

6D-2

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

Meeting Date:	March 11, 2008	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **adopt** a resolution authorizing the conveyance of the County's interest in a 414 square foot parcel of County-owned land in Boynton Beach to Patricia H. Mikulec, for \$10,797.12, with reservation of mineral and petroleum rights, but without rights of entry and exploration;
- B) **approve** a Deposit Receipt and Contract For Sale and Purchase with Patricia H. Mikulec; and
- C) **approve** a County Deed in favor of Patricia H. Mikulec.

Summary: The County acquired a 2.94 acre parcel of submerged land underlying three finger canals in unincorporated Boynton Beach by Tax Deed in May 1971. The canals are located along the Intracoastal Waterway in Boynton Beach between Turner Road and Chukker Road. The assessed value of the County's entire parcel is \$891. The canals were bulkheaded in connection with development of the adjacent residential lots. However, the Mikulec's lot is at the end of one of the canals and was not originally bulkheaded, nor was the adjacent Anya Group lot. The Mikulecs and Anya Group both put in new bulkheads, but built a few feet out into the canal owned by the County. The County previously sold 115 square feet to the Anya Group in August of 2005 for \$3,000 (\$26.08/sf) (R-2005-1333). The purchase price for this sale to Mikulec was calculated at the same price (\$26.08/sf) paid by Anya Group for its lot. The Mikulec's lot is assessed at \$18.00/sf. This property is being sold to the Mikulecs without competitive bidding under the alternative disposition procedures established by Ordinance 2002-067. This requires a finding by the Board that the Mikulecs are "the only persons capable of reasonably utilizing the property for the use which the Board has determined to be the highest and best use of the property." Staff recommends this finding to ensure that the Mikulecs, as the adjacent upland riparian lot owners, retain access to the canal immediately behind their lot and to prevent neighbors from trying to interfere with each other's riparian rights. The County will retain mineral rights in accordance with Florida Statutes Section 270.11, but will not retain rights of entry and exploration. (PREM) **District 4** (HJF)

Continued on Page 3

Attachments:

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

Recommended By:	<u><i>Reid Anthony Wolf</i></u>	<u>2/20/08</u>
	Department Director	Date
Approved By:	<u><i>VC Baker</i></u>	<u>3/4/08</u>
	for County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10,797.12)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$10,797.12)</u>	=====	=====	=====	=====

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget: Yes _____ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6422
Program _____

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

General Fund Revenues

Conveyance of this property will eliminate the County's ongoing maintenance and liability.

C. Departmental Fiscal Review: _____ ✓ 79

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jan. 27.08
OFMB ON
2/1/08 2/26/08

Jan. J. Jacoby 2/29/08
Contract Development and Control
2/29/08

B. Legal Sufficiency:

This item complies with current
County policies.

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

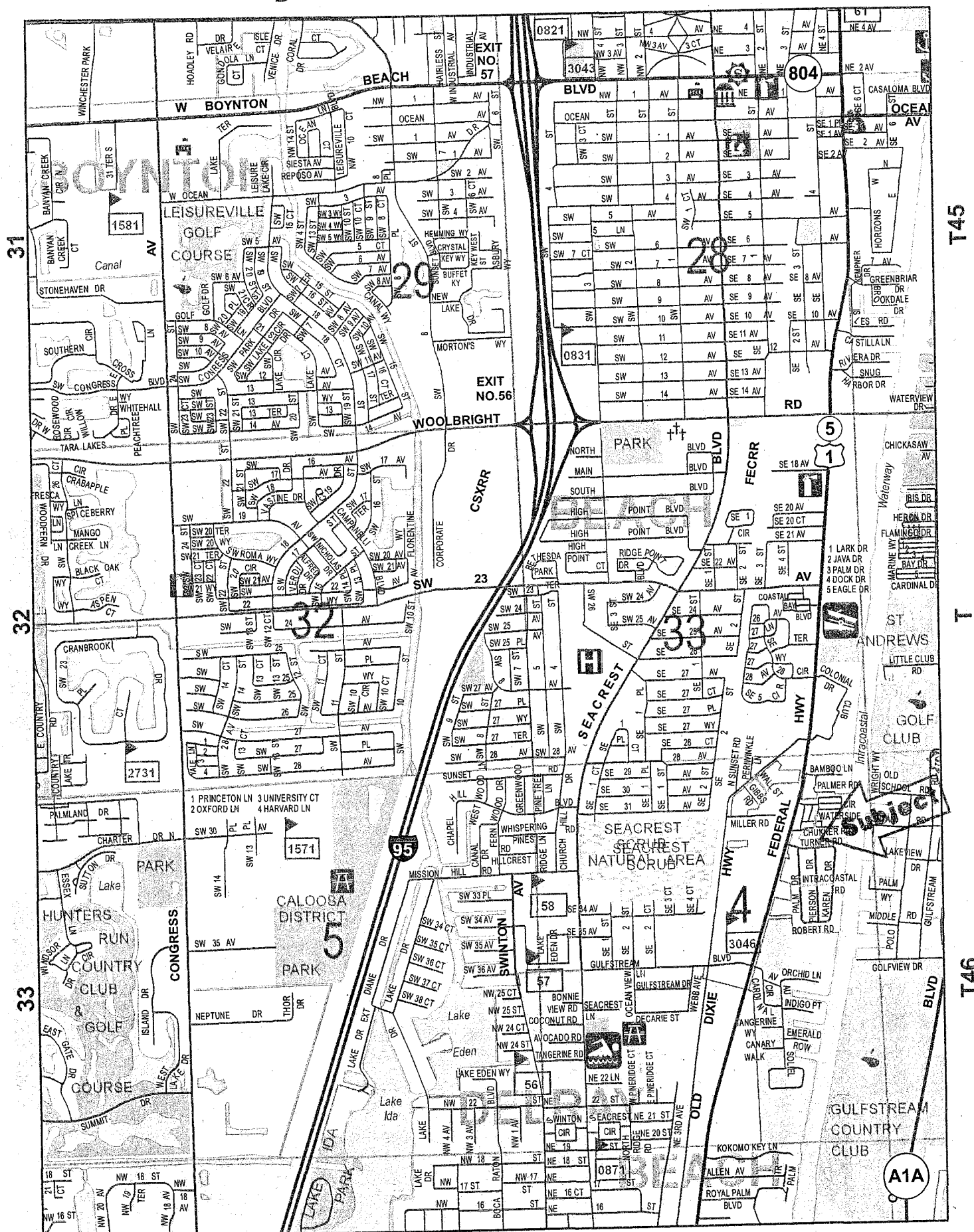
Background and Policy Issues: The County acquired title to 2.94 acres of submerged lands underlying 3 finger canals by Tax Deed in May 1971. The 3 canals are between Turner Road on the south and Bamboo Lane to the north. This 414 square foot parcel is located on the west end of the southern most canal. The canals were dredged in connection with the development of a small residential subdivision and provide waterfront access to the adjoining lot owners. No provision was made for ownership and management/maintenance of the canals, the property went to tax foreclosure and ultimately escheated to the County. There are numerous minor encroachments out into the canals, and most of the adjoining owners have docks and pilings extending into the canals. As owners replace the aging seawalls, the encroachments are being discovered when they pull permits. However, some owners, including the Mikulecs, have attempted to replace the seawalls without seeking permits.

Previously, the County sold 115 sf of the southernmost canal to the Mikulec's neighbor, the Anya Group in July of 2005. The sale to Anya Group was handled by notice to owners on each side of the property and requesting bids on the property pursuant to F.S. 125.35. Anya Group was the only party submitting a bid. In January 2006 after the conveyance to Anya was completed, the Mikulecs raised objections to Anya's encroachment and questioned the validity of the sale to Anya. On July 20, 2006 a meeting at the Anya property was held with the Anya Group, Conrad Mikulec, the other adjacent property owner Ms. Nancy Flaharty, County Staff from PREM and the Building Division to review the encroachment and attempt to resolve the neighbor's disputes. Mr. Mikulec continued to raise objections regarding Anya commencing construction without a permit and the seawall's continued encroachment of less than one (1) foot on County Property and into the riparian rights of Ms. Flaharty. After no resolution of the neighbors dispute could be reached, the County required Anya to reconstruct the seawall within its parcel boundaries. The seawall was relocated by Anya and a Certificate of Completion was issued by PZ&B on November 13, 2006.

At the July 20, 2006 meeting, Mr. Mikulec was informed that his seawall appeared to encroach on County property. Mr. Mikulec was offered the ability to purchase the encroachment property at the same rate paid by Anya. In March of 2007, the Mikulecs began demolition of their existing seawall and construction of a new seawall. Shortly after commencing construction a complaint was received and Mikulec was cited by Code Enforcement for proceeding without a permit. The Mikulecs applied for a permit for the seawall and it was confirmed by survey that the Mikulec's replacement seawall was encroaching on County Property. In November 2007, Mr. Mikulec contacted PREM and requested that the encroaching parcel be conveyed to them at the same price paid by Anya.

Staff recognizes the potential for disputes amongst the neighbors along this canal. In addition, waterfront access is paramount to property values and the loss or reduction of that access would have a detrimental effect on value of these lots. Therefore, Staff is recommending this negotiated sale to the Mikulecs as the upland riparian owner. This process would preclude neighbors from bidding on property along their neighbors seawalls, the loss of which would materially affect the use, enjoyment and value of their neighbors property.

The purchase price was calculated on the basis of the per square foot price paid by the Anya Group for its lot. (\$26.08/sf) Staff believes this continues to be a reasonable estimate of the price of the lots on this end of the canal. The Mikulec's lot is currently assessed at \$18.00/sf. A ten percent (10%) deposit of \$ 1,079.71 was received from the Mikulec's.



RESOLUTION NO. 2008 - ____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO PATRICIA HIGGINS MIKULEC FOR TEN THOUSAND SEVEN HUNDRED NINETY-SEVEN AND 12/100 DOLLARS (\$10,797.12), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County owns a 2.94+/- acre parcel of real property consisting of both submerged lands and upland real property ("County Parcel"), located east of Federal Highway and south of Woolbright Road in unincorporated Palm Beach County; and

WHEREAS, part of the upland portion of the County Parcel is a strip of real property less than six (6) feet in width which contains 414 +/- square feet (approximately .0095 acres)(the "Surplus Parcel"), located between the submerged lands and adjoining upland property owned by Patricia Higgins Mikulec ("Mikulec"); and

WHEREAS, Mikulec has requested that County convey the Surplus Parcel to her; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the highest and best use of the Surplus Parcel is to combine it with the adjoining upland property; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that due to the size and location of the Surplus Parcel, Mikulec is the only person capable of utilizing the Surplus Parcel for its highest and best use; and

WHEREAS, the Board desires to sell such Surplus Parcel to Mikulec; and

WHEREAS, pursuant to Florida Statute Section 270.11, Mikulec has 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 Patricia Higgins Mikulec, for Ten Thousand Seven Hundred Ninety-Seven and 12/100 Dollars (\$10,797.12) pursuant to the Deposit Receipt and Contract for Sale and Purchase (the "Agreement") 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 JOHN F. KOONS, VICE CHAIR
COMMISSIONER KAREN T. MARCUS
COMMISSIONER ROBERT J. KANJIAN
COMMISSIONER MARY MCCARTY
COMMISSIONER BURT AARONSON
COMMISSIONER JESS R. SANTAMARIA

The Chairperson thereupon declared the resolution duly passed and adopted this
____ day of _____, 200__.

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: Reh Amy Wolf
Director

G:\Property Mgmt Section\Dispositions\Boynton canal 01-2005\Mikulec\Resolution.005.HF app.013008.doc

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 and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax: (561) 233-0210

BUYER: Patricia Higgins Mikulec, a married woman

ADDRESS: P.O. Box 477
Buffalo, New York
14201-0477
Fax: (888) 818-8866

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 Ten Thousand Seven Hundred Ninety-Seven and 12/100 Dollars (\$ 10,797.12) 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: One Thousand Seventy-Nine and 72/100 Dollars (\$1,079.72) 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 Nine Thousand Seven Hundred Seventeen and 40/100 Dollars (\$9,717.40) 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. 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 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.

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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

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

14. 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.

15. NOTICES: All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested, postage prepaid, to the addresses and/or fax number indicated on the first page of this Agreement or to such other addresses or fax number as shall be furnished in writing by either party to the other. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if

transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party

16. 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.

17. 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.

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

19. 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.

Signed, sealed and delivered
in the presence of:

Martha LaVerghetta
(Witness)

Martha LaVerghetta
(Print name)

Brenda J. D'Agostino
(Witness)

Brenda J. D'Agostino
(Print name)

BUYER:

Patricia Higgins Mikulec
Patricia Higgins Mikulec, a married woman

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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

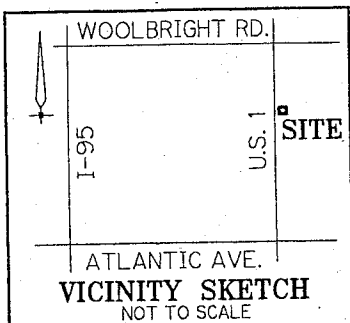
By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

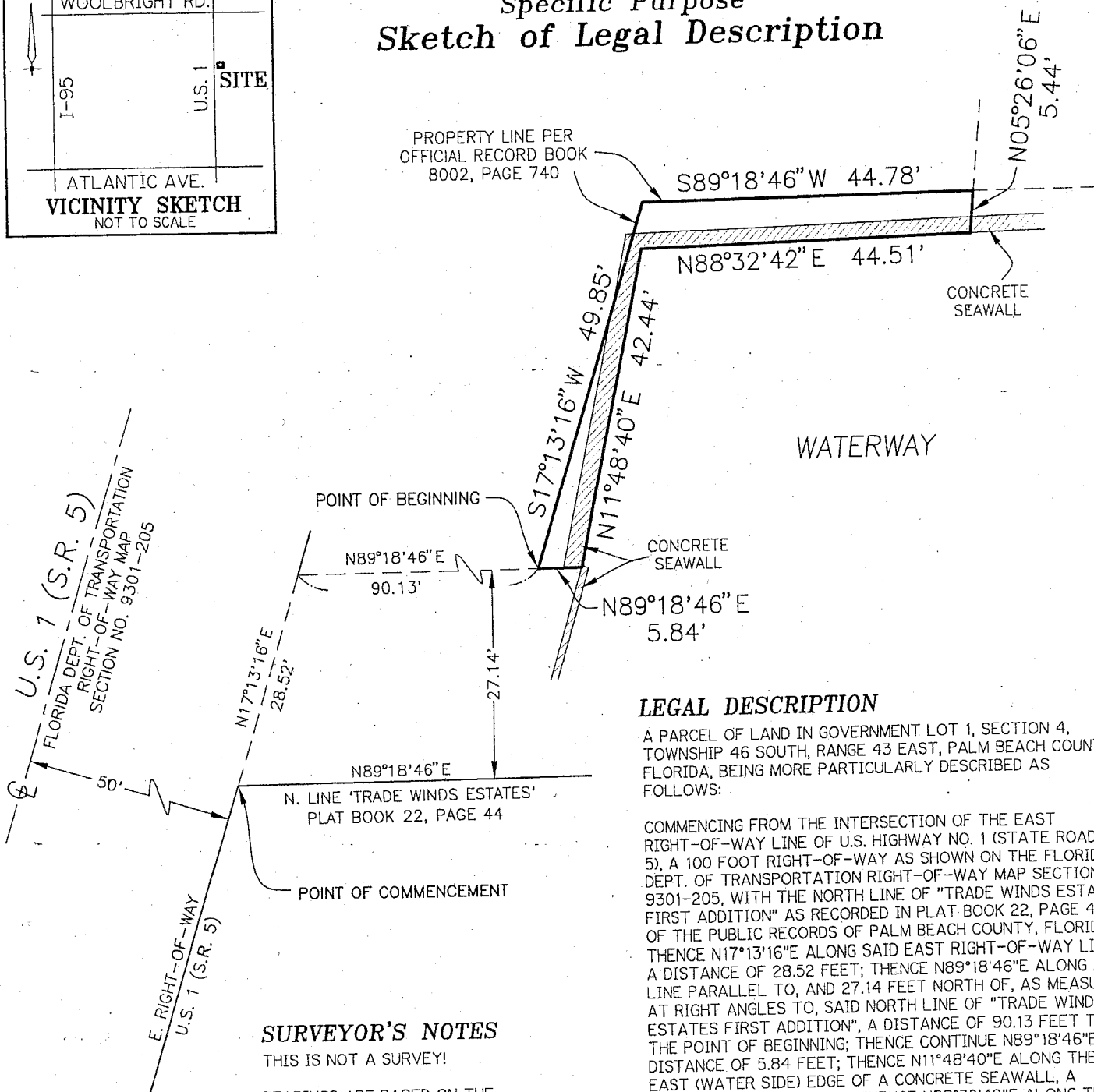
By: Reet Ann Woy
Department Director

EXHIBIT "A"

LEGAL DESCRIPTION



Specific Purpose Sketch of Legal Description



LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), A 100 FOOT RIGHT-OF-WAY AS SHOWN ON THE FLORIDA DEPT. OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 9301-205, WITH THE NORTH LINE OF "TRADE WINDS ESTATES FIRST ADDITION" AS RECORDED IN PLAT BOOK 22, PAGE 44, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE N17°13'16"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 28.52 FEET; THENCE N89°18'46"E ALONG A LINE PARALLEL TO, AND 27.14 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF "TRADE WINDS ESTATES FIRST ADDITION", A DISTANCE OF 90.