

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: 12/2/2008 [X] Consent [ ] Regular  
[ ] Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For: Engineering Right-of-Way Division

I. EXECUTIVE BRIEF

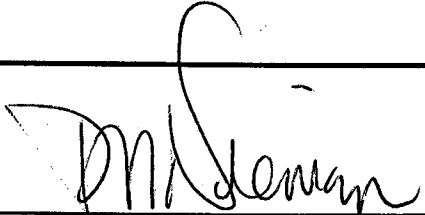
**Motion and Title:** Staff recommends motion to approve: Palm Beach County-Congress Avenue Widening Statement of Offer & Purchase Agreement (the "Agreement") and First Addendum (the "Addendum") to that Agreement for Parcel 312.

**Summary:** Execution of the Agreement and the Addendum and payment of \$57,900 will acquire a temporary construction easement (Parcel 312) for the proposed widening of Congress Avenue east of the Town of Atlantis. Parcel 312 is owned by Atlantis Golf Club, Inc., a Florida non-profit corporation. The Florida Department of Transportation (FDOT) is funding this widening of Congress Avenue, and FDOT requires the County to use the Agreement for property acquisition. District 3 (PFK)

**Background and Justification:** The widening of Congress Avenue for this project, including property acquisition, is being funded by the FDOT.

**Attachments:**

- 1. Agreement and Addendum.

Recommended by:  11/4/08  
County Attorney Date

Approved by: N/A  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$57,900	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$57,900</b>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 3504 Department 361 Unit 0951 Object 6120

Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Road Impact Fee Fund – Zone 4, Congress Avenue /Lantana Road to Melaluca Lane.**

*Land \$52,300  
Attorney Fees + other \$5,600*

**C. Departmental Fiscal Review: Engineering advised this project is fully funded.**

**III. REVIEW COMMENTS**

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

*Abwillhite 11.7.08*  
 OFMB *UD 11/15/08 SV 11/9/08 CN 11/5/08*  
*Contract Development and Control 11/7/08*

**B. Legal Sufficiency:**

*Paul F. J. 11/4/08*  
 Assistant County Attorney

**C. Other Department Review:**

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

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

ATTYWPDATA\ENG\PFK\ENG\_GEN\Eng2008\AtlantisGolfClub12022008ais.doc

PALM BEACH COUNTY - CONGRESS AVENUE WIDENING  
STATEMENT OF OFFER & PURCHASE AGREEMENT

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 22982-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312

**Seller:** Atlantis Golf Club, Inc., a Florida non-profit corporation

**Buyer:** Palm Beach County, a political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. DESCRIPTION OF PROPERTY**

(a) Real property described as: A parcel of land lying in Section 31, Township 44 South, Range 43 East, Palm Beach County, Florida, being a portion of Atlantis Golf Club and Golf Course [a 14,921 sq. ft. (0.343 acres) portion of Golf Course Parcel 3] as described in Official Records Book 2160 at page 884 of the public records of Palm Beach County, Florida — see Legal Description and Sketch attached hereto (the “Temporary Construction Easement Property”) hereinafter known as the “Property”.

(b) Estate being purchased:       Fee Simple  
    Permanent Easement  
    Temporary Easement  
    Leasehold Interest

(c) Buildings, Structures, Fixtures and Other Improvements:   N/A  

(d) Personal property described as:   N/A  

(e) Outdoor Advertising Structure(s) — Permit Number(s):   N/A  

Property owned by others described as:   N/A  

is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

**II. PURCHASE PRICE**

(a) Real Property	
Land	\$52,300.00
Improvements	\$ 0.00
Real Estate Damages (severance/cost to cure)	\$ 0.00
<b>Total Real Property</b>	<b>\$52,300.00</b>
(b) Total Personal Property	\$ 0.00
<b>Total Purchase Price (Lines 4 &amp; 5)</b>	<b>\$52,300.00</b>
(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing	\$52,300.00
(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession	\$ 0.00

Buyer hereby represents to Seller that this offer is not less than Buyers estimate of market value.

