

34-20

Agenda Item #

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 21, 2007 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution authorizing the conveyance of a .065-acre portion of County-owned land to Dinesh Desai and Champa Desai for \$170,000.00, with reservation of mineral rights and without rights of entry and exploration; and

B) approve a Deposit Receipt and Contract for Sale and Purchase with Dinesh Desai and Champa Desai for the sale of 0.065 acres of land in Jupiter; and

C) approve a County Deed in favor of Dinesh Desai and Champa Desai.

Summary: On April 24, 1990, the Board accepted the donation of approximately .15 acres of vacant land located along the Intracoastal Waterway approximately 1/2 mile south of Indiantown Road behind the Best Western Intracoastal Inn. Prior to the donation of the property to the County, the hotel's previous owners had constructed a pool, pool deck and a wooden dock which encroached onto a portion of the donated property. Additionally, a portion of the property is encumbered with a perpetual easement in favor of the Town of Jupiter for construction of a pedestrian boardwalk which will provide public access to the Intracoastal Waterway as part of the Riverwalk project. The Desais are fully cooperating with this project and have agreed to remove the wooden dock and terminate the existing State Submerged Lands Lease. The remaining improvements (pool and deck) encroach on .065 acres. Staff obtained an appraisal which valued the property at \$170,000 (\$60.00/sf; rounded to \$170,000). As the Desais are the only adjacent property owner to this .065-acre portion of the County-owned property, Florida Statutes Section 125.35(2) allows for a negotiated sale to the Desais. Closing is anticipated to occur within thirty (30) days of Board approval. The County will retain mineral and petroleum rights in accordance with Florida Statutes Section 270.11, without rights of entry and exploration. The sale of this property will lessen the County's potential liability and maintenance responsibilities and will resolve the hotel's encroachment issues. (PREM)

District 1 (HJF)

Background and Justification: The Town of Jupiter's Riverwalk project consists of a 2.5 mile multi-purpose recreational boardwalk and pathway in a corridor along the eastern shoreline of the Intracoastal Waterway in Jupiter. The Riverwalk project will provide public access to the Intracoastal Waterway. The Desais have applied for permits for the removal work of the dock and termination of the State Submerged Lands Lease, and have contracted for the removal of the dock, which will be completed prior to closing. The Desais are responsible for all costs associated with the transaction including survey, appraisal, dock removal, lease termination, and recording costs. The Desais have submitted the required 10% deposit of \$17,000. The remainder of the County-owned property consists mostly of mangroves.

Attachments:

- 1. Location Map
- 2. Deposit Receipt and Contract for Sale and Purchase
- 3. Resolution
- 4. County Deed

Recommended By: [Signature] 7/26/07
Department Director Date
Approved By: [Signature] 8/13/07
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	(\$170,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$170,000)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X
 Budget Account No: Fund 1226 Dept 380 Unit 3162 Object 6422
 Program _____

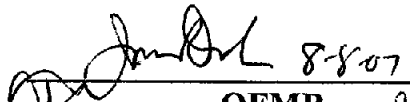
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Conveyance of this property will eliminate the County's ongoing maintenance and liability. \$170,000.00 will be applied to Environmental Resources Management's Natural Areas account. Property was originally donated to the County.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments: ERM is aware and in agreement with this revenue to Natural Areas Management.



 OFMB
 8/11/07



 Contract Development and Control

B. Legal Sufficiency:

This item complies with current County policies.

