PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	January 15, 2008	[] Consent	[X] Regular [] Public Hearing	
Department:	Facilities Developmen	nt & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a County Deed to Callery-Judge Grove, L.P. (CJG) conveying 13.127 acres; and

B) a First Amendment to Settlement Agreement Regarding Agreement for Donation of Land and Road Extension Agreement (First Amendment) with CJG to provide for the conveyance of 13.127 acres, and to release the parties from all obligations thereunder.

Summary: The County acquired 13.127 acres of land located west of Seminole Pratt Whitney Road across from the Grove Market Shopping Center, in unincorporated Loxahatchee, pursuant to a Settlement Agreement (R-2006-1177) and Road Extension Agreement (R-2007-0826) with CJG. The land was initially conveyed to the County at no cost for future construction of a fire station and branch library. The Settlement Agreement stipulated that if CJG was unsuccessful in obtaining DRI approval for its proposed development, then the County would have to pay for the 13.127 acres or convey the property back to CJG. After multiple time extensions, CJG was unable to obtain the required DRI approval for its development. Due to budgetary constraints, Fire Rescue has decided not to construct a station at this location and Libraries is pursuing a site owned by Indian Trail Improvement District behind the Publix shopping center at Pratt and Orange. This First Amendment provides for: (i) the re-conveyance of the entire 13.127 acres by January 3, 2008, and (ii) the release and satisfaction of all further obligations of both the County and CJG contained within the Settlement Agreement and the Road Extension Agreement and (iii) the County's reimbursement to CJG of \$51,069.35 that was paid to the County by CJG for anticipated construction expenses for the road extension which will not be built as a result of this First Amendment. (PREM) <u>District 6</u> (JMB)

Background and Policy Issues: On December 2, 2003, the Board approved an Agreement for Donation of Land (R-2003-1967) with CJG. Closing did not occur and in 2005 the County sued CJG for specific performance. On June 20, 2006, the Board approved a Settlement Agreement and the County acquired the property on September 5, 2006. Full details are included in the attached June 20, 2006 Agenda Item approving the Settlement Agreement. On May 15, 2007, the Board approved a Road Extension Agreement for the donation of additional land required for extension of the access road and CJG's payment of the estimated cost of constructing the road extension. The cost of paying for the 13.127 acres was estimated to be \$283,140/acre or \$3.7M. This First Amendment to Settlement Agreement provides for reconveyance of all land and funds received from CJG, and release of both parties from all further obligations.

Attachments:

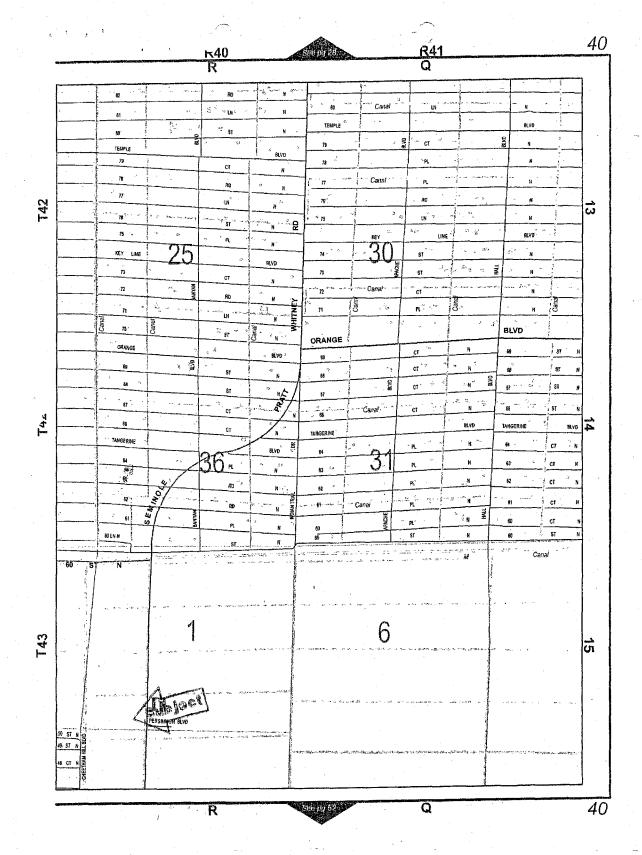
- Location Map
 County Deed
- 3. First Amendment