**III. CONDITIONS AND LIMITATIONS**

- (a) ~~Seller is responsible for all taxes due on the Property up to, but not including, the day of closing. N/A~~
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the Property described in Section 1 of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the Property described in Section 1 of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) The Property described in Section 1 of this agreement is being acquired by Buyer for transportation purposes under the threat of condemnation.
- (f) ~~Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Florida Department of Transportation Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section 1 of this agreement and shall surrender, or account for, the outdoor advertising permit tag (s) prior to or upon receiving payment for the outdoor advertising structure(s). N/A~~
- (g) Seller agrees that the real Property described in Section 1 of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (i) Other: N/A

**IV. CLOSING DATE**

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto, except for the addendum attached.

VI Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711(2), Florida Statutes. A closing shall not be conducted prior to thirty (30) days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final agency acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer's representative in Section VII of this agreement.

**WITNESS AS TO SELLER**

**SELLER**

Atlantis Golf Club, Inc.

BY: Trela J. White  
Signature

BY: David Usilton  
David Usilton, President

TRELA J. WHITE  
Print Name

DAVID USILTON, PRESIDENT  
Print Name - Title

9-9-08  
Date

9/9/08  
Date

ATTEST:  
SHARON R. BOCK

BY: \_\_\_\_\_  
Clerk & Comptroller (SEAL)  
CIRCUIT COURT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS OF  
CONDITIONS:

BY: Paul F. [Signature]  
COUNTY ATTORNEY

BY: [Signature]

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted final agency acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

This document delivered by \_\_\_\_\_ Date \_\_\_\_\_

This document delivered by \_\_\_\_\_ Date \_\_\_\_\_

Y:\docs\Atlantis\Agmt-Contract-Lease\CongressAveWideningAgreement-2008.doc

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 22982-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312

EXHIBIT A

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT  
PARCEL No.312

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF ATLANTIS GOLF CLUB AND GOLF COURSE (GOLF COURSE PARCEL 3) AS DESCRIBED IN OFFICIAL RECORDS BOOK 2160 AT PAGE 884 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

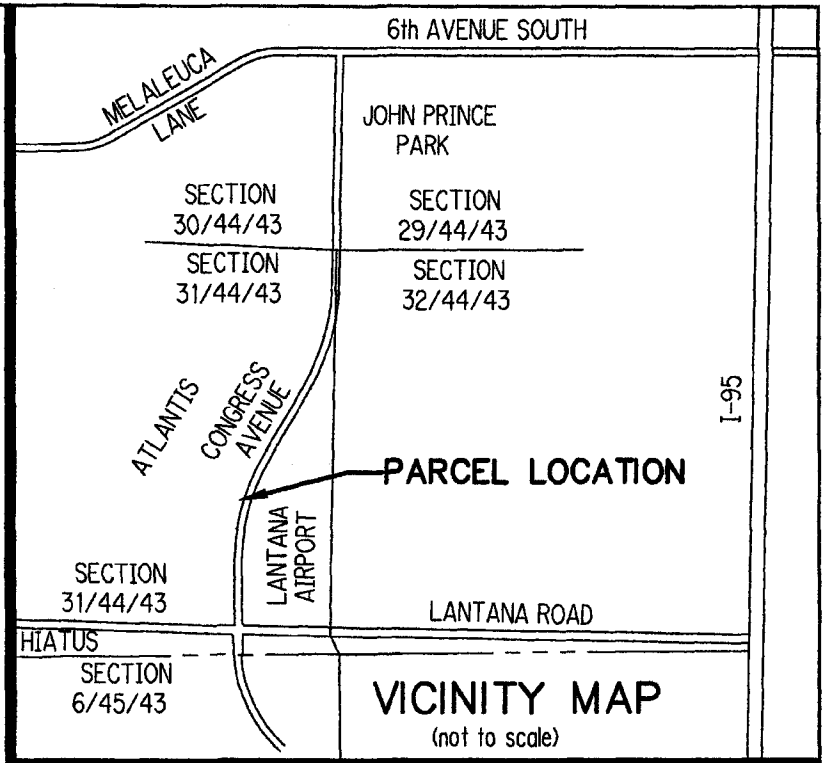
BEGIN AT THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 12212, PAGE 451 OF SAID PUBLIC RECORDS AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE;  
THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL, N88°58'24"W FOR 10.00 FEET TO A POINT ON A LINE 10 FEET WEST OF AND PARALLEL WITH THE SAID WESTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE;  
THENCE ALONG SAID PARALLEL LINE, N01°02'01"E FOR 218.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2924.93 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°05'59" FOR 1281.34 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLUBHOUSE BOULEVARD AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, WHERE THE RADIAL LINE BEARS S62°48'29"W;  
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52°56'06" FOR 23.10 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE AND A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2914.93 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24°42'34" FOR 1257.10 FEET TO A POINT OF TANGENCY;  
THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°02'01"W FOR 218.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,921 SQUARE FEET (0.343 ACRES), MORE OR LESS.