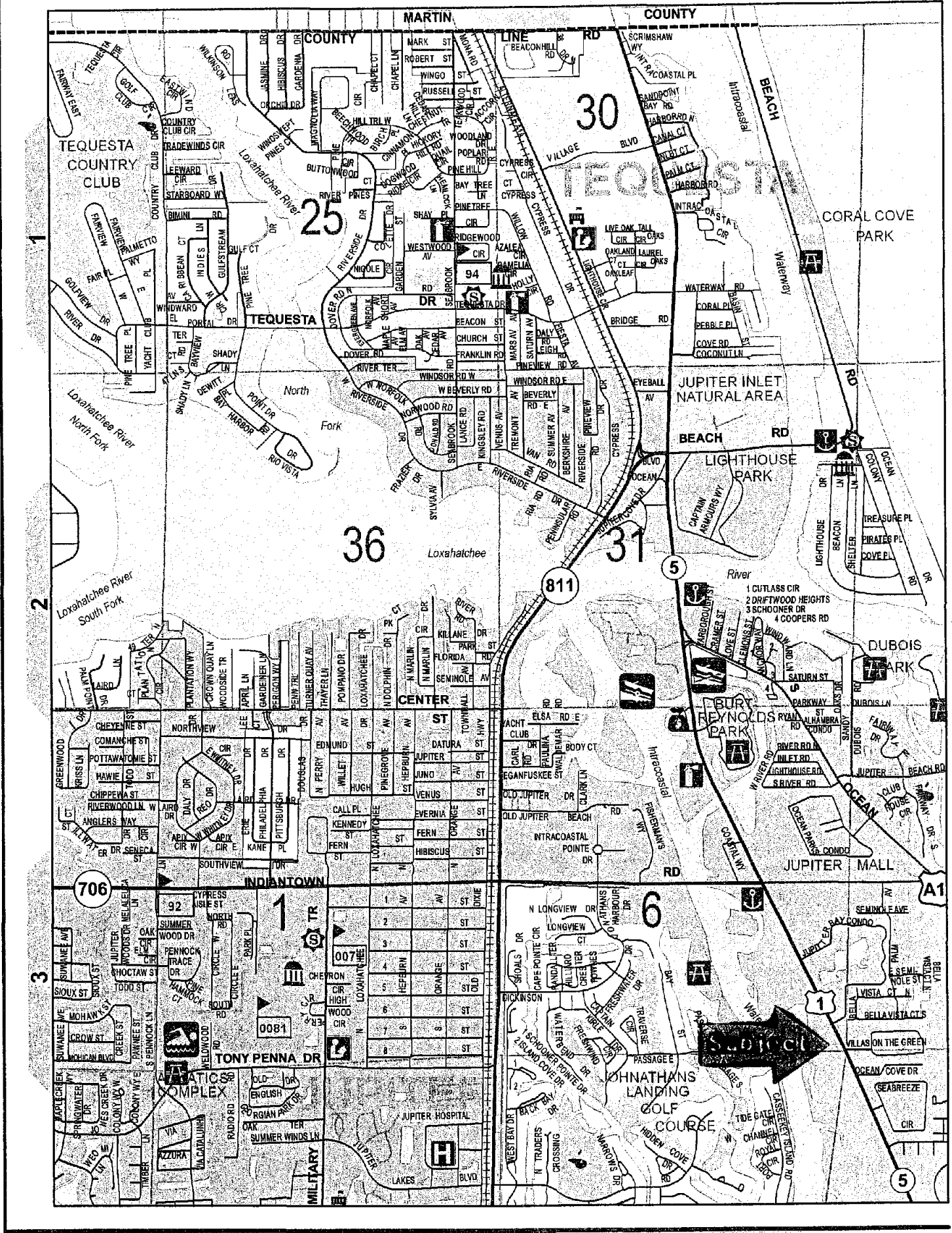


 Assistant County Attorney

C. Other Department Review:

 Department Director

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



ATTACHMENT # 1

LOCATION MAP

Handwritten signature or initials.

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made _____, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida.

ADDRESS: Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544

BUYER: Dinesh Desai and Champa Desai, individually and collectively referred to herein as "Buyer".