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°18'46"E A DISTANCE OF 5.84 FEET; THENCE N11°48'40"E ALONG THE EAST (WATER SIDE) EDGE OF A CONCRETE SEAWALL, A DISTANCE OF 42.44 FEET; THENCE N88°32'42"E ALONG THE SOUTH (WATER SIDE) EDGE OF SAID CONCRETE SEAWALL, A DISTANCE OF 44.51 FEET; THENCE N05°26'06"E A DISTANCE OF 5.44 FEET; THENCE S89°18'46"W ALONG THE BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 8002, PAGE 740, A DISTANCE OF 44.78 FEET; THENCE S17°13'16"W ALONG THE BOUNDARY OF SAID PARCEL, A DISTANCE OF 49.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 414 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

THIS IS NOT A SURVEY!

BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF "TRADE WINDS ESTATES FIRST ADDITION" BEARS N89°18'46"E.

SKETCH IS NOT VALID WITHOUT A RAISED SEAL.

CERTIFICATION

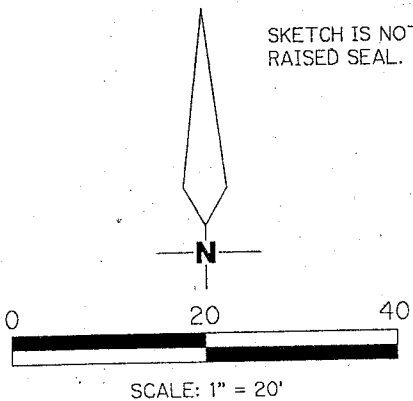
I HEREBY CERTIFY THAT I MADE THIS SKETCH AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

BY:
ROBERT A. BUGGEE, FLORIDA LAND SURVEYOR #3302
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA
DATE: 1/7/08

PREPARED BY:

Bob Buggee, Inc.
the "SURVEYOR"

P.O. BOX 3887
BOYNTON BEACH, FLORIDA, 33426
SURVEY & MAPPING BUSINESS #6942
561-732-7877



DWG # 1007707

EXHIBIT "B"

COUNTY DEED

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

PCN: a portion of 00-43-46-04-00-001-0030

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 **PATRICIA HIGGINS MIKULEC**, a married woman, whose legal mailing address is P.O. Box 477, Buffalo, New York 14201-0477, "Grantee".

WITNESSETH:

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

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in, and title in and to an undivided three-fourths ($\frac{3}{4}$) 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 ($\frac{1}{2}$) 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 County 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, 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.

