

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

Meeting Date: May 19, 2009 ☐ Consent ☒ Regular
☐ Workshop ☐ Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Agreement for Purchase and Sale (Agreement) for approximately 2.73 acres of land adjacent to the County's Cypress Creek Natural Area from Southpointe Palm, LLC, a Florida limited liability company, for \$330,000, an amount which is equal to a recent appraisal obtained by the County;**
- B) Budget Transfer of \$337,000 in the Natural Areas Fund from Reserves to the Environmental Resources Capital Fund to cover the cost of the land, as well as costs related to title work/closing, surveys, and recording fees as identified in the Agreement; and**
- C) Budget Amendment of \$337,000 in the Environmental Resources Capital Fund to recognize the transfer for purchase of a tract of land adjacent to the Cypress Creek Natural Area.**

Summary: The Southpointe Palm LLC property is immediately adjacent to the County's Cypress Creek Natural Area. The property contains an estimated 2.73 acres and is bordered by the Cypress Creek Natural Area to the north, east and west, and by Indiantown Road to the south. Acquisition of the parcel would simplify management of the surrounding natural area and would facilitate the restoration of areas impacted by historic drainage, vegetation clearing and shell rock mining. These proposed management and restoration activities will help restore historic surface water flows, and native wetland and upland habitat within the natural area. They will also help improve water quality and quantity within the Wild & Scenic portion of the Loxahatchee River. This Agreement is expressly contingent upon the approval of the Board of County Commissioners on or before June 2, 2009, and is subject to normal pre-acquisition due diligence.


Pursuant to the Agreement, the County shall be responsible for the cost to issue the title insurance commitment and final title insurance policy which will be based on the minimum promulgated rate, together with the associated costs for the title exam, abstract, and closing fees. Said associated costs shall not exceed \$285. The County must also pay all recording fees and for any survey it deems necessary. The total cost of the title work, recording fees and survey work should not exceed \$7,000. Funding is provided by non ad-valorem revenue sources within the Natural Areas Fund.


District 1 (JMB)

Continued on Page 3

Attachments:

1. Location Map
2. Purchase and Sale Agreement
3. Appraisal Report Summary
4. Budget Transfer (1226)
5. Budget Amendment (3654)

Recommended by:  9/24/09
Department Director Date

Approved by:  9/24/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$337,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$337,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
Budget Account No.: Fund _____ Department _____ Unit _____ Object _____ Program _____

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

Money will be transferred in the Natural Areas Fund from Reserve to the Environmental Resources Capital Fund as shown on the attached budget transfer and budget amendment to cover the cost of the land and all County-obligated acquisition related costs identified within the Agreement for Purchase and Sale.