ADDRESS: 810 South U.S. Highway One
Jupiter, Florida 33477-5924
(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

1. AGREEMENT TO SELL: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. PURCHASE PRICE: The purchase price of the Property shall be One Hundred Seventy Thousand Dollars (\$170,000.00) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. Deposit: Buyer deposits herewith: Seventeen Thousand Dollars (\$17,000.00) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. Balance: The balance of the purchase price in the amount of One Hundred Fifty-three Thousand Dollars (\$153,000.00) shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

3. CLOSING: This Agreement shall be closed and the deed delivered within 30 days of the Effective Date of this Agreement, or within 30 days after completion to the Seller's satisfaction of the Conditions to Closing set forth in Section 4.A. and 4.B. below, whichever date shall be later. The following are additional details of closing:

A. Time and Place: The closing will be held at the office of the Property & Real Estate Management Division located at 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406-1544, at a time to be mutually agreed upon by the Seller and the Buyer.

ATTACHMENT # 2

B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever, and specifically excluding riparian rights. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

C. Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale, including but not limited to, documentary stamps, recording fees, survey, title, and appraisal costs.

4. CONDITIONS PRECEDENT TO CLOSING:

A. Sovereignty Submerged Lands Lease: Buyer shall be responsible, at Buyer's sole cost and expense, for terminating Sovereignty Submerged Lands Lease No. 501301386 (as recorded in Official Records Book 16574 page 368 of the public records of Palm Beach County) (the "Submerged Lands Lease") and recording a notice of termination of the Submerged Lands Lease in the public records of Palm Beach County prior to Closing. This requirement shall be a condition precedent to Closing and Seller shall have the right, in its sole discretion, to extend the date for Closing until this requirement has been satisfied.

B. Removal of Dock: Buyer shall be responsible, at Buyer's sole cost and expense, for removing the dock from the leased premises as described in Attachment "A" of the Submerged Lands Lease and from the Property prior to Closing. The removal of the dock shall be implemented by a certified marine contractor, and Buyer shall coordinate the removal with a representative from the Palm Beach County Department of Environmental Resources Management. Removal of the dock shall be completed to Seller's satisfaction and without damage to the surrounding area. This requirement shall be a condition precedent to Closing and Seller shall have the right, in its sole discretion, to extend the date for Closing until this requirement has been satisfied.

In the event that one or both of the requirements set forth in 4.A. and 4.B. have not been satisfied within 180 days following the Effective Date of this Agreement, Seller shall have the right, in its sole discretion to terminate this Agreement

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

6. A. CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the

Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "C" attesting to said waiver and release.

B. Radon Gas: Radon is a 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 and radon testing may be obtained from your county public health unit.

7. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

8. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Buyer may suffer if Seller defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

9. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

10. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

11. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

12. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

13. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

14. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

15. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finders fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed. The terms of this Section shall survive the closing or termination of this Agreement.

16. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

17. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

18. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

20. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Signed, sealed and delivered
in the presence of:

[Signature]
(Witness)

Dara Kao
(Print Witness Name)

(Witness)

(Print Witness Name)

[Signature]
(Witness)

Dara Kao
(Print Witness Name)

[Signature]
(Witness)

MELISSA ROBINS
(Print Witness Name)

BUYER:

By: [Signature]
Dinesh Desai

By: [Signature]
Champa Desai

Attest:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

SELLER:

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

By: _____
Addie L. Greene, Chairperson
("Seller")

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Department Director

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6, thence South $88^{\circ}46'36''$ West along the south line of said Section 6, a distance of 603.24 feet to a point on the Original Government Meander Line of 1855 and the Point of Beginning; thence continue South $88^{\circ}46'36''$ West along said south line, a distance of 17.27 feet; thence North $01^{\circ}00'25''$ West, a distance of 6.01 feet; thence South $85^{\circ}09'25''$ West, a distance of 10.02 feet; thence North $19^{\circ}18'35''$ West, a distance of 13.59 feet to a point on a non-tangent curve concave southwesterly, having a radius of 39.00 feet, a radial bearing South $73^{\circ}10'42''$ West and a central angle of $24^{\circ}35'04''$; thence northwesterly along the arc of said curve, a distance of 16.74 feet to a non-tangent line; thence North $34^{\circ}00'44''$ West, a distance of 12.94 feet to a point on a non-tangent curve, concave easterly, having a radius of 48.93 feet, a radial bearing of North $55^{\circ}05'48''$ East and a central angle of $40^{\circ}34'44''$; thence northerly along the arc of said curve, a distance of 34.65 feet to a non-tangent line; thence North $08^{\circ}07'06''$ East, a distance of 22.53 feet to a point on the south line of an Easement Agreement recorded in Official Record Book 20934, Page 1511, public records of Palm Beach County, Florida; thence North $79^{\circ}52'01''$ East along said south line, a distance of 7.27 feet; thence North $88^{\circ}04'47''$ East, a distance of 11.81 feet to a point on said Original Government Meander Line of 1855; thence departing said south Easement Agreement line South $18^{\circ}37'23''$ East along said Original Government Meander Line of 1855, a distance of 105.18 feet to the Point of Beginning.

