

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 15, 2007 [] Consent [X] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Road Extension Agreement with Callery-Judge Grove, L.P. (Callery) and Seminole Improvement District for acquisition of .446 acres, at no cost, in connection with construction of the County's Acreage Communities' facilities.

Summary: On June 20 2006, the Board approved a Settlement Agreement (R-2006-1177) with Callery and on September 5, 2006, the County acquired a total of approximately 12.66 acres (12.02 site and .644 access road) from Callery for development of County facilities (fire station and library). The property is located west of Seminole Pratt across from the Grove Market Shopping Center, in unincorporated Loxahatchee. As provided in the Settlement Agreement, the County and Callery agreed to relocate the proposed fire station approximately 200' west which requires a 200' (.446 acres) extension to the currently designated access road. This Road Extension Agreement provides for Callery to convey the additional right-of-way required for the road extension. Callery will have the first right of refusal to repurchase the property, at the then current fair market value, should the County decide to sell all or any portion of the road within the first 20 years from the date of conveyance. This Road Extension Agreement provides for Callery to pay all closing costs and to reimburse the County \$51,069.35 at closing for the re-design costs associated with the relocation of the fire station. Closing is scheduled to occur within 10 days of Board approval. Subsequent to the conveyance to the County, the entire access road will be dedicated for use as public road right-of-way. Should Callery develop its property adjacent to the access road, the County will convey the entire access road property to Seminole Improvement District. (PREM) District 6 (JMB)

Background and Policy Issues: On December 2, 2003, the Board approved an Agreement for Donation of Land (R-2003-1967) with Callery. Closing did not occur and in 2005 the County sued Callery for specific performance. On June 20, 2006, the Board approved a Settlement Agreement and the County acquired the property on September 5, 2006. Full background of the details are included in the attached June 20, 2006 Board item approving the Settlement Agreement. Callery is responsible for all costs associated with the closing, including, but not limited to, a title policy, survey, and the recording of documents. Under Florida Statutes Section 286.23, a Disclosure of Beneficial Interests is required to be provided in connection with any purchase of property by the County. As such, Callery provided its Disclosure which is attached as Attachment 3. The Disclosure identifies Flowerfield Properties, Inc., a wholly owned subsidiary of Gyrodyne Company of America, Inc., as holding a 10.9% ownership interest in Callery-Judge, L.P. Gyrodyne Company of America, Inc. is registered with the Federal Securities Exchange Commission (SEC) and therefore no further information is required as the Statute provides an exemption for entities registered with the SEC. This Disclosure identifies that no person or entity holds a five percent (5%) or greater beneficial interest in either: i) Managed Citrus, Inc., the General Partner of CJG Management, Ltd. or ii) CJG Management, Ltd., who is the General Partner of Callery-Judge Grove, L.P., a New York limited partnership.

Attachments:

- 1. Location Map
- 2. Road Extension Agreement
- 3. Disclosure of Beneficial Interests
- 4. Budget Availability Statement
- 5. June 20, 2006 Agenda Item Summary

Recommended By: [Signature] Amy Wolf 5/4/07
Department Director Date
Approved By: [Signature] 5/4/07
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$51,069.35)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$51,069.35)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No
 Budget Account No: Fund 3704 Dept 441 Unit F056 Object 6505
 Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Handwritten signatures and dates]
 OFMB 5-9-07
 CN 5/11
 5/9/07
 Contract Development and Control 5/9/07

B. Legal Sufficiency:

[Handwritten signature] 5/14/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