BEARING BASIS: S01°02'01"W ALONG THE WESTERLY RIGHT-OF-WAY OF CONGRESS AVENUE.

**ABBREVIATIONS**

- CL - CENTERLINE
- (C) - CALCULATED DIMENSION
- (D) - DIMENSION PER RECORD DEED
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- STA - STATION
- TCE - TEMPORARY CONSTRUCTION EASEMENT
- 'L - DISTANCE LEFT OF BASELINE
- 'R - DISTANCE RIGHT OF BASELINE
- R= - RADIUS
- ?= - CENTRAL ANGLE
- L= - ARC LENGTH

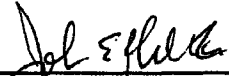


**NOTES:**

- 1) THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.  
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH THE DESCRIPTIONS AND THE SKETCHES ACCOMPANY EACH OTHER.
- 2) REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.
- 3) ALL DIMENSIONS SHOWN ON THE PROPOSED PARCELS ARE CALCULATED. DIMENSIONS SHOWN ON THE PARENT TRACT PARCELS ARE PER THE RECORD DEED, UNLESS NOTED OTHERWISE.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED LEGAL DESCRIPTIONS AND SKETCHES ARE TRUE, ACCURATE, AND WERE PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTIONS ARE IN COMPLIANCE WITH THE APPLICABLE PORTIONS OF THE MINIMUM TECHNICAL STANDARDS, CHAPTER 61G17-6.004, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
 \_\_\_\_\_  
 JOHN E. PHILLIPS III  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA No. 4826  
 DATE: 9/8/08


**BROWN & PHILLIPS, INC.**  
 PROFESSIONAL SURVEYING SERVICES  
 CERTIFICATE OF AUTHORIZATION # LB 6473  
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407  
 (561) 615-3988, (561) 615-3986 FAX

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

DRAWN: DKN/MB	PROJ. No. 05-016
CHECKED: TB	SCALE: NONE
DATE: 9/8/08	SHEET 1 OF 4

CONGRESS AVENUE  
 TCE 312



**TEMPORARY CONSTRUCTION EASEMENT  
PARCEL No.312**

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BEARING BASIS: S01°02'01"W ALONG THE WESTERLY RIGHT-OF-WAY OF CONGRESS AVENUE.