EXHIBIT "B"

COUNTY DEED

PREPARED BY AND RETURN TO:
DAVID KUZMENKO, REAL ESTATE SPECIALIST
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411-5605

PCN: a portion of 30-43-41-06-00-000-5010

COUNTY DEED

This COUNTY 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 **DINESH DESAI** and **CHAMPA DESAI**, whose legal mailing address is 810 South U.S. Highway One, Jupiter, Florida 33477-5924, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs 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.

This conveyance shall not include the conveyance of any riparian rights.

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, all 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 all 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.

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

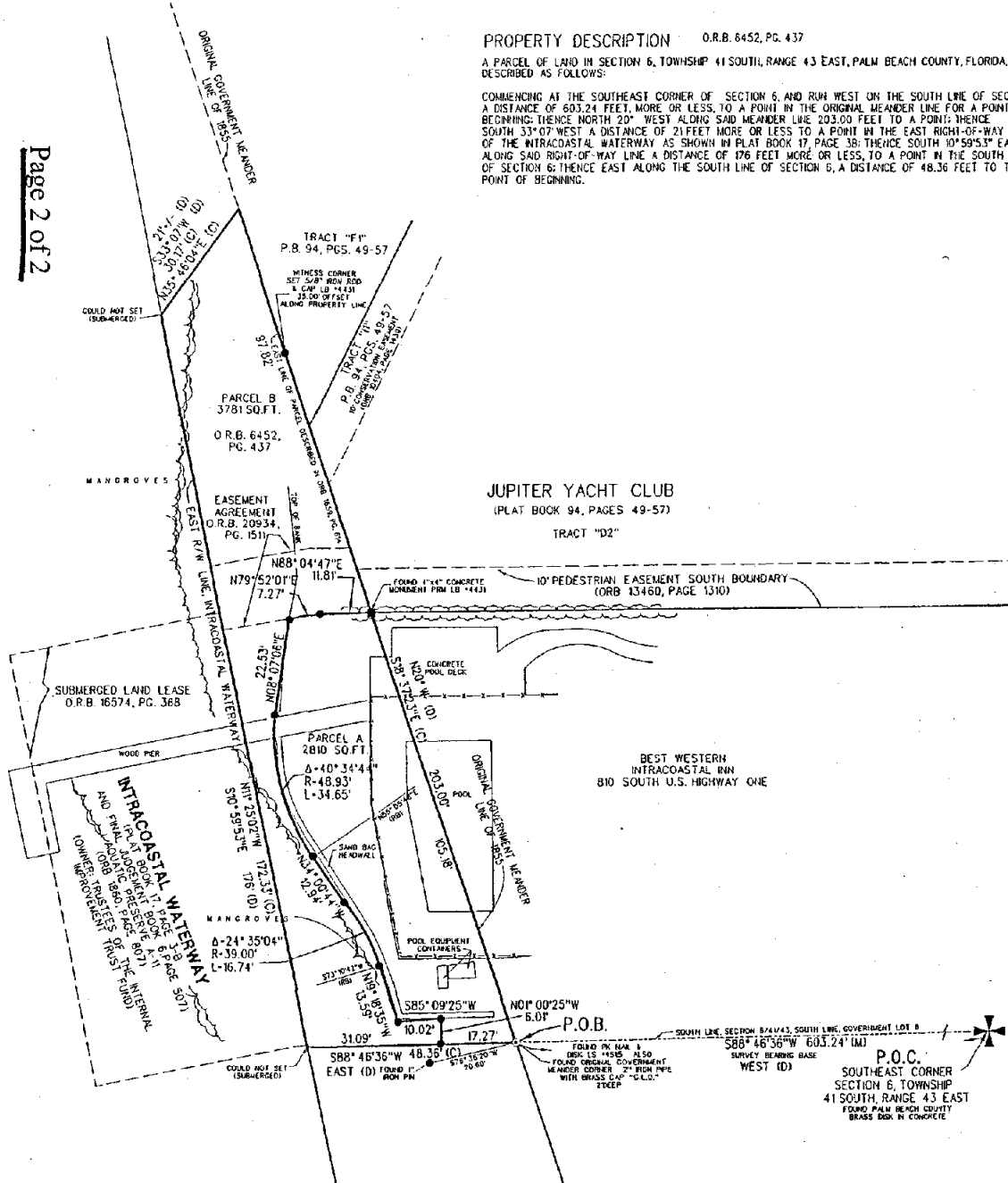
(OFFICIAL SEAL)

By: _____
Assistant County Attorney

Exhibit "A"

A parcel of land in Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6, thence South 88°46'36" West along the south line of said Section 6, a distance of 603.24 feet to a point on the Original Government Meander Line of 1855 and the Point of Beginning; thence continue South 88°46'36" West along said south line, a distance of 17.27 feet; thence North 01°00'25" West, a distance of 6.01 feet; thence South 85°09'25" West, a distance of 10.02 feet; thence North 19°18'35" West, a distance of 13.59 feet to a point on a non-tangent curve concave southwesterly, having a radius of 39.00 feet, a radial bearing South 73°10'42" West and a central angle of 24°35'04"; thence northwesterly along the arc of said curve, a distance of 16.74 feet to a non-tangent line; thence North 34°00'44" West, a distance of 12.94 feet to a point on a non-tangent curve, concave easterly, having a radius of 48.93 feet, a radial bearing of North 55°05'48" East and a central angle of 40°34'44"; thence northerly along the arc of said curve, a distance of 34.65 feet to a non-tangent line; thence North 08°07'06" East, a distance of 22.53 feet to a point on the south line of an Easement Agreement recorded in Official Record Book 20934, Page 1511, public records of Palm Beach County, Florida; thence North 79°52'01" East along said south line, a distance of 7.27 feet; thence North 88°04'47" East, a distance of 11.81 feet to a point on said Original Government Meander Line of 1855; thence departing said south Easement Agreement line South 18°37'23" East along said Original Government Meander Line of 1855, a distance of 105.18 feet to the Point of Beginning.



PROPERTY DESCRIPTION O.R.B. 6452, PG. 437

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, AND RUN WEST ON THE SOUTH LINE OF SECTION 6, A DISTANCE OF 603.24 FEET, MORE OR LESS, TO A POINT ON THE ORIGINAL MEANDER LINE FOR A POINT OF BEGINNING; THENCE NORTH 20° WEST ALONG SAID MEANDER LINE 203.00 FEET TO A POINT; THENCE SOUTH 33°07' WEST A DISTANCE OF 21 FEET MORE OR LESS TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS SHOWN IN PLAT BOOK 17, PAGE 38; THENCE SOUTH 10°59'53\"/>

PROPERTY DESCRIPTION

PARCEL A

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 88°46'36\"/>

CONTAINING 2,810 FEET MORE OR LESS.

PARCEL B

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 88°46'36\"/>

LESS THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 88°46'36\"/>

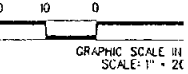
CONTAINING 3,781 SQUARE FEET, MORE OR LESS.