C. Department Fiscal Review:

JH

III. REVIEW COMMENTS

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

Jim Burt 4-28-09
OFMB
NO 4/28/09 *SN* 4/28/09 *CN* 4/28/09

Don J. Javron 5/6/09
Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

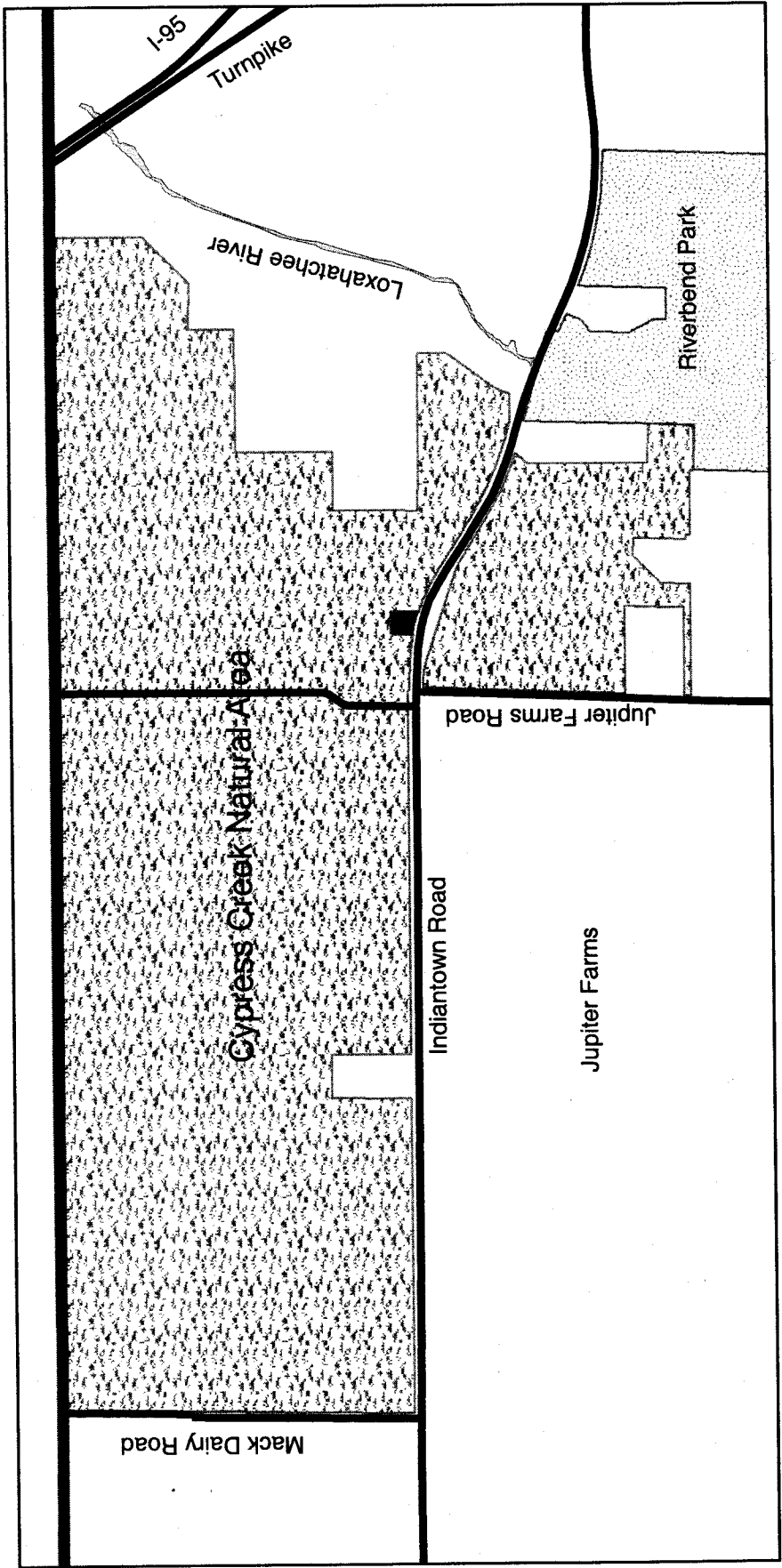
James Burt 5/8/09
Assistant County Attorney

C. Other Department Review:

R.C. H.
Department Director
PREM

Background and Policy Issues (continued from page 1):

The 2.73-acre Southpointe Palm, LLC parcel historically contained wet flatwoods. However, the parcel was cleared and a portion of the parcel was excavated in the late 1940s or early 1950s. Since that time, some wetland vegetation has grown in the excavated area while both exotic and native vegetation have recolonized the remaining upland portions of the parcel. The adjacent natural area provides habitat for numerous listed plant and animal species, including many wading birds, terrestrial orchids and lilies, and many species of wild pine. The parcel is part of the old 1910s-era Philo Farms subdivision and is bordered by the County-owned Cypress Creek Natural Area to the north, east and west. To the south, the property fronts on Indiantown Road with additional lands of the Cypress Creek Natural Area (AKA Hatcher/Indiantown-Jupiter Venture property) located immediately south of Indiantown Road. Acquisition of the property will facilitate management of the adjacent natural area lands by eliminating a small in-holding that could be impacted by the use of prescribed burning and proposed hydrologic restoration activities. Acquisition by the County will also eliminate the subject parcel as a potential seed source for invasive non-native vegetation in the adjacent natural area.