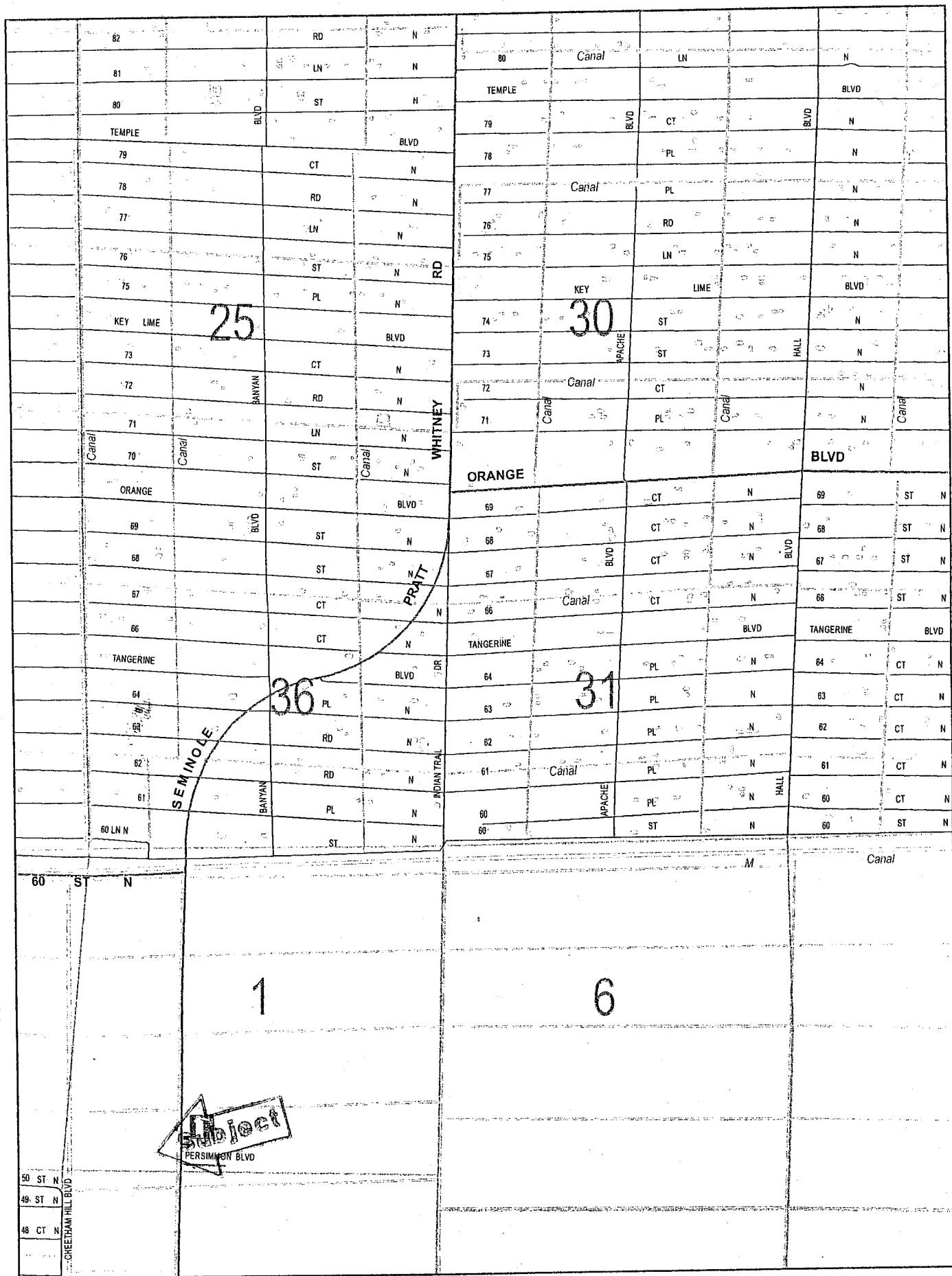
 Department Director

This summary is not to be used as a basis for payment.

T42

T42

T43



LOCATION MAP



Prepared by and Return to:

Jeff Bolton, Real Estate Specialist
Property & Real Estate Management Division
3200 Belvedere Road, Bldg. 1169
West Palm Beach, FL 33406-1544

A portion of PCN: 00-40-43-01-00-000-1010

ROAD EXTENSION AGREEMENT

THIS ROAD EXTENSION AGREEMENT ("Agreement"), made and entered into as of _____, 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401 and **CALLERY-JUDGE GROVE, L.P.**, a New York limited partnership, whose address is 7501 N. Jog Road, West Palm Beach, Florida 33412 ("CJG") and **SEMINOLE IMPROVEMENT DISTRICT**, a special tax district created pursuant to Chapter 70-854 of the laws of the State of Florida, whose mailing address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470-3754 ("District").