SURVEY REPORT

- 1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 61C17-6.002(6), FLORIDA ADMIN...
2. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.
3. BEARING BASIS: S88°46'36\"/>

LEGEND

• SET 5/8\"/>



ABBREVIATIONS

- (C) - CALCULATED
C.B.S. - CONCRETE BENCH MARK
C.M. - CONCRETE MANDREL
C.C. - CONCRETE
D. - DEED
F.A. - FIRE HYDRANT
F.L. - FLOW PIPE
F.P. - FLORIDA POWER
I.P. - IRON PIPE
M.C. - MASONRY
M.P. - METAL PIPE
O.C. - OFFICIAL RECORD
P.B. - PLAT BOOK
P.M. - PERMANENT MARK
R.B. - RADIAL BEARING
R.W. - RIGHT-OF-WAY
R.Z. - RECONSTRUCTION
S.P. - SURVEY
S.P. - STOP SIGN FOR SURVEY
S.W. - SOUTHERN BENCH MARK
S.W. - SOUTHERN BENCH MARK
T.P. - TRIP POINT
U.P. - UTILITY POINT
U.P. - UTILITY POINT
W.P. - WOOD POLE
W.P. - WOOD POLE
W.V. - WATER VALVE

LIDBERG LAND

BOUNDARY SURVEY

DATE OF SURVEY: OCTOBER 3, 2006
BY: J. LIDBERG
PROFESSIONAL SURVEYOR AND FLORIDA CERTIFICATE No. 3613

Table with CAD, REF, FID, FR, PG, JDS columns and associated values.

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____, 200 __, by DINESH DESAI and CHAMPA DESAI (individually and collectively referred to as "Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated _____, 200 __. (Resolution No. R- _____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of One Hundred Seventy Thousand Dollars(\$170,000.00), 0.0645 acre(s) of surplus land in the Town of Jupiter, located in Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida ("Property"), and more particularly described as follows:

SEE ATTACHED **EXHIBIT "A"** - LEGAL DESCRIPTION

WHEREAS, the Agreement states that Buyer shall purchase the Property and any improvements in an "AS IS CONDITION," without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

NOW THEREFORE, in consideration of the conveyance of the Property, Buyer hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION." Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property.
3. Without in any way limiting the generality of the preceding paragraph, Buyer

specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

IN WITNESS WHEREOF, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered
in the presence of:

Witness Signature as to both

By: _____
Dinesh Desai

Print Witness Name

Witness Signature as to both

By: _____
Champa Desai

Print Witness Name

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6, thence South $88^{\circ}46'36''$ West along the south line of said Section 6, a distance of 603.24 feet to a point on the Original Government Meander Line of 1855 and the Point of Beginning; thence continue South $88^{\circ}46'36''$ West along said south line, a distance of 17.27 feet; thence North $01^{\circ}00'25''$ West, a distance of 6.01 feet; thence South $85^{\circ}09'25''$ West, a distance of 10.02 feet; thence North $19^{\circ}18'35''$ West, a distance of 13.59 feet to a point on a non-tangent curve concave southwesterly, having a radius of 39.00 feet, a radial bearing South $73^{\circ}10'42''$ West and a central angle of $24^{\circ}35'04''$; thence northwesterly along the arc of said curve, a distance of 16.74 feet to a non-tangent line; thence North $34^{\circ}00'44''$ West, a distance of 12.94 feet to a point on a non-tangent curve, concave easterly, having a radius of 48.93 feet, a radial bearing of North $55^{\circ}05'48''$ East and a central angle of $40^{\circ}34'44''$; thence northerly along the arc of said curve, a distance of 34.65 feet to a non-tangent line; thence North $08^{\circ}07'06''$ East, a distance of 22.53 feet to a point on the south line of an Easement Agreement recorded in Official Record Book 20934, Page 1511, public records of Palm Beach County, Florida; thence North $79^{\circ}52'01''$ East along said south line, a distance of 7.27 feet; thence North $88^{\circ}04'47''$ East, a distance of 11.81 feet to a point on said Original Government Meander Line of 1855; thence departing said south Easement Agreement line South $18^{\circ}37'23''$ East along said Original Government Meander Line of 1855, a distance of 105.18 feet to the Point of Beginning.