**THIS SKETCH IS NOT A SURVEY**

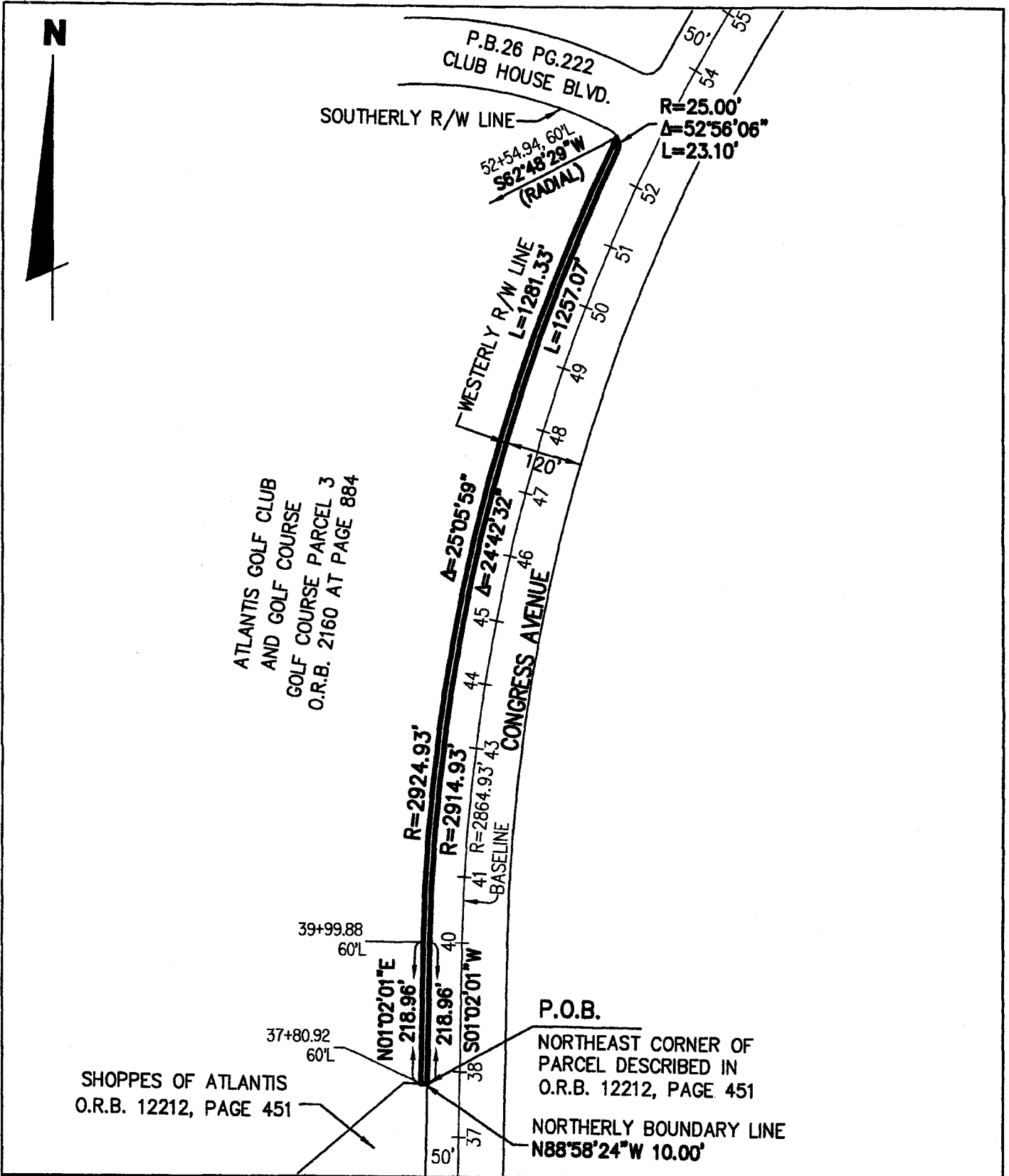
**BROWN & PHILLIPS, INC.**

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 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407  
 (561) 615-3988, (561) 615-3986 FAX

**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION**

DRAWN: DKN	PROJ. No. 05-016
CHECKED: TB	SCALE: NONE
DATE: 9/8/08	SHEET 2 OF 4

**CONGRESS AVENUE  
TCE PARCEL 312**



THIS SKETCH IS NOT A SURVEY



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SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION

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CHECKED: TB	SCALE: 1"=200'
DATE: 9/8/08	SHEET 3 OF 4

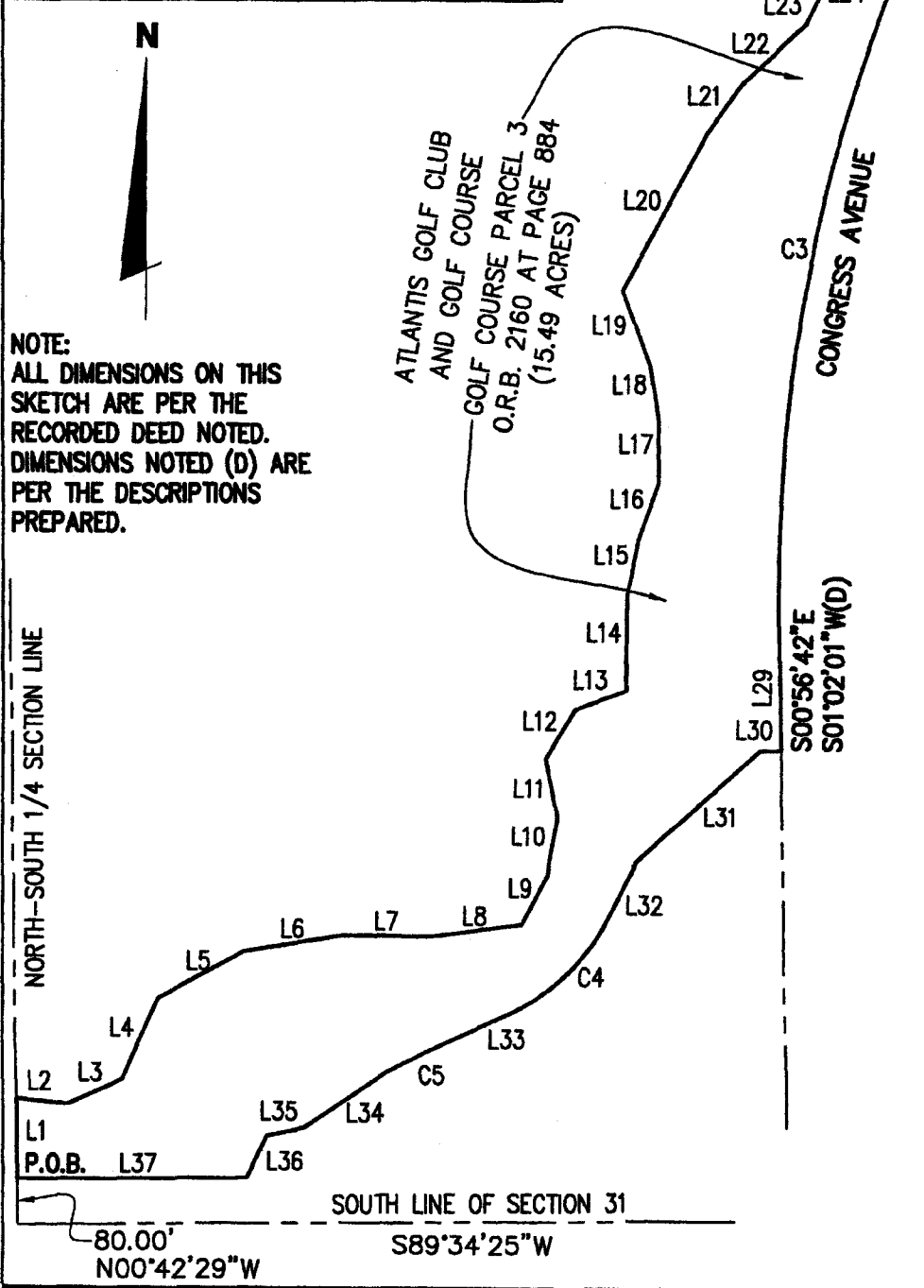
CONGRESS AVENUE  
TCE PARCEL 312

**CURVE TABLE**

CURVE	R	Δ	A
C1	625.00	35°30'48"	387.39
C2	25.00	88°32'17"	38.63
C3	2914.93	24°42'32"	1257.07
C4	370.68	38°31'40"	249.26
C5	2700.43	2°37'44"	123.90