WHEREAS, on June 20, 2006, the County and CJG entered into a Settlement Agreement Regarding Agreement for Donation of Land (the "Settlement"), dated June 20, 2006, (Case Number 502005CA004650XXXXMB) for the land legally described in the attached Exhibit "A", attached hereto and by reference made a part hereof, (the "Property"); and

WHEREAS, on September 5, 2006, County acquired the Property from CJG (the "Original Donation"); and

WHEREAS, in addition to the Property conveyed to the County, pursuant to the Settlement, CJG conveyed to County a strip of land as legally described in the attached Exhibit "B", attached hereto and by reference made a part hereof, for road access (the "Access Road"); and

WHEREAS, County and CJG have agreed to a site modification for the proposed fire station which will require CJG to convey an additional strip of land as legally described in the attached Exhibit "C", attached hereto and by reference made a part hereof, for the extension of the Access Road (the "Road Extension Parcel").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged, CJG agrees to donate and convey to County and County agrees to accept from CJG, on the terms, covenants, and conditions hereinafter set forth, the Road Extension Parcel, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Road Extension Parcel, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto, the Parties agree as follows:

1. Within 10 days of the Effective Date, CJG shall donate to the County by Special Warranty Deed, the Road Extension Parcel to accommodate the relocation of the fire station within the Property (the "Closing Date"). The conveyance of the Road Extension Parcel shall be conveyed for public road right-of-way purposes. Closing will take place at the Property & Real Estate Management Division office, 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406-1544. At closing, CJG shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:
 - A. Special Warranty Deed. A Special Warranty Deed in the form attached hereto as Exhibit "D", attached hereto and by reference made a part hereof, conveying good and marketable fee simple title to the Road Extension Parcel, subject only to the title exceptions as referenced on Exhibit "E", attached hereto and by reference made a part hereof (the "Title Exceptions").
 - B. Affidavit of Seller. A Seller's Affidavit generally in the form utilized in the Original Donation.
 - C. Partnership Affidavit. A Partnership Affidavit generally in the form utilized in the Original Donation.
 - D. Non-Foreign Affidavit. 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 Affidavit", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, 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 require by the Act.
 - E. Closing Statement. A Closing Statement prepared in accordance with the terms hereof.

F. Additional Documents. Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, a partial release of mortgage from the current mortgage holder, and, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated and a Seller's Disclosure of Beneficial Interests by Managed Citrus, Inc., the General Partner of CJG Management, Ltd., the General Partner of Callery-Judge Grove, L.P., as required by Section 286.23, Florida Statutes.

G. Title Policy. The County shall obtain a title insurance commitment to insure the Road Extension Parcel which is to be endorsed at closing removing the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's 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 Road Extension Parcel; (c) any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (d) 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; (e) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Road Extension Parcel by the County; and (f) any general or specific title exceptions other than the final Title Exceptions. County will provide a boundary survey for closing. SouthEast Guaranty & Title, Inc., as agent for Chicago Title Insurance Company, shall provide the title insurance commitment and the final title policy. The final title insurance policy will insure the Road Extension Parcel for an amount to be determined by mutual consent of the parties hereto. The cost of the title insurance policy and any premium therefor shall be borne by CJG.

H. Expenses. CJG will pay all customary closing expenses associated with closing this transaction, except for attorney fees. CJG and County shall each pay their own attorney's fees.