RESOLUTION NO. 2007-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO DINESH DESAI AND CHAMPA DESAI, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County owns a surplus parcel of real property containing 0.065 acres located between the Intracoastal Waterway and the Best Western Intracoastal Inn at 810 South U. S. Highway 1 in the Town of Jupiter;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that such property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on such property;

WHEREAS, the Board of County Commissioners hereby finds that such property is of use only to the adjacent property owners due to its size, shape, location and value;

WHEREAS, the Board desires to affect a private sale of such property to Dinesh Desai and Champa Desai pursuant to Florida Statute Section 125.35(2);

WHEREAS, pursuant to Florida Statute Section 270.11, Dinesh Desai and Champa Desai have requested that such property be conveyed without reservation of and that the County release all rights of entry and exploration relating to mineral and petroleum rights; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property reserving phosphate, minerals, metals and petroleum rights, but releasing any and all rights of entry and exploration relating to such rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to Dinesh Desai and Champa Desai, for One Hundred Seventy Thousand Dollars (\$170,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase and the County Deed attached hereto and incorporated herein by reference, the real property legally described in such Agreement and Deed.

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER ADDIE L. GREENE, CHAIRPERSON
COMMISSIONER JEFF KOONS, VICE CHAIR
COMMISSIONER KAREN T. MARCUS
COMMISSIONER
COMMISSIONER MARY MCCARTY
COMMISSIONER BURT AARONSON
COMMISSIONER JESS R. SANTAMARIA

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2007.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Rebecca Amy Wolf
Department Director

PREPARED BY AND RETURN TO:
DAVID KUZMENKO, REAL ESTATE SPECIALIST
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3200 BELVEDERE ROAD, BUILDING 1169
WEST PALM BEACH, FLORIDA 33406-1544

PCN: a portion of 30-43-41-06-00-000-5010

COUNTY DEED

This COUNTY 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 DINESH DESAI and CHAMPA DESAI, whose legal mailing address is 810 South U.S. Highway One, Jupiter, Florida 33477-5924, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs 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.

This conveyance shall not include the conveyance of any riparian rights.

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, all 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 all 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.

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**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

Exhibit "A"

A parcel of land in Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6, thence South $88^{\circ}46'36''$ West along the south line of said Section 6, a distance of 603.24 feet to a point on the Original Government Meander Line of 1855 and the Point of Beginning; thence continue South $88^{\circ}46'36''$ West along said south line, a distance of 17.27 feet; thence North $01^{\circ}00'25''$ West, a distance of 6.01 feet; thence South $85^{\circ}09'25''$ West, a distance of 10.02 feet; thence North $19^{\circ}18'35''$ West, a distance of 13.59 feet to a point on a non-tangent curve concave southwesterly, having a radius of 39.00 feet, a radial bearing South $73^{\circ}10'42''$ West and a central angle of $24^{\circ}35'04''$; thence northwesterly along the arc of said curve, a distance of 16.74 feet to a non-tangent line; thence North $34^{\circ}00'44''$ West, a distance of 12.94 feet to a point on a non-tangent curve, concave easterly, having a radius of 48.93 feet, a radial bearing of North $55^{\circ}05'48''$ East and a central angle of $40^{\circ}34'44''$; thence northerly along the arc of said curve, a distance of 34.65 feet to a non-tangent line; thence North $08^{\circ}07'06''$ East, a distance of 22.53 feet to a point on the south line of an Easement Agreement recorded in Official Record Book 20934, Page 1511, public records of Palm Beach County, Florida; thence North $79^{\circ}52'01''$ East along said south line, a distance of 7.27 feet; thence North $88^{\circ}04'47''$ East, a distance of 11.81 feet to a point on said Original Government Meander Line of 1855; thence departing said south Easement Agreement line South $18^{\circ}37'23''$ East along said Original Government Meander Line of 1855, a distance of 105.18 feet to the Point of Beginning.

EXHIBIT "C"

AS-IS ACKNOWLEDGMENT