Location Map

Palm Beach County
Department of Environmental
Resources Management



April 9, 2009, slm

Legend

— Road

□ County Boundary

▨ Riverbend County Park

■ Southpointe Palm, LLC Parcel

▨ Cypress Creek Natural Area



AGREEMENT FOR PURCHASE AND SALE

between

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

and

**SOUTHPOINTE PALM, LLC,
a Florida limited liability company,
as Seller**

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AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into the ____ day of _____, 2009, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and SOUTHPOINTE PALM, LLC, a Florida limited liability company, (hereinafter referred to as the "Seller").

WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 10.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.5 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating forty-five (45) days thereafter.

1.6 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in **Exhibit "B"** attached hereto, together with any other title matters that may be accepted in writing by the County.

1.7 **"Personal Property"** - all furnishings, fixtures and equipment of any kind, together with all additional items of personal property located upon the Real Property at Closing. Any items of personal property remaining upon the property at Closing shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.8 **"Property"** - the Real Property and Personal Property.

1.9 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.10 **"Real Property"** - the Real Property legally described in **Exhibit "A"** attached hereto and made a part hereof, together with all improvements situate thereon.

2. **SALE AND PURCHASE** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest,

privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price of the Property shall be Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, and prorations as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 The Property abuts a public roadway to which access is not limited or restricted.

4.3 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

4.4 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

4.5 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

4.6 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County, the Seller's Disclosure of Beneficial Interests attached hereto as **Exhibit "D"** (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner required by Section 15 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure.

4.7 There are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the

Property.

4.8 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.9 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.10 There are no service contracts affecting the Property which will survive Closing.

4.11 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with Paragraph 12 hereof, for the year of Closing and all prior years.

4.12 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.13 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

4.14 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.15 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 17.1 hereof.

5. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

6. **EVIDENCE OF TITLE.**

6.1 Within fifteen (15) days after the Effective Date of this Agreement, the Seller shall deliver to the County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by a title insurance

company acceptable to County, agreeing to issue to the County upon the recording of the Warranty Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Real Property, subject only to the Permitted Exceptions. County shall be responsible for the title insurance premium cost to issue the title insurance commitment and final title insurance policy which will be based on the minimum promulgated rate, together with the associated costs for the title exam, abstract, and closing fees. Said associated costs shall not exceed \$285.00.

The County shall have until the later of ten (10) days after receipt from the Seller of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects; provided, however, Seller's responsibility for expenses related to curing such title defects shall be limited to ten thousand dollars (\$10,000). The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages. Notwithstanding the foregoing, Seller shall not be deemed to be in default for not curing any title defects which would require Seller to expend in excess of the aforementioned expenditure limitation (\$10,000) set forth in this Section 6.1.

6.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

6.3 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the County.

7. **SURVEY.** County shall have the right, within the time period provided in Section 6 for delivery and examination of title, to obtain a current survey of the Real Property

and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

9. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

10. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

10.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida.

10.2 **Closing Date.** The Closing shall take place within fifteen (15) days after expiration of the Inspection Period, or at such earlier date as is mutually agreed upon by the parties.

10.3 **Closing Documents.** County shall be responsible for preparation of all closing documents. County shall submit to Seller copies of the closing documents for review and approval not less than ten (10) days prior to Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:

10.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions.

10.3.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County.

10.3.3 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's

title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

10.3.4 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

10.3.5 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

10.3.6 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated.

10.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

10.5 **County's Obligations.** At Closing, County shall deliver, or cause to be delivered, to Seller the following:

10.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

11.1.2 All costs and premiums for the owner's title insurance commitment and policy.

11.2 Seller shall pay the following expenses at Closing:

11.2.1 Documentary Stamps required to be affixed to the deed of conveyance.

11.2.2 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, subject to the expenditure limitation set forth in Section 6.1 of this Agreement, and to satisfy or release of record all existing mortgages and liens upon the Property.

11.3 The Seller and County shall each pay their own attorney's fees.

12. **PRORATIONS.**

12.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow

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fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

12.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

13. **CONDEMNATION.** In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

14. **REAL ESTATE BROKER.** Seller and County represent to the other that they have not dealt with any broker, salesman, agent, or finder in connection with this transaction.