I. Taxes. On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes, Section 196.295, and shall pay into said escrow Seller's prorated portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

J. Assessments. If as of the Closing Date, assessments or charges have been imposed against the Road Extension Parcel or any part thereof which are, or which may become payable in annual installments, the first installment of which 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 become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

2. County agrees to dedicate by resolution the Access Road as public road right-of-way. The Access Road and Road Extension Parcel will be collectively hereinafter called the "New Road Property" or "New Road".
3. The County, CJG, and District hereby agree that if any of CJG's land that abuts the Property and/or the New Road Property are developed whether as part of the CJG DRI or any other type of land development, that the New Road Property will be deeded by County to the District by County Deed substantially in accordance with Exhibit "F", attached hereto and by reference made a part hereof, for public right-of-way purposes. County shall convey the New Road Property restricted for public right-of-way use and with a reservation of mineral and petroleum rights pursuant to Florida Statutes, Section 270.11. District hereby petitions County to convey the New Road Property without reservation of and to release the right of entry and exploration relating to such mineral and petroleum rights. County hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such right of entry and exploration would have upon the development potential of the New Road Property. In the event District requires any upgraded improvements to the New Road in conjunction with the conveyance to the District, CJG will be required to make any required improvements at its sole cost and expense.
4. CJG shall reimburse the County the road extension cost as detailed in Exhibit "G", attached hereto and by reference made a part hereof, in the amount of \$51,069.35 at the time of conveyance of the Road Extension Parcel.
5. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

6. Prior to the conveyance of the Road Extension Parcel to the County, CJG, at its sole cost and expense, will remove, stack, and burn the existing citrus trees, root rake in the area where the trees were removed, and level the cleared field within 12 inches of the existing field elevation.
7. 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 a state court of competent jurisdiction in Palm Beach County, Florida.
8. 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 so as 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.
9. County and CJG acknowledge that this Agreement only addresses the expenses associated with the Road Extension Parcel. Also, County and CJG acknowledge that pursuant to paragraph 2 of the Settlement, there are still outstanding expenses for the architectural and site modification of the proposed fire station which have not been paid by CJG to the County. Once the architectural and site modification expenses have been finalized, CJG will reimburse the County the expenses within 30 days from receipt of an invoice from the County which will include a list of the expenses.
10. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.
11. 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 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.
12. 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.

13. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of 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.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth hereinabove.

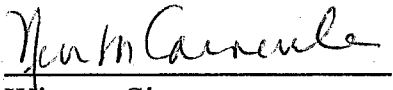
CJG:

CALLERY-JUDGE GROVE, L.P.,
a New York limited partnership

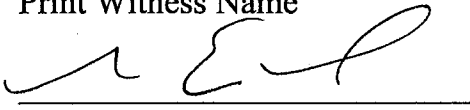
By: CJG Management, Ltd., a Florida limited
partnership, its General Partner

By: Managed Citrus, Inc., a Florida
corporation, its General Partner

By: 
Nathaniel T. Roberts, President


Witness Signature

Nava M. CARNEVALE
Print Witness Name


Witness Signature

M Bobo
Print Witness Name

Jeffrey S. Bolton
Witness Signature

JEFFREY S. BOLTON
Print Witness Name

Margaret Jackson
Witness Signature

Margaret Jackson
Print Witness Name

DISTRICT:

SEMINOLE IMPROVEMENT DISTRICT
a special tax district created pursuant to Chapter
70.854 of the laws of the State of Florida

By: *Samuel R. ...*
Signature

Vice President Seminole Improvement Dist.
Title

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

COUNTY:

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

BOARD OF COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND
CONDITIONS

By: Raymond Wolf
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B" - LEGAL DESCRIPTION OF THE ACCESS ROAD

EXHIBIT "C" - LEGAL DESCRIPTION OF THE ROAD EXTENSION PARCEL

EXHIBIT "D" - SPECIAL WARRANTY DEED

EXHIBIT "E" - TITLE EXCEPTIONS

EXHIBIT "F" - COUNTY DEED (New Road Property Deed)