**LINE TABLE**

LINE	LENGTH	BEARING
L1	140.00	N00°42'29"W
L2	89.93	S84°16'20"E
L3	105.00	N65°27'25"E
L4	155.00	N23°53'40"E
L5	170.00	N61°38'35"E
L6	175.00	N80°39'50"E
L7	150.00	S88°55'30"E
L8	162.00	N82°09'30"E
L9	95.00	N28°21'20"E
L10	105.00	N10°02'20"E
L11	105.00	N12°02'30"W
L12	100.00	N30°44'40"E
L13	95.00	N69°44'30"E
L14	166.00	N00°58'50"E
L15	100.00	N11°43'45"E
L16	101.00	N19°42'00"E
L17	105.00	N00°50'00"E
L18	100.00	N08°26'10"W
L19	139.00	N20°27'45"W
L20	310.00	N28°38'45"E
L21	101.00	N34°44'45"E
L22	155.00	N47°17'00"E
L23	50.00	N27°25'30"E
L24	25.00	N17°09'30"W
L25	45.00	N17°47'30"W
L26	46.00	N43°42'00"W
L27	86.00	N58°31'30"W
L28	69.60	S86°31'00"W
L29	85.19	N12°55'33"W
L30	218.96	S00°56'42"E
L31	36.83	S89°03'18"W
L32	292.25	S47°26'55"W
L33	103.18	S26°39'15"W
L34	112.16	S65°10'55"W
L35	174.34	S56°25'23"W
L36	66.25	S77°27'58"W
L37	82.63	S25°11'53"W
L38	399.18	S89°34'25"W



THIS SKETCH IS NOT A SURVEY



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SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION

DRAWN: DKN PROJ. No. 05-016

CHECKED: TB SCALE: 1"=300'

DATE: 9/8/08 SHEET 4 OF 4

CONGRESS AVENUE  
PARENT TRACT 312

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 229892-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312  
Page 1 of 5

**FIRST ADDENDUM TO PALM BEACH COUNTY CONGRESS AVENUE WIDENING  
STATEMENT OF OFFER & PURCHASE AGREEMENT**

THIS FIRST ADDENDUM, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Atlantis Golf Club, Inc., a Florida non-profit corporation, hereinafter called the "AGC" and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "County"; both of whom agree that the current Statement of Offer and Purchase Agreement made and entered into by and between the parties on this same date (the "Agreement") is hereby amended in the following manner:

1. II.(a): The term "Real Property" is amended to read "The Easement Property" and shall thereafter be called the "Property".
2. II.(c): Is amended to read "Portion of Total Purchase Price for two (2) years use to be paid to Seller by Buyer at Closing - \$52,300.00.
3. Seller's attorney's fees \$4,450.00 + additional \$1,150.00 due to County's revisions after execution and delivery of documents on September 9, 2008. To the extent permitted by law and by Section 768.28, Florida Statutes, in the event that reasonable and justified attorneys' fees arise after the closing is conducted, the property owner's attorney shall submit a letter of explanation and invoice for review and approval by the County. The County agrees that its approval of those reasonable and justified attorneys' fees shall not be unreasonably withheld
4. III.(c): Is hereby amended to read as follows:
  - (c) Seller shall maintain the Property described in Section 1 of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear, up until the date of closing. Buyer shall return the Property to the Seller at the end of the two (2) year term plus any approved extensions in the same condition as existed at closing.
5. III.(e): Is hereby amended to read as follows:
  - (e) The Property described in Section 1 of this agreement is being acquired by Buyer for the purpose of harmonizing the change in elevation, accommodating the tie in with the newly constructed sidewalk and roadway lane and temporarily storing a minimum amount of materials, such as pipes, relating to the transportation project under the threat of condemnation. There shall be no storage of heavy equipment, i.e. graders, front-end loaders, dump trucks or the like on the Property.