ATTACHMENT #4

EXHIBIT "B"

COUNTY DEED

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:\Property Mgmt Section\Dispositions\Boynton canal 01-2005\Mikulec\County Deed.001.HF app.013008.doc

EXHIBIT "B"

COUNTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

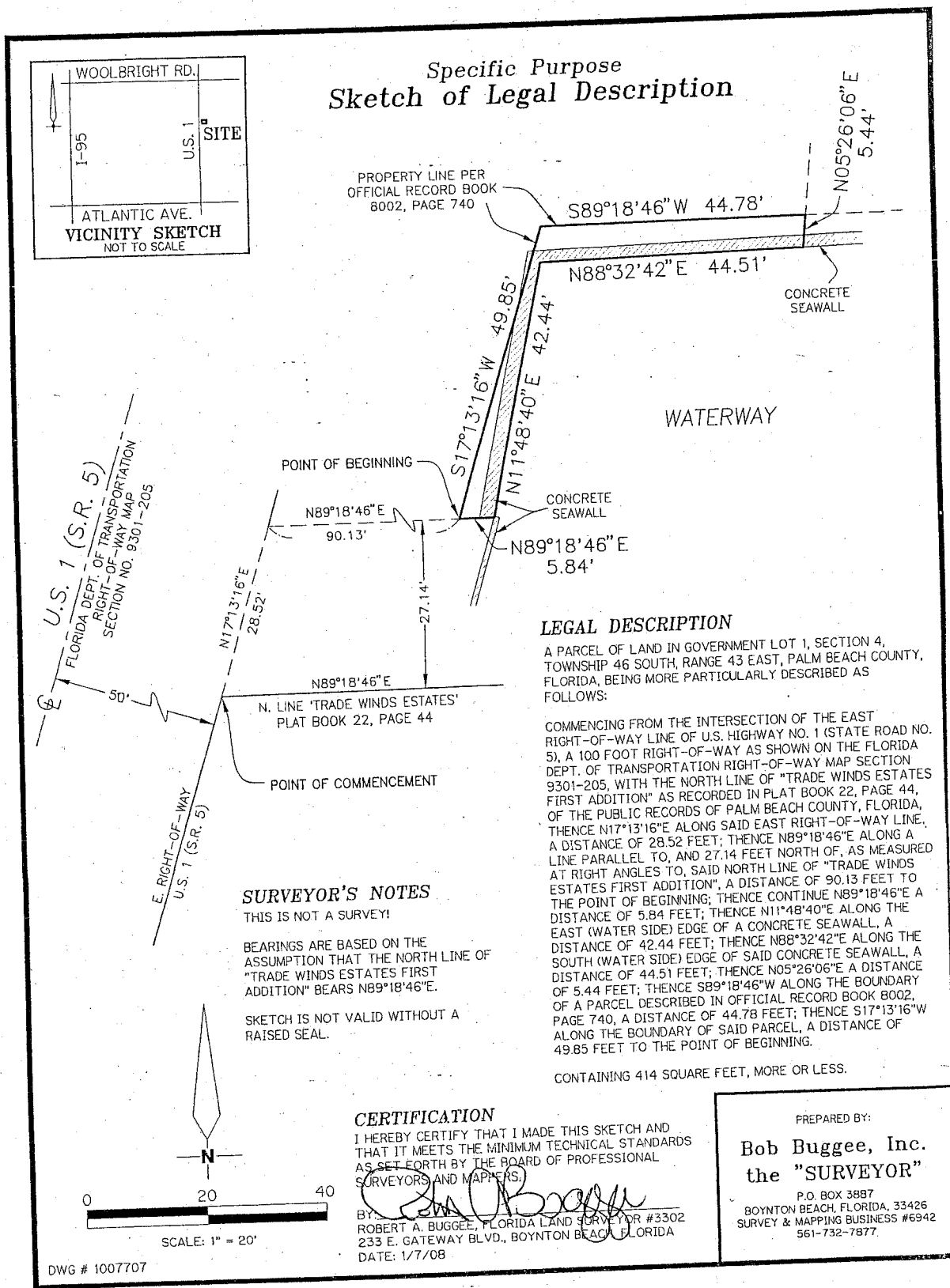


EXHIBIT "C"