EXHIBIT "G" - DETAILED COSTS FOR ROAD EXTENSION PARCEL

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF "M" CANAL ROAD, RECORDED IN ROAD PLAT BOOK 6, PAGES 136-141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WITH THE EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD, RECORDED IN ROAD PLAT BOOK 4, PAGES 34-40, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, S01°42'54"W FOR 2838.55 FEET; THENCE N88°17'06"W FOR 130.00 FEET TO THE POINT OF BEGINNING; THENCE S01°42'54"W FOR 503.14 FEET; THENCE S02°59'17"W FOR 418.95 FEET; THENCE S47°20'16"W FOR 35.74 FEET; THENCE N88°17'07"W FOR 39.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1640.00 FEET; THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE S87°20'27"W FOR 321.39 FEET; THENCE N47°08'29"W FOR 35.04 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2910.00 FEET, WHERE A RADIAL LINE BEARS N88°37'14"E; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°40'04" FOR 795.75 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3305.27 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°14'22" FOR 302.25 FEET; THENCE RADIAL TO SAID CURVE, S70°28'21"E FOR 421.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.02 ACRES, MORE OR LESS.

EXHIBIT "B"

ACCESS ROAD LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF "M" CANAL ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 136-141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGES 34-40 OF SAID PUBLIC RECORDS;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, S01°42'54"W FOR 3730.52 FEET;

THENCE N88°17'06"W FOR 108.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 10289, PAGE 488 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S02°59'17"W FOR 151.54 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°42'54"W FOR 29.38 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, N47°20'16"W FOR 69.98 FEET; THENCE N88°17'07"W FOR 39.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1560.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 119.09 FEET TO A POINT OF TANGENCY;

THENCE S87°20'27"W FOR 101.38 FEET;

THENCE N02°39'33"W FOR 80.00 FEET;

THENCE N87°20'27"E FOR 101.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1640.00 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 125.20 FEET TO A POINT OF TANGENCY;

THENCE S88°17'07"E FOR 39.19 FEET;

THENCE N47°20'16"E FOR 78.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,074 SQUARE FEET (0.644 ACRES), MORE OR LESS.

EXHIBIT "C"

ROAD EXTENSION PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF "M" CANAL ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 136-141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGES 34-40 OF SAID PUBLIC RECORDS;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, S01°42'54"W FOR 3730.52 FEET; THENCE N88°17'06"W FOR 108.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 10289, PAGE 488 OF SAID PUBLIC RECORDS;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, S47°20'16"W FOR 78.66 FEET; THENCE N88°17'07"W FOR 39.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1640.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE S87°20'27"W FOR 101.38 FEET TO THE POINT OF BEGINNING;

THENCE S02°39'33"E FOR 80.00 FEET;

THENCE S87°20'27"W FOR 220.01 FEET;

THENCE S47°08'29"W FOR 32.26 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2910.00 FEET, WHERE THE RADIAL LINE BEARS N86°08'35"E; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°28'39" FOR 125.83 FEET TO A POINT OF NON-TANGENCY;

THENCE S47°08'29"E FOR 35.04 FEET;

THENCE N87°20'27"E FOR 220.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,189 SQUARE FEET (0.463 ACRES), MORE OR LESS.

EXHIBIT "D"

SPECIAL WARRANTY DEED

Return to:

Richard Graddock, Real Estate Technician
Right-of-Way Acquisition Section
Palm Beach County Engineering
Post Office Box 21229
West Palm Beach, Florida 33416

Acct. No.: 1010 W/C BOX 1066

This Instrument Prepared by:

Paul F. King
Assistant County Attorney
Post Office Box 21229
West Palm Beach, Florida 33416

PCN: a portion of 00-40-43-01-00-000-1010

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.
ROAD NAME:
PARCEL NO.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ___ day of _____, 2007, by **CALLERY-JUDGE GROVE, L.P.**, a New York limited partnership, whose mailing address is 4001 Seminole Pratt Whitney Road, Loxahatchee, FL 33470, hereinafter called grantor, to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter called grantee.

WITNESSETH:

That the grantor, for and in consideration of the sum of TEN (\$10.00) dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

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

Subject only to the Permitted Exceptions set forth in **Exhibit "B"** attached hereto and made a part hereof and a reservation in favor of Grantor for the right of first refusal to purchase the Property or any portion that the County may desire to sell during the initial 20 year period from the date of conveyance at the then fair market value. The fair market value will be determined as provided in Paragraph 8.B, of that certain Settlement Agreement, dated June 20, 2006, (Regarding Agreement for Donation of Land – Case Number 502005CA004650XXXXMB). Upon written notice from the Grantee, Grantor will have 90 days to exercise its right to purchase the property being offered for sale.