- 4. May 15, 2007 Agenda Item Summary
- 5. June 20, 2006 Agenda Item Summary
- 6. Budget Availability Statement

Recommended By:	Anny Wolf	ntuloz	
	Department Director	Date	
Approved By:	Aprilu	(1)10P	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of	Fiscal Impact:	•			
Fiscal	Years	2007	2008	2009	2010	2011
Opera Exter Progr	al Expenditures ating Costs nal Revenues am Income (County) nd Match (County)	\$51,069.35 	:			
NET	FISCAL IMPACT	<u>\$51,069.35</u>	:			-
	DITIONAL FTE TIONS (Cumulative)					
Is Iter	n Included in Current B	udget: Yes	No	<u>X</u>		
Budge B.	Recommended Sources This is a return to CJG of	of Funds/Sum	mary of F	iscal Impact:		
C.	Departmental Fiscal Re	eview:				
		III. <u>REV</u> I	IEW CON	<u>IMENTS</u>		ì
В.	A. OFMB Fiscal and Source of the County Attor	do for this Proportion of the second of the	tem of s	ent Comment 51,069.35 t Developmen This amendmen our review requ	s and Contro	i in the approprie
C.	Other Department Rev	iew:				
	Department Director					
	This summary is not to	be used as a b	asis for pa	yment.		



LOCATION MAP

ATTACHMENT #/

PREPARED BY AND RETURN TO:
Jeffrey S. Bolton
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: <u>00-40-43-01-00-000-1010</u> (a portion of) and <u>00-40-43-01-00-000-1020</u> (a portion of)

described land lying and being in Palm Beach County, Florida:

COUNTY DEED

	· · · · · · · · · · · · · · · · · · ·
This COUNTY DEED, made	, by PALM BEACH COUNTY,
a political subdivision of the State of Florida, who	se legal mailing address is 301 North Olive
Avenue, West Palm Beach, Florida, 33401-4	791, "County", and CALLERY-JUDGE
GROVE, L.P., a New York limited partnership, wl	nose mailing address is 4001 Seminole Pratt
Whitney Road, Loxahatchee, FL 33470 "CJG".	
WITNESS	ETH:
That County, for and in consideration of the to it in hand paid by CIG, the receipt and sufficient	

granted, bargained and sold to CJG, its successors and assigns forever, the following

See Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, County 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:	By:
Deputy Clerk	Addie L. Greene, Chairperson
APPROVED AS TO FORM	
AND LEGAL SUFFICIENCY	
	(OFFICIAL SEAL)
By:	

ATTACHMENT # 2

Exhibit "A"

PROPERTY LEGAL DESCRIPTION

PARCEL 1

(ORB 20846, PG 1427)

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND 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, \$70°28'21"E FOR 421.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.02 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:

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

Page 1 of 3

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:

PARCEL 2

(ORB 22015, PAGE 0822)

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND 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 PUBLIDC 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

Page 2 of 3

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 RADIUIS 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.

TOGETHER WITH:

PARCEL 3

(ORB 20846, PG 1432)

AN INGRESS-EGRESS EASEMENT 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 BOOK6, 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 2868.21 FEET; THENCE N88°17'06"W FOR 100.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1640, PAGE 1626 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°42'54"W FOR 45.00 FEET; THENCE N88°17'06"W FOR 30.00 FEET TO A LINE 30 FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT-OF-WAY LINE;

THENCE ALONG SAID PARALLEL LINE, N01°42'54"E FOR 45.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, S88°17'06"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1350.00 SQUARE FEET, MORE OR LESS.