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. 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:

15.1 County:

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

With a copy to:

County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax 561-355-4398

15.2 Seller:

Betty B. Kiszka, Managing Member
Southpointe Palm, LLC
12 Bahia Drive
Boynton Beach, Florida 33436-5920
Fax _____

With a copy to:

Martin V. Katz, Esquire, Registered Agent
625 North Flagler Drive, 9th Floor
Post Office Box 3888
West Palm Beach, Florida 33402-3888
Fax 561-659-1789

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

16. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

17. **DEFAULT.**

17.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

17.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages.

18. **GOVERNING LAW & VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

19. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

20. **MEMORANDUM OF AGREEMENT.** County shall be entitled to record the Memorandum of Agreement attached hereto as **Exhibit "C"** in the Public Records of Palm Beach County, Florida. In the event that either the County or the Seller exercises its right to terminate this Agreement, the terminating party shall deliver to the non-terminating party a termination of such Memorandum of Agreement within sixty (60) days of such termination.

21. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

22. **INTEGRATION.** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

23. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners on or before June 2, 2009, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

24. **HEADINGS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

25. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

26. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party

based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

28. **SURVIVAL.** The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

29. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

30. **AMENDMENT.** This Agreement may be modified and amended only by written instrument executed by the parties hereto.

31. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

32. **TIME COMPUTATION.** Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

33. **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 testing may be obtained from your County public health unit.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered in the presence of:



Witness Signature

MARTIN J. KATZ

Print Witness Name



Witness Signature

Catherine Steward

Print Witness Name

SELLER

SOUTHPOINTE PALM, LLC,
a Florida limited liability company

By: Betty B. Kiszka
Betty B. Kiszka, Managing Member

(SEAL)

Date of Execution by Seller:

march 30, 2009

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

COUNTY

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

By: _____
John F. Koons, Chairman

APPROVED AS TO TERMS AND
CONDITIONS:

By: Richard E. Walby
Department Director

Date of Execution by County:

_____, 2009

SCHEDULE OF EXHIBITS

- | | | |
|--------------------|---|------------------------------------|
| <u>EXHIBIT "A"</u> | - | LEGAL DESCRIPTION |
| <u>EXHIBIT "B"</u> | - | PERMITTED EXCEPTIONS |
| <u>EXHIBIT "C"</u> | - | MEMORANDUM OF AGREEMENT |
| <u>EXHIBIT "D"</u> | - | DISCLOSURE OF BENEFICIAL INTERESTS |

EXHIBIT "A"

LEGAL DESCRIPTION

That part of Section 31 of Tract 31 of PHILO FARMS, according to the Plat thereof recorded in Plat Book 3, Page 11, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, to wit:

The East one-half of Lots H, I, and J, and the West one-half of Lots R, S, and T, containing three acres more or less, being in Range 42 East, Township 40 South, and in Section 31 as aforesaid.

LESS: A portion of the southwest One-Quarter (SW $\frac{1}{4}$) of Section 31, Township 40 South, Range 42 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 31; thence South $89^{\circ}58'39''$ East, along the South line of said Section 31, a distance of 831.64 feet; thence North $00^{\circ}01'21''$ East, at right angles to the last described course, a distance of 15.00 feet to the Point of Beginning; thence continue North $00^{\circ}01'21''$ East, a Distance of 66.14 feet to a point on the arc of a circular curve concave to the Southwest, having a radius of 2,646.48 feet, a central angle of $05^{\circ}57'53''$, and whose radius point bears South $10^{\circ}56'14''$ West, said curve also being a portion of the proposed Northerly right-of-way line of Indiantown Road as shown on the Indiantown Road right-of-way acquisition maps, sheet 3 of 7; thence Southeasterly along the Arc of said curve, a distance of 275.51 feet to a point of non-tangency whose radius point bears South $16^{\circ}54'07''$ West; thence North $89^{\circ}58'39''$ West, along a line parallel with and 15.00 feet North of as measured at right angles to said South line of Section 31, a distance of 267.32 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida and containing 9,499 square feet, more or less.