AND, the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under grantor; and that said land is free of all encumbrances made by the grantor, except taxes subsequent to December 31, 2006.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

CALLERY-JUDGE GROVE, L.P.,
a New York limited partnership

Witness Signature

By: CJG Management, Ltd., a Florida limited partnership, its General Partner

Print Witness Name

By: Managed Citrus, Inc., a Florida corporation, its General Partner

Witness Signature

By: _____
Nathaniel T. Roberts, President

Print Witness Name

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, by Nathaniel T. Roberts, President of Managed Citrus, Inc., a Florida corporation, the General Partner of CJG Management, Ltd., a Florida limited partnership, the General Partner of Gallery-Judge Grove, L.P., a New York limited partnership. He is personally known to me or has produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2007.

Signed:

Notary Public in and for the County and State aforementioned

**EXHIBIT "A" TO
SPECIAL WARRANTY DEED**

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF "M" CANAL ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 136-141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGES 34-40 OF SAID PUBLIC RECORDS;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, S01°42'54"W FOR 3730.52 FEET; THENCE N88°17'06"W FOR 108.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 10289, PAGE 488 OF SAID PUBLIC RECORDS;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, S47°20'16"W FOR 78.66 FEET; THENCE N88°17'07"W FOR 39.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1640.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE S87°20'27"W FOR 101.38 FEET TO THE POINT OF BEGINNING;

THENCE S02°39'33"E FOR 80.00 FEET;

THENCE S87°20'27"W FOR 220.01 FEET;

THENCE S47°08'29"W FOR 32.26 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2910.00 FEET, WHERE THE RADIAL LINE BEARS N86°08'35"E; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°28'39" FOR 125.83 FEET TO A POINT OF NON-TANGENCY;

THENCE S47°08'29"E FOR 35.04 FEET;

THENCE N87°20'27"E FOR 220.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,189 SQUARE FEET (0.463 ACRES), MORE OR LESS.

**EXHIBIT "B" TO
SPECIAL WARRANTY DEED**

PERMITTED EXCEPTIONS

1. 50% interest in and to the oil, gas, sulphur and other minerals, as may ever be produced, mined or extracted from land by the owners, their successors and assigns, in favor of Southern States Land & Timber Corporation as contained in Deed, dated April 20, 1951, recorded April 25, 1951 as in Deed Book 941, Page 526, and as modified by the Modification Agreement and Grant, dated February 27, 1959, and recorded in Official Record Book 312, Page 342, with no right of entry.

EXHIBIT "E"

TITLE EXCEPTIONS

1. 50% interest in and to the oil, gas, sulphur and other minerals, as may ever be produced, mined or extracted from land by the owners, their successors and assigns, in favor of Southern States Land & Timber Corporation as contained in Deed, dated April 20, 1951, recorded April 25, 1951 as in Deed Book 941, Page 526, and as modified by the Modification Agreement and Grant, dated February 27, 1959, and recorded in Official Record Book 312, Page 342, with no right of entry.

EXHIBIT "F"

**COUNTY DEED
(NEW ROAD PROPERTY DEED)**

PREPARED BY AND RETURN TO:
Jeffrey S. Bolton, Real Estate Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3200 BELVEDERE ROAD, BUILDING 1169
WEST PALM BEACH, FLORIDA 33406-1544

PROPERTY CONTROL NUMBER: a portion of 00-40-43-01-00-000-1010

COUNTY DEED

This Deed, made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, party of the first part, and **SEMINOLE IMPROVEMENT DISTRICT**, a special tax district created pursuant to Chapter 70-854 of the laws of the State of Florida, whose mailing address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470-3754 ("District"), party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Property").