FIRST AMENDMENT TO SETTLEMENT AGREEMENT REGARDING AGREEMENT FOR DONATION OF LAND AND ROAD EXTENSION AGREEMENT

This First Amendment to Settlement Agreement (the "Amendment") is made and entered into as of ______, 2007, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Callery-Judge Grove, LP, a New York limited partnership ("CJG") (hereinafter referred to collectively as "the Parties").

RECITALS

WHEREAS, County and CJG entered into an Agreement for Donation of Land (the "Agreement"), effective as of December 2, 2003; and

WHEREAS, County filed a lawsuit against CJG styled <u>Palm Beach County v. Callery-Judge Grove, LP</u>, Case Number 502005CA004650XXXXMB, in the 15th Judicial Circuit Court in and for Palm Beach County; and

WHEREAS, in order to avoid the time, expense and utilization of resources that would be necessary in extensive litigation at the trial and appellate levels, County and CJG entered into a Settlement Agreement Regarding Agreement for Donation of Land (R2006-1177) dated June 20, 2006 (the "Settlement Agreement"); and

WHEREAS, on September 5, 2006, pursuant to the terms of the Settlement Agreement, CJG conveyed to County, at no cost, 12.02 acres of land for construction of County facilities, together with .644 acres for an access road and an Access and Utility Easement (the two properties and easement being collectively referred to in the Settlement Agreement as the "Donated Property"); and

WHEREAS, in addition to the Donated Property, CJG conveyed a .463 acre parcel (the "Road Extension Parcel") to County at no cost pursuant to the terms of the Road Extension Agreement (R2007-0826) (the "Road Extension Agreement") entered into on May 15, 2007, by County, CJG, and the Seminole Improvement District, a special tax district created pursuant to Chapter 70-854 of the laws of the State of Florida, which Road Extension Agreement was entered into after relocation of the fire rescue station on the Donated Property which necessitated County's acquisition of the Road Extension Parcel for access to the fire rescue station; and

WHEREAS, CJG paid the County \$51,069.35 for anticipated expenses associated with the construction of the Road Extension Parcel as provided in paragraph 4 of the Road Extension Agreement and County hereby agrees to reimburse CJG for said anticipated expenses in the amount of \$51,069.35 given that the County has not constructed any portion of the Road Extension; and

Page 1 of 5

ATTACHMENT #3

WHEREAS, due to budgetary constraints, the County has elected not to purchase all or any portion of the Donated Property or Road Extension Parcel as provided in Paragraph 8 of the Settlement Agreement and County notified CJG on November 14, 2007, of County's intent to convey the Donated Property and Road Extension Parcel to CJG; and

WHEREAS, the Parties desire to amend the Settlement Agreement to set forth that Parties agree that County shall convey to CJG by County Deed the Donated Property and Road Extension Parcel, and other details of the transaction.

NOW, THEREFORE, County and CJG hereby agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. That the Parties agree that the County shall convey the Donated Property and Road Extension Parcel (collectively referred to as the "Re-Conveyed Property") by County Deed in the form attached hereto as Attachment "A" and made a part hereof, by January 23, 2008.
- 3. Upon conveyance of the Re-Conveyed Property by the County, the County will reimburse \$51,069.35 to CJG for the unused road expenses
- 4. The Parties acknowledge that the "Re-Conveyed Property and any improvements are being conveyed in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. County shall convey the Re-Conveyed Property without reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. CJG hereby petitions County to convey the Re-Conveyed Property without reservation of mineral and petroleum rights. County hereby finds that conveyance without such reservation of mineral and petroleum rights is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Re-Conveyed Property.
- 5. Upon the recording of the County Deed and the reimbursement of the \$51,069.35 to CJG, the Parties will have satisfied and performed all of the obligations under the Settlement Agreement and Road Extension Agreement and no further actions or obligations will be required by either County or CJG.
- 6. Upon conveyance by County of the Re-Conveyed Property to CJG and the reimbursement of the \$51,069.35 to CJG, the Parties hereby agree to remise, release, acquit, satisfy, and forever discharge each other, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which either Party ever had, now has, or which any personal representative, successor, heir or

assign of the Parties ever had, hereafter can, shall or may have, against each other for, upon or by reason of any matter, cause or thing whatsoever arising under the Settlement Agreement or Road Extension Agreement.