EXHIBIT "B"

PERMITTED EXCEPTIONS

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

Prepared By/Return To:
David Kuzmenko, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Property Control Number: 00-42-40-31-01-031-0081

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated _____ (Resolution No. _____) (the "Agreement"), by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401-4791, ("County"), and **SOUTHPOINTE PALM, LLC**, a Florida limited liability company, with an address of 12 Bahia Drive, Boynton Beach, Florida 33436-5920 ("Seller").

WITNESSETH:

WHEREAS, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, Seller has executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

[Signature]
Witness Signature

MARTIN V. KATZ
Print Witness Name

[Signature]
Witness Signature

Catherine Steward
Print Witness Name

SELLER

SOUTHPOINTE PALM, LLC,
a Florida limited liability company

By: Betty B. Kiszka
Betty B. Kiszka, Managing Member

Date of Execution by Seller:

March 30, 2009

(SEAL)

STATE OF FLORIDA

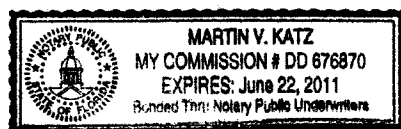
1 SS:

COUNTY OF PALM BEACH

The foregoing Memorandum of Agreement was acknowledged before me this 30th day of MARCH, 2009, by Betty B. Kiszka, the Managing Member of Southpointe Palm, LLC, a Florida limited liability company, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]
Notary Public

Print Notary Name



NOTARY PUBLIC

State of _____ at Large

My Commission Expires: _____

EXHIBIT "A"

(to Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

That part of Section 31 of Tract 31 of PHILO FARMS, according to the Plat thereof recorded in Plat Book 3, Page 11, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, to wit:

The East one-half of Lots H, I, and J, and the West one-half of Lots R, S, and T, containing three acres more or less, being in Range 42 East, Township 40 South, and in Section 31 as aforesaid.

LESS: A portion of the southwest One-Quarter (SW $\frac{1}{4}$) of Section 31, Township 40 South, Range 42 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 31; thence South $89^{\circ}58'39''$ East, along the South line of said Section 31, a distance of 831.64 feet; thence North $00^{\circ}01'21''$ East, at right angles to the last described course, a distance of 15.00 feet to the Point of Beginning; thence continue North $00^{\circ}01'21''$ East, a Distance of 66.14 feet to a point on the arc of a circular curve concave to the Southwest, having a radius of 2,646.48 feet, a central angle of $05^{\circ}57'53''$, and whose radius point bears South $10^{\circ}56'14''$ West, said curve also being a portion of the proposed Northerly right-of-way line of Indiantown Road as shown on the Indiantown Road right-of-way acquisition maps, sheet 3 of 7; thence Southeasterly along the Arc of said curve, a distance of 275.51 feet to a point of non-tangency whose radius point bears South $16^{\circ}54'07''$ West; thence North $89^{\circ}58'39''$ West, along a line parallel with and 15.00 feet North of as measured at right angles to said South line of Section 31, a distance of 267.32 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida and containing 9,499 square feet, more or less.

EXHIBIT "D"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS

**SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Betty B. Kiszka, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member of SOUTHPOINTE PALM, LLC, a Florida limited liability company, (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is 12 Bahia Drive, Boynton Beach, Florida 33436-5920.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

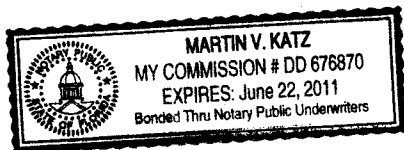
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Betty B. Kiszka, Affiant
Betty B. Kiszka

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The foregoing instrument was sworn to, subscribed and acknowledged before me this 30 day of March, 2009, by Betty B. Kiszka, the Managing Member of Southpointe Palm, LLC, a Florida limited liability company [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.