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____, 2008, by PATRICIA HIGGINS MIKULEC, a married woman ("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 _____, 2008. (Resolution No. R- _____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of Ten Thousand Seven Hundred Ninety-Seven and 12/100 Dollars (\$10,797.12), 414 +/- square feet (.0095 acres) of surplus land located in Section 04, Township 46, Range 43, Palm Beach County ("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:

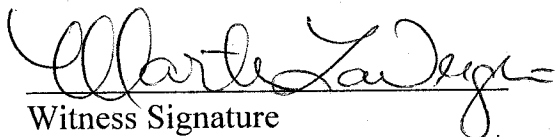
1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION." Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever 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.

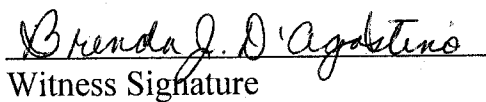
4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

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

Martha LaVerghetta
Print Name


Witness Signature

Brenda J. D'Agostino
Print Name

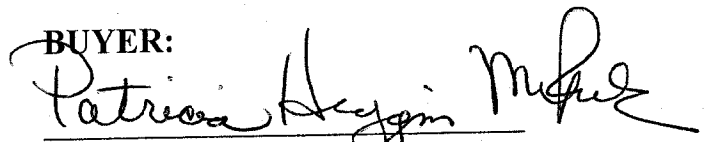
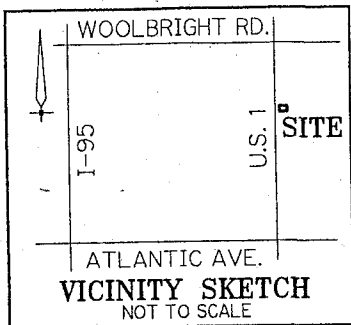
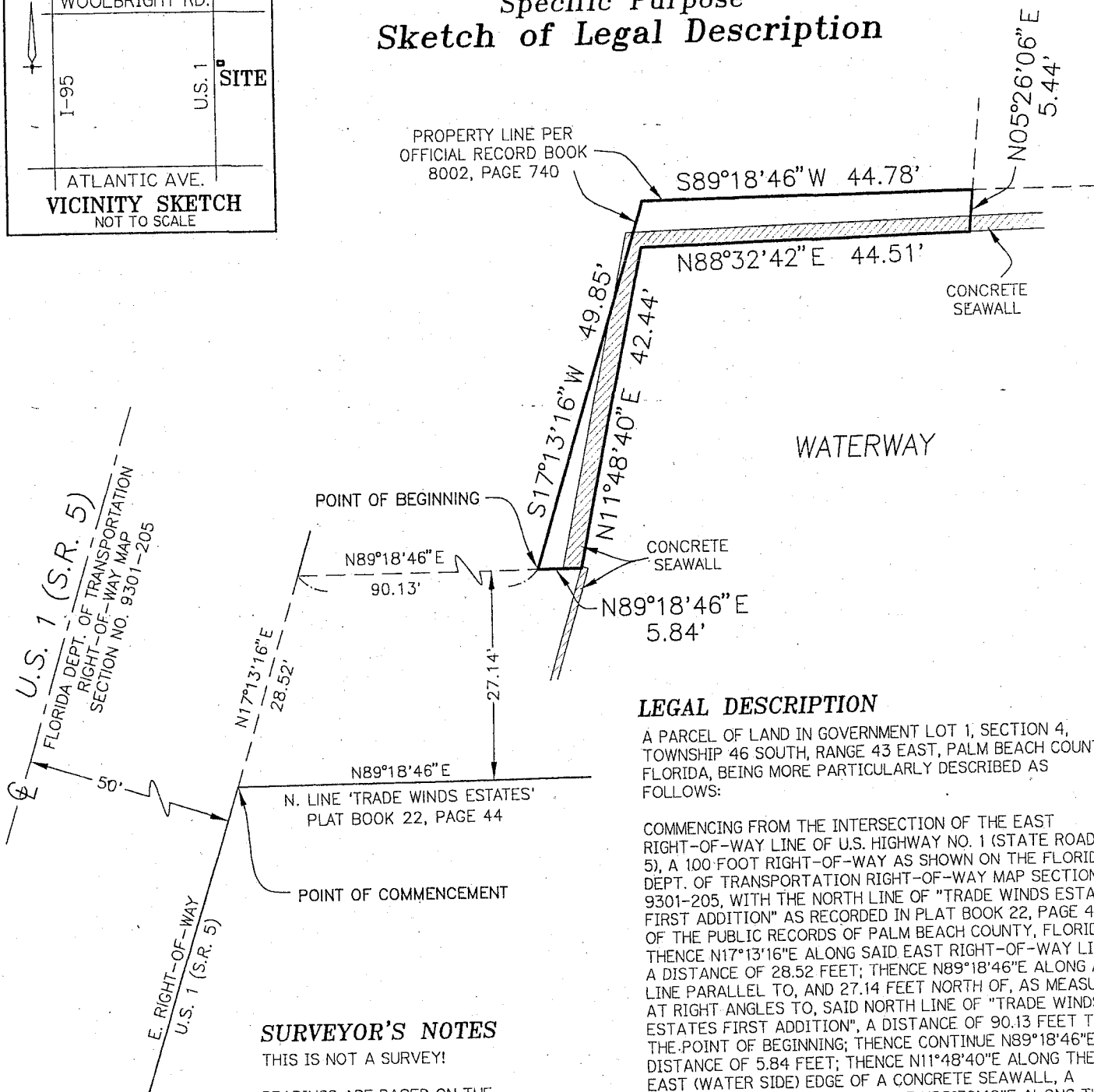
BUYER:

Patricia Higgins Mikulec

EXHIBIT "A"

LEGAL DESCRIPTION



Specific Purpose
Sketch of Legal Description



LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), A 100 FOOT RIGHT-OF-WAY AS SHOWN ON THE FLORIDA DEPT. OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 9301-205, WITH THE NORTH LINE OF "TRADE WINDS ESTATES FIRST ADDITION" AS RECORDED IN PLAT BOOK 22, PAGE 44, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE N17°13'16"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 28.52 FEET; THENCE N89°18'46"E ALONG A LINE PARALLEL TO, AND 27.14 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF "TRADE WINDS ESTATES FIRST ADDITION", A DISTANCE OF 90.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°18'46"E A DISTANCE OF 5.84 FEET; THENCE N11°48'40"E ALONG THE EAST (WATER SIDE) EDGE OF A CONCRETE SEAWALL, A DISTANCE OF 42.44 FEET; THENCE N88°32'42"E ALONG THE SOUTH (WATER SIDE) EDGE OF SAID CONCRETE SEAWALL, A DISTANCE OF 44.51 FEET; THENCE N05°26'06"E A DISTANCE OF 5.44 FEET; THENCE S89°18'46"W ALONG THE BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 8002, PAGE 740, A DISTANCE OF 44.78 FEET; THENCE S17°13'16"W ALONG THE BOUNDARY OF SAID PARCEL, A DISTANCE OF 49.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 414 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

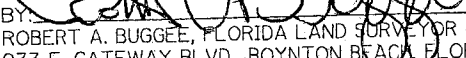
THIS IS NOT A SURVEY!

BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF "TRADE WINDS ESTATES FIRST ADDITION" BEARS N89°18'46"E.

SKETCH IS NOT VALID WITHOUT A RAISED SEAL.

CERTIFICATION

I HEREBY CERTIFY THAT I MADE THIS SKETCH AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

BY: 
ROBERT A. BUGGEE, FLORIDA LAND SURVEYOR #3302
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA
DATE: 1/7/08

PREPARED BY:

Bob Buggee, Inc.
the "SURVEYOR"

P.O. BOX 3887
BOYNTON BEACH, FLORIDA, 33426
SURVEY & MAPPING BUSINESS #6942
561-732-7877.

DWG # 1007707