Reserving, however, unto party of the first part, its successors and assigns an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, fifty percent (50%) of the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in fifty percent (50%) of the petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and party of the first part hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

This conveyance is subject to the Property being used for public right-of-way purposes only.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**EXHIBIT "A" TO
COUNTY DEED**

NEW ROAD PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF "M" CANAL ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 136-141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGES 34-40 OF SAID PUBLIC RECORDS;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, S01°42'54"W FOR 3730.52 FEET;

THENCE N88°17'06"W FOR 108.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 10289, PAGE 488 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S02°59'17"W FOR 151.54 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°42'54"W FOR 29.38 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, N47°20'16"W FOR 69.98 FEET;

THENCE N88°17'07"W FOR 39.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1560.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 119.09 FEET TO A POINT OF TANGENCY;

THENCE S87°20'27"W FOR 101.38 FEET;

THENCE N02°39'33"W FOR 80.00 FEET;

THENCE N87°20'27"E FOR 101.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1640.00 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 125.20 FEET TO A POINT OF TANGENCY;

THENCE S88°17'07"E FOR 39.19 FEET;

THENCE N47°20'16"E FOR 78.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,074 SQUARE FEET (0.644 ACRES), MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S02°39'33"E FOR 80.00 FEET;

THENCE S87°20'27"W FOR 220.01 FEET;

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THENCE S47°08'29"E FOR 35.04 FEET;

THENCE N87°20'27"E FOR 220.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,189 SQUARE FEET (0.463 ACRES), MORE OR LESS.

EXHIBIT "G"

DETAILED COSTS FOR ROAD EXTENSION PARCEL

DESCRIPTION	AMOUNT
EARTHWORK (CLEARING & GRUBBING)	\$ 600.00
SOD	\$ 5,635.00
1 ½" A.C.S.C. TYPE S-III (2-3/4" LIFTS)	\$ 9,975.00
6" LIMEROCK	\$11,812.50
12" COMPACTED SUBGRADE	\$ 2,875.00
STRIPPING AND SIGNAGE	\$ 4,250.00
CATCH BASINS	\$ 9,600.00
TRENCH SAFETY OSHA	\$ 1,200.00
SIDEWALK	\$ 4,317.50
SURVEY SERVICES	\$ 804.35
TOTAL.....	\$51,069.35

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, Nathaniel T. Roberts, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of **Managed Citrus, Inc.**, which entity is the General Partner of **CJG Management, Ltd.**, who is the General Partner of **Callery-Judge Grove, L.P.**, a New York limited partnership (the "Owner"), who is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

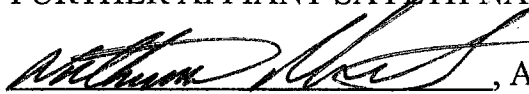
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

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.

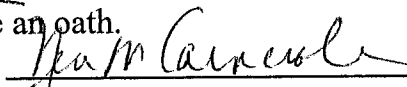
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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
Nathaniel T. Roberts

The foregoing instrument was acknowledged before me this 2 day of May, 2007 by Nathaniel T. Roberts [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.


Notary Public

NEVA M. CARNEVALE
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

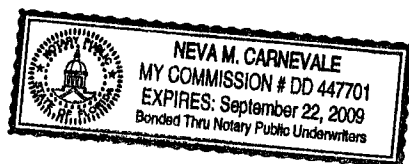


EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION:

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THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°42'54"W FOR 29.38 FEET;**

**THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, N47°20'16"W FOR 69.98 FEET;
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CONTAINING 20,189 SQUARE FEET (0.463 ACRES), MORE OR LESS.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name _____ **Address** _____ **Percentage of Interest** _____

Seller is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Seller must identify individual owners. If, by way of example, Seller is wholly or partially owned by another entity, such as a corporation, Seller must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

1. The following is a list of all owners within Callery-Judge Grove, L.P., a New York limited partnership, holding 5% or more of the beneficial interest in the Property.

Name	Address	Percentage of Interest
Flowerfield Properties, Inc., a division of Gyrodyne Company of America	102 Flowerfield . St. James, NY 11780	10.9%

Additional Information:

With the exception of Flowerfield, no one person or entity owns 5% or more of the Partnership. As a group, the Callery and Roberts' family interests own approximately 25% of the Partnership.