7. Pursuant to the Settlement Agreement, Paragraph 21, *Notice*, is modified to provide the following address for Palm Beach County Property & Real Estate Management:

Property & Real Estate Management Attention: Director 2633 Vista Parkway West Palm Beach, Florida 33411-5605 Fax 561-233-0210

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, County and Callery Judge Grove have caused this First Amendment to be executed in their respective names as set forth hereinabove.

COUNTY:

Signed, sealed, and delivered in the presence of:

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	By:Addie L. Greene, Chairperson
Printed Name:	Date:, 2007
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: County Attorney	By:57: AM My WILF Department Director
	CJG:
WITNESSES:	CALLERY-JUDGE GROVE, L.P., a New York, limited partnership
[Signature]	By: CJG Management, Ltd., a Florida limited liability company, its General Partner
[Print Name]	By: Managed Citrus, Inc., a Florida corporation, its general partner
[Signature]	By: Nathaniel T. Roberts, President
Print Name]	Date: /2-18-07

EXHIBIT "A"

(COUNTY DEED)

PREPARED BY AND RETURN TO:
Jeffrey S. Bolton
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-40-43-01-00-000-1010 (a portion of) and 00-40-43-01-00-000-1020 (a portion of)

C	OUNTY DEED
Avenue, West Palm Beach, Florid	Florida, whose legal mailing address is 301 North Olive la, 33401-4791, "County", and CALLERY-JUDGE artnership, whose mailing address is 4001 Seminole Pratt
\mathbf{w}	ITNESSETH:
to it in hand paid by CJG, the receipt granted, bargained and sold to CJG described land lying and being in Pa See Exhibit "A IN WITNESS WHEREOF,	deration of the sum of Ten and 00/100 Dollars (\$10.00) and sufficiency of which is hereby acknowledged, has G, its successors and assigns forever, the following Im Beach County, Florida: " attached hereto and made a part hereof. County has caused these presents to be executed in its ssioners acting by the Chairperson or Vice Chair of said
ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	By:
Deputy Clerk	Addie L. Greene, Chairperson
APPROVED AS TO FORM	

(OFFICIAL SEAL)

By: Assistant County Attorney

G:\Development\Open Projects\Acreage Communities-jb\Payment and Reconveyance\County Deed - jmb appv 111407.doc

Exhibit "A"

PROPERTY LEGAL DESCRIPTION

PARCEL 1

(ORB 20846, PG 1427)

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WESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°22'27" FOR 125.20 FEET TO A POINT OF TANGENCY;

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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;

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THENCE N02°39'33"W FOR 80.00 FEET;

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TOGETHER WITH:

PARCEL 2

(ORB 22015, PAGE 0822)

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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 RADIUIS 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.

TOGETHER WITH:

PARCEL 3

(ORB 20846, PG 1432)

AN INGRESS-EGRESS EASEMENT 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 BOOK6, 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 2868.21 FEET; THENCE N88°17'06"W FOR 100.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1640, PAGE 1626 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°42'54"W FOR 45.00 FEET; THENCE N88°17'06"W FOR 30.00 FEET TO A LINE 30 FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT-OF-WAY LINE;

THENCE ALONG SAID PARALLEL LINE, N01°42'54"E FOR 45.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, S88°17'06"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1350.00 SQUARE FEET, MORE OR LESS.