Notary Public

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"

(to Seller's Disclosure of Beneficial Interests)

PROPERTY

That part of Section 31 of Tract 31 of PHILO FARMS, according to the Plat thereof recorded in Plat Book 3, Page 11, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, to wit:

The East one-half of Lots H, I, and J, and the West one-half of Lots R, S, and T, containing three acres more or less, being in Range 42 East, Township 40 South, and in Section 31 as aforesaid.

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Said lands situate, lying and being in Palm Beach County, Florida and containing 9,499 square feet, more or less.

EXHIBIT "B"

(to Seller's Disclosure of Beneficial Interests)

**SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY**

Seller is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Seller must identify individual owners. If, by way of example, Seller is wholly or partially owned by another entity, such as a corporation, Seller must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Jean K. Sullivan	11913 Dunes Road Boynton Beach, FL 33436	49.5%
Edward F. Kiszka, Jr.	11913 Dunes Road Boynton Beach, FL 33436	49.5%
Betty B. Kiszka	12 Bahia Drive Boynton Beach, FL 33436	1.0%

ATTACHMENT 3

AN APPRAISAL IN A SUMMARY REPORT FORMAT

OF

A 2.73+/- ACRE SITE ZONED AGRICULTURAL RESIDENTIAL
LOCATED ON THE NORTH SIDE OF INDIANTOWN ROAD
EAST OF GULFSTREAM CITRUS ROAD,
IN THE JUPITER AREA OF UNINCORPORATED
PALM BEACH COUNTY, FLORIDA

RECEIVED

AUG 13 2008

PROJECT IDENTIFICATION

CYPRESS CREEK NATURAL AREA-SOUTHPOINTE PALM
KDO # 410 0714080000000001163

PREPARED FOR

MR. JOE GRECO
REAL ESTATE SPECIALIST
PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411-5605

AS OF

AUGUST 11, 2008

PREPARED BY

PARRISH & EDWARDS, INC.
EIN 59-2550770
BRIAN G. EDWARDS, MAI
STATE CERTIFIED GENERAL APPRAISER #RZ1303

RECEIVED
29
OCT 22 2008

PARRISH & EDWARDS, INC.



Main Office:
3418 W. Mallory Blvd.
Jupiter, Florida 33458
PH: (561) 622-9992
FAX: (561) 622-9308

St. Lucie Office:
201 Fernandina Street
Fort Pierce, Florida 34949

August 13, 2008

Mr. Joe Greco
Real Estate Specialist
Palm Beach County
Facilities Development & Operations Department
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

**Re: Project ID- Cypress Creek Natural Area-Southpointe Palm
KDO # 410 0714080000000001163
P&E File No. M08-202**

Dear Mr. Greco:

In accordance with your request, we have made an inspection, analysis, and appraisal in a summary report format of the following:

A 2.73+/- acre parcel located on the north side of Indiantown Road approximately 1,200 feet east of Gulfstream Citrus Road in the Jupiter area of Unincorporated Palm Beach County, Florida.

As a result of our investigation and analysis of the information outlined in the report, we hereby submit that the market value of the Subject Property, on August 11, 2008, is as follows:

THREE HUNDRED THIRTY THOUSAND DOLLARS

\$330,000

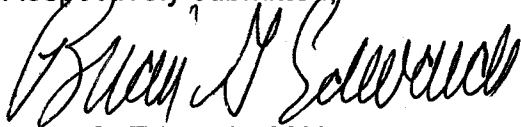
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August 13, 2008

Page 2

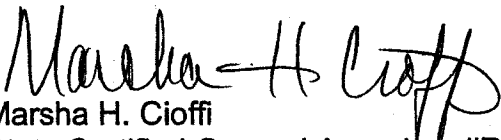
A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained within the body of the report. This letter is made a part of and subject to the Limiting Conditions as set forth in the report herein.

Respectively submitted,



Brian G. Edwards, MAI

State Certified General Appraiser #RZ1303



Marsha H. Cioffi

State Certified General Appraiser #RZ2197

BGE/mhc/ssc

Encl.

SPECIAL LIMITING CONDITIONS

1. Due to the size and topography of the Subject site it was not possible to physically inspect all portions of the Subject site. The inspection of the Subject Property included an analysis of the aerial photographs from REDI, plat maps and a limited inspection of the site.
2. Because of the size, topography, and restricted access for the comparables, only a limited inspection of the sales comparables was possible. We have relied upon conversations with the verifying parties and the REDI aerial photographs in establishing the topography (% wetlands) for the sites.
3. The Palm Beach County Property Appraiser has indicated a total site area of 2.73 acres. A recent survey of the Subject parcel was not available. For appraisal purposes, the indicated acreage in the Palm Beach County Property Appraiser's official website will be utilized. If a recent survey becomes available and differs significantly, our appraisal is subject to review and modification.
4. An environmental assessment for a wetland estimate on the Subject Parcel was not available. There appears to be an old borrow pit on site which is apparent in a 1950's aerial photograph of the site. Discussions with Harper Carroll at Palm Beach County Environmental Resource Management indicated an estimate of approximately $\frac{1}{4}$ of the site is borrow pit. The quality of the wetlands was not indicated, however, portions of the site have been impacted by previous strip mining and agricultural uses. For appraisal purposes, an estimated 25% of the site will be utilized as wetland/borrow pit area. If a recent environmental assessment becomes available and differs significantly, our appraisal is subject to review.
5. For the purpose of this appraisal, it is assumed that the site is free of contamination. Should the property have any significant contamination, our values would be subject to review and modification.

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CERTIFICATION

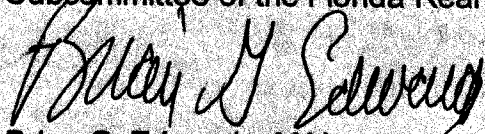
We hereby certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the Subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed and this review report has been prepared, in conformity with the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Brian G. Edwards and Marsha H. Cioffi have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance other than the person(s) signing this report.

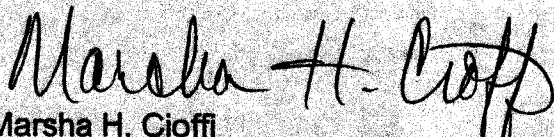
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CERTIFICATION (CONT'D)

11. The Appraisal Institute conducts a program of continuing education for designated members who meet the minimum standards of this program and are awarded periodic educational certification. As of the date of this report, I, Brian G. Edwards have completed the requirements under the continuing education program of the Appraisal Institute.
12. Our analyses, opinions, or conclusions that were developed in this report have been prepared in conformity with the requirements of the State of Florida for the State Certified Appraisers.
13. The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.



Brian G. Edwards, MAI
State Certified General Appraiser #RZ1303



Marsha H. Cioffi
State Certified General Appraiser #RZ2197

34

2009 -

0986

BGEX - 380- 041009*1351

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 4/2/2009	REMAINING BALANCE
<u>Appropriations</u>								
380-3195 Reserves Natural Areas	9909 - Reserves Natural Areas	1,276,494	693,162	0	337,000	356,162	0	356,162
820-3290 Transfers	9367-Transfer to Fund 3654	0	7,917,682	337,000	0	8,254,682		8,254,682
				337,000	337,000			

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Wainwright 4/13/09
Jim Orr 4-28-09

SN 4/24/09

UN
4/22/09

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

May 5, 2009
Deputy Clerk to the
Board of County Commissioners

66
4

2009 -

0987

BGEX - 380 - 041009*1352

BGRV - 380 -041009*383

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Capital Projects Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
						4/22/2009	
REVENUES							
800-9100 Transfers	8033 Transfer from Fund 1226	0	7,917,682	337,000	0	8,254,682	
TOTAL RECEIPTS & BALANCES		0	15,686,307	337,000	0	16,023,307	
EXPENDITURES							
381-E406 Cypress Creek Natural Area	6101 - Land	0	0	337,000	0	337,000	0
TOTAL APPROPRIATIONS & EXPENDITURES		0	15,686,307	337,000	0	16,023,307	337,000

Environmental Resources

Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

Richard E. Walby 4/13/09
John Doe 4-28-09

SN 4/22/09

NO
4/22/09

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

May 5, 2009

Deputy Clerk to the

Board of County Commissioners

96