2. The following is a list of all owners within CJG Management, Ltd., holding 5% or more of the beneficial interest in the Property.

Name	Address	Percentage of Interest
N/A		

3. The following is a list of all owners within Managed Citrus, Inc., L.P., holding 5% or more of the beneficial interest in the Property.

Name	Address	Percentage of Interest
N/A		

FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/20/07 REQUESTED BY: Karen Arndt

PHONE: 233-0208

PROJECT TITLE: Fire Station No. 22

FAX:

PROJECT NO.: 03239

LOCATION#:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$51,069.35

DATE:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Gallery Judge STEVEN BORUFF Assoc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Credit for Relocating the fire station

CONSTRUCTION

PROFESSIONAL SERVICES

**STAFF COSTS (DESIGN+CONST. PHASE)

EQUIPMENT/OTHER

TOTAL

[\$51,069.35]

[\$51,069.35]

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3704 DEPT: 441 UNIT: FOS6 OBJ: 6505

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER

FEDERAL/DAVIS BACON

N BAS APPROVED BY: 

DATE: 4/24/07

ENCUMBRANCE NUMBER: _____

RECEIVED
CAPITAL IMPROVEMENTS DIV

APR 23 2007

FILE: _____
CC: _____

Agenda Item #: **5B-2**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 20, 2006

Consent Regular
 Public Hearing

Department: COUNTY ATTORNEY

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Settlement Agreement with Callery Judge Groves ("CJG") in the case styled, Palm Beach County v. Callery-Judge Grove, LP, Case Number 502005CA004650XXXXMBAL, in the 15th Judicial Circuit Court in and for Palm Beach County, which provides that CJG will convey approximately 12.6 acres for the construction of a fire-rescue station, library and level 2 substation.

Summary: The County sued CJG for specific performance of a land donation agreement, which provided for the donation of approximately 12.6 acres of land owned by CJG to the County for the construction of County facilities, including a Fire-Rescue station. CJG contends that conditions precedent were not satisfied or waived, relieving it from its obligation to convey the property to the County. While the County believes that it is legally entitled to specific performance of the donation agreement, Staff recommends approval of the proposed settlement agreement to avoid the delay caused by the litigation to the proposed construction. The Settlement Agreement provides for; 1) the County to commence construction of the fire station at the south east corner of the 12.6 acre parcel with only architectural and minor site modifications as may be agreed to by the County and CJG, and 2) the County and CJG to evaluate an alternate site within the proposed town center for the construction of the library, a level 1 substation and general government offices. If, by October 31, 2006, the 1) parties have agreed to alternate site within the town center, 2) DRI has been approved, and 3) CJG is able to demonstrate that it can have the infrastructure necessary to support the alternate site completed by December 31, 2007; then the County shall redesign the library, substation to be constructed on donated property site not used by the fire station. If any of the above three conditions are not met, then the County can proceed with construction of the library and substation on the 12.6 acre site. If such conditions are not met and the County ultimately constructs on the 12.6 acre site, the County shall purchase the 12.6 acres for fair market value up to \$350,000 per acre as determined by appraisal. CJG shall fund the costs of all design changes to the fire station, library and substation made necessary as the result of their requests for architectural and site work changes to the fire station and/or the alternate site for the library and substation. Countywide (ATP)

Background and Justification: In 2004, Palm Beach County and CJG entered a land donation agreement providing for the donation of approximately 12 acres of land to accommodate the construction of a fire-rescue station, library, and sheriff sub-station. The parties failed to close on the original agreement, and the County sued CJG for specific performance, CJG argues that conditions precedent were not satisfied or waived and, therefore, it is not required to convey the property to the County. The County believes that it is entitled to specific performance of the donation agreement. Staff recommends settlement, however, to avoid the delay associated with litigation. In addition, the settlement agreement allows for construction to proceed on the fire station which is the most pressing need of the three governmental uses and provides a time certain date by which the library and substation can proceed.

Attachments:
Settlement Agreement.

Recommended by: Tom Nieman Date: 5/26/06
Department Director

Approved by: _____
N/A

