



**II. FISCAL IMPACT ANALYSIS**

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

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

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X

Budget Account No: Fund 3704 Dept 441 Unit F056 Object 4958 Program \_\_\_\_\_

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

This is a return to CJG of unused reimbursement costs that were previously paid to the County.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

*Source of funds for this item of \$51,069.35 is available in the appropriation unit.*  
*1-2-08*  
 OFMB *1/2/08* *1/3/08*  
 Contract Development and Control *1/3/08*

**B. Legal Sufficiency:**

*James Butler 1/4/07*  
 Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



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)

## 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, "County", and CALLERY-JUDGE GROVE, L.P., a New York limited partnership, whose mailing address is 4001 Seminole Pratt Whitney Road, Loxahatchee, FL 33470 "CJG".

### WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by CJG, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to CJG, 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.

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: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

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

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

**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, S70°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:

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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:

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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.

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 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 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 Palm Beach County v. Callery-Judge Grove, LP, 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



**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.

Signed, sealed, and delivered in the presence of:

**COUNTY:**

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

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

Date: \_\_\_\_\_, 2007

Printed Name:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

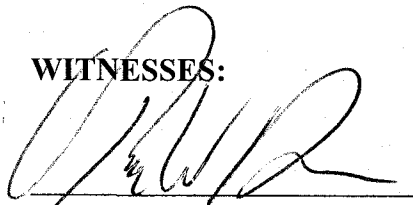
APPROVED AS TO TERMS AND  
CONDITIONS:

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

By: SC Anthony Wolf  
Department Director

**WITNESSES:**

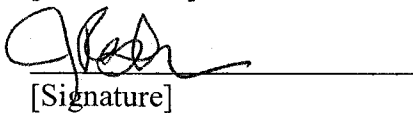
**CJG:**

  
[Signature]

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

Tara W Dohy  
[Print Name]

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

  
[Signature]

By: Managed Citrus, Inc., a Florida  
corporation, its general partner

Nathaniel T. Roberts  
[Print Name]

By: Nathaniel T. Roberts  
Nathaniel T. Roberts, President

Date: 12-18-07

**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)

## COUNTY DEED

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### WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by CJG, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to CJG, 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.

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: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(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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**PARCEL 2**

(ORB 22015, PAGE 0822)

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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 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 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.





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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(\$51,069.35)</b>	_____	_____	_____	_____
# 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]*  
 \_\_\_\_\_ 5-9-07  
 \_\_\_\_\_ 5/19/07  
 \_\_\_\_\_ 5/11/07  
 \_\_\_\_\_ 5/19/07  
 \_\_\_\_\_ 5/19/07  
**OFMB** **Contract Development and Control**

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.**

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 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: Tom Neman Date 5/26/06  
Department Director

Approved by: \_\_\_\_\_ N/A

**ATTACHMENT # 5**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	—	—	—	—	—
Operating Costs	—	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
<b>NET FISCAL IMPACT</b>	—	—	—	—	—
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	—	—	—	—	—

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_

Reporting Category

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

There is no fiscal impact associated with this item. However, Fire Rescue will need to encumber, at the time of construction contract award, the funds necessary to pay for the land (actual acreage x \$350,000/acre cap) upon which the fire station will be constructed in the event that CJG does not receive approval of the DRI and payment for the land is required.

If the construction of the library/substation commences on the 12.6 acres prior to October 31, 2007; they will have to proceed in the same manner.

C. Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

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

OFMB *Jan 31/06* *5/31/06* *DM 5/31/06*

B. Legal Sufficiency:

*Contract Dev. and Control*  
*6/1/06 At the time of review, this item was not reviewed.*

*Amy Taylor Pelletier*  
 Assistant County Attorney

C. Other Department Review:

*A. M. Wolf*  
 Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**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

\*\* 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: F056 OBJ: 4958

BAS APPROVED BY: 

DATE: 12/3/07

ENCUMBRANCE NUMBER: