales listings of commercial property in the central Palm Beach County area. The sales all occurred within the last twelve months. Three of the six market indices had split zoning like the subject. The three sales and listings that were analyzed as being most comparable indicated a value range from \$14.95 per square foot to \$20.00 per square foot. The highest indication was a current listing. The appraiser's conclusion of \$17.00 per square foot is adequately supported by the sales analyzed. This resulted in a property valuation of \$1,300,000.

No environmental impact studies were provided to the appraiser or reviewer. The existence of hazardous substances, including without limitation, asbestos, polychlorinated byphenyls, petroleum leakage, or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of the appraiser, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. However, the appraiser is not qualified to test such substances or conditions. If the presence of such substances as asbestos, ureaformaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such condition or for any expertise or engineering knowledge required to discover them.

Based on a review of the data and the report prepared by Anderson & Carr, Inc., the market value of the subject property is estimated to be \$1,300,000. This value is as of August 9, 2006.

August 31, 2006  
Date of Signature



Edward E. Wilson, ASA, State Certified  
General Real Estate Appraiser #RZ123, Review Appraiser

# PALM BEACH INTERNATIONAL AIRPRT

OFFER CONTACT: PROJECT: Runway 9L - West PARCEL NO. W-301  
PROPERTY OWNER(S): Frank W. Cathey, Trustee and Cheryl C. Crane, Co-Successor  
PROPERTY ADDRESS: 383 North Military Trail, West Palm Beach, FL 33406  
DATE: 10/13/06 PLACE: 120 Sea Steppes Court, Jupiter, FL 33477  
CONTACT BY: TELEPHONE: \_\_\_\_\_ IN PERSON: X MAIL: \_\_\_\_\_  
PERSONS PRESENT: Frank W. Cathey, Owner ; Paul S. Cowan, Broker; Yamilette Bertelsen

ITEMS DISCUSSED:

X APPRAISAL & REVIEW PROCEDURES  
X NEGOTIATION PROCESS  
X RELOCATION BENEFITS  
X CLOSING PROCEDURE  
X OFFER OF ASSISTANCE IN  
OBTAINING REPLACEMENT  
X AGREEMENT TO SELL

ITEMS DELIVERED:

X OFFER LETTER  
X AGREEMENT TO SELL  
RELOCATION STATEMENT OF ELIGIBILITY  
X RELOCATION BROCHURE  
OTHER, SPECIFY: \_\_\_\_\_

SUMMARY OF MEETING AND COMMENTS:

10-13-06 An offer in the amount of \$1,300,000. was presented to Frank W. Cathey, Trustee, this afternoon in the presence of his real estate Borker Paul S. Cowan. I confirmed ownership of the parcel before extending the offer and provided Mr. Cathey and Mr. Cowan with general information regarding the Voluntary Acquisition Program. The County Commissioner's Board approval process was also discussed. Mr. Cathey and Cowan indicated they would like to review the offer and get back to me.

AMOUNT OF ANY COUNTER OFFERS: \$1,650,000. NEGOTIATOR: Yamilette Bertelsen

SUMMARY OF ADDITIONAL CONTACTS:

10/17/2006 - The owner's real estate Broker, Paul S. Cowan, presented a counter offer of \$1,650,000.00 today. The Department rejected the counter offer.

10/31/06 - Based on dicussions with the Palm Beach Department of Airports a counter-counter offer in the amount of \$1,370,000. was made to Mr. Cowan this afternoon.

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET TRANSFER

07

FUND 4111 - AIRPORTS IMPROVEMENT AND DEVELOPMENT FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>EXPENDITURE</b>	<b>AIRPORT EXPENDITURES</b>							
121-A187-6101	Land Acquisition 9LW	0	0	1,370,000		1,370,000	0	1,370,000
121-A900-9909	RESERVES	9,354,802	13,635,295	0	1,370,000	12,265,295		12,265,295
	<b>TOTAL EXPENDITURES</b>	<u>83,113,597</u>	<u>89,636,564</u>	<u>1,370,000</u>	<u>1,370,000</u>	<u>89,636,564</u>		

Signatures \_\_\_\_\_ Dates \_\_\_\_\_

Department of Airports / Finance.....

Initiating Department / Division

Administration / Budget Department Approval..

Finance Department - Posted.....

*C. M. Samir* 12/1/04

By Board of County Commissioners  
 At Meeting of \_\_\_\_\_

Deputy Clerk to the  
 Board of County Commissioners

**SELLERS DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)**

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the \_\_\_\_\_ (position - i.e. president, partner, trustee) of \_\_\_\_\_ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

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

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

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

**EXHIBIT "A"**

**PROPERTY**