Agenda Item

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

50-1 Mabs 2-2007-0826

Meeting Date:

May 15, 2007

[] Consent [] Ordinance X Regular
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. Gyrodyme 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:	Feet Homen WOLF	5/4/07	
	Department Director	Date	
Approved By:	Anne	- 0/40	
	County Administrator	Date \	
	•		

ATTACHMENT # 4

FISCAL IMPACT ANALYSIS

A.	Five Year Summar	y of Fiscal Impa	ct:			
Fisca	al Years	2007	2008	2009	2010	2011
Oper Exter Prog	tal Expenditures rating Costs rnal Revenues ram Income (County ind Match (County)	(\$51,069.)	35)			
	Γ FISCAL IMPACT	<u>(\$51,069.</u>	35)			
	DITIONAL FTE ITIONS (Cumulative)		· · · · · · · · · · · · · · · · · · ·		· · · · · ·
	em Included in Curre get Account No:	nt Budget: Yes_ Fund_3704] Program	Dept <u>441</u>		6_Object_	6505
В.	Recommended Sou	rces of Funds/Su	ımmary of F	iscal Impact:		
C.	Departmental Fisca		VIEW COM	MENTS		
A.	OFMP Fiscal and/o					
В.	OFMB Fiscal and/o	5-9-07	Contract	Development ans Contract complement to the contract review requirements and the contract req	lies with our	19107
	Assistant County A					
C.	Other Department	Review:				
	Department Direc	etor				
	This summary is no	t to be used as a	basis for pay	yment.	•	

 $G: \label{lem:condition} G: \label{lem:condition} G: \label{lem:condition} AGENDA \columnwidth 2007 \columnwidth 05-15 \columnwidth extension jb, wpd$

Agenda Item #: 5B-Z

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: June, 20, 2006

[| Consent [| Public Hearing X Regular

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 502005CA004650XXXXMBAI, 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) CIG 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 within the town center and the County shall re-convey to CJG the remainder of the 12.6 acres 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: Department Director	Man 5/26/6 Date
Approved by:	ATTACHMENT # 5

II. FISCAL IMPACT ANALYSIS

		II. FIDOLGE				
	Five Year Summary	of Fiscal Imp	act:	•		-040
A. Fisca	al Years	2006	2007	2008	2009	2010
One	ital Expenditures rating Costs	-	_ _ _			
There is	ernal Revenues gram Income (County) Kind Match (County)	_ _ _	<u></u>		-	
NE'	T FISCAL IMPACT			***************************************	— .	
P	ADDITIONAL FTE OSITIONS (Cumulati		. 	_ No	<u> </u>	
Is l	tem Included in Curre	nt Budget?	Yes			
	dget Account No.: Fun	d Departm	ent Unit_	Object		
	porting Category Recommended So	urces of Fund	ls/Summary o	f Fiscal Impact	:	•
at X no	TH REVIEW C	n which the fire DRI and pay library/substructed in the second Review: OMMENTS	re station will ment for the la ation commendame manner.	nd is required.	acres prior to	
	OFMB Fiscal and OFMB OFMB B. Legal Sufficient Assistant County Att	Sister Signature of the second		I = I I = A	Thu. I	JEMUC Hem wis
	C. Other Departm	Jotf				
	Department Director THIS SUMMARY IS	NOT TO BI	E USED AS A	BASIS FOR P	AYMENT.	
	•					

BUDGET AVAILABILITY STATEMENT

REQUEST DATE:

12/03/2007

REQUESTED BY: Jeff Bolton

PHONE: 233-0228

FAX: 233-0210

PROJECT TITLE:

Fire Station No. 22

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT:

\$51,069.35

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

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

Return of reimbursement money for anticipated construction costs of access road for Fire Station No. 22

CONSTRUCTION
VENDOR SERVICES
STAFF COSTS**
EQUIP. / SUPPLIES
CONTINGENCY
TOTAL

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND:

DEP

INT

OR

BAS APPROVED BY:

DATE

ENCUMBRANCE NUMBER:

C:\DOCUME~1\RSHEPP~1\LOCALS~1\Temp\BAS - return of Reimbursement.doc

ATTACHMENT # 6

^{**} 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.