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 229892-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312  
Page 2 of 5

6. III.(g): Is hereby amended to read as follows:  
(g) Seller agrees that the Property described in Section 1 of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer. The Temporary Construction Easement shall be for a duration of two years or until the road and/or construction project is accepted by the Palm Beach County Board of County Commissioners. The Property and any improvements thereon (sod, mulch, irrigation equipment and heads, etc.) shall be restored to their original condition by Buyer at the end of the easement term.
7. III.(i): Is hereby amended to read as follows:  
(i) Other:  
1. Should Buyer need the Easement Property for longer than two (2) years from the date of closing as set forth in Sections I(b) and II(c), \$2,180.00 per month must be paid to Seller monthly in advance of the use of the Temporary Construction Easement which shall be for a duration of two years or until the road and/or construction project is accepted by the Palm Beach County Board of County Commissioners. The Property will be restored to its original condition by the Buyer and returned to Seller within fifteen (15) days of such notice.  
2. The ten foot (10') mature ficus hedge, seven foot (7') chainlink fence, eureka palm trees, City of Atlantis sign and large magnolia trees located near the Property will not be impacted or harmed in any way, whatsoever. Should there be any damage to any of the above improvements, and/or should any of the vegetation die within one (1) year after the end of the two (2) year term plus any approved extensions, then unless caused by "Acts of God", or deliberate or negligent acts of others not connected with the construction Project, such damage or deterioration shall be replaced and restored to their original condition at the sole cost of the Buyer.  
3. To the extent permitted by law and by Florida Statutes 768.28, the Buyer hereby indemnifies and holds harmless AGC from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which the AGC may become subject by reason of or arising from the Buyer's use of the Property.  
4. There shall be no drainage allowed on to any property owned by the Seller.  
5. The Property shall only be accessed from Congress Avenue.

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 22982-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312  
Page 3 of 5

Further, the parties agree as follows:

- A. This First Addendum shall be binding upon both the AGC and the County.
- B. If any provision or any portion contained in this First Addendum is held unconstitutional, invalid or unenforceable, the remainder of this First Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree that this First Addendum shall be attached to the Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the AGC has caused this First Addendum to be signed and executed on its behalf by its President; and the County has signed and executed this First Addendum, both in duplicate, the day and year first above written.

**This section intentionally left blank - Signature Page(s) to follow:**

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 22982-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312  
Page 4 of 5

**WITNESS AS TO SELLER**

**SELLER**  
Atlantis Golf Club, Inc.

BY: Treha J. White  
Signature  
TREHA J. WHITE  
Print Name  
9-9-08  
Date

BY: David Usilton  
Signature  
David Usilton, President  
DAVID USILTON, PRESIDENT  
Print Name - Title  
9-9-08  
Date

ATTEST:  
SHARON R. BOCK

BY: \_\_\_\_\_  
Clerk & Comptroller (SEAL)  
CIRCUIT COURT

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
CONDITIONS:

APPROVED AS TO TERMS OF

BY: Paul F. J.  
COUNTY ATTORNEY

WR BY: Ornelis A. Fernandez

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted final agency acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

This document delivered by \_\_\_\_\_ Date \_\_\_\_\_

Palm Beach Co. Project No.: 2003507  
FDOT Project No.: 22982-1-22-01  
State Road No.: 807 (Congress Avenue)  
Parcel No(s): 312  
Page 5 of 5

This document delivered by \_\_\_\_\_ Date \_\_\_\_\_