

Agenda Item #: **3H-11**

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

Meeting Date:	January 12, 2010	<input checked="" type="checkbox"/> Consent	<input 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:


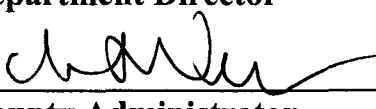
- A) **adopt** a Resolution authorizing the conveyance of the County's interest in a 0.06 acre vacant parcel of County-owned land located on Military Trail north of Atlantic Avenue in unincorporated Palm Beach County to Ruben Jaen and Livia Jaen for \$10,000 with reservation of mineral and petroleum rights, but without rights of entry and exploration; and
- B) **approve** a Deposit Receipt and Contract for Sale and Purchase with Ruben Jaen and Livia Jaen for the sale of 0.06 acres of County surplus property; and
- C) **approve** a County Deed in favor of Ruben Jaen and Livia Jaen.

Summary: The County acquired a 0.06 acre parcel of vacant land in unincorporated Palm Beach County by Tax Deed in April 2004. The parcel is located on Military Trail north of Atlantic Avenue. This property was deemed surplus because it serves no present or future County purpose. The 2009 assessed value of the parcel is \$10,094. Pursuant to Florida Statutes Section 125.35(2), the Board may effect a private sale of the parcel upon a finding that the value of a parcel is \$15,000 or less, as determined by the County property appraiser, and when due to its size, shape, location and value it is of use to only one or more adjacent property owners. In accordance with Florida Statutes Section 125.35(2), notice of the County's intent to sell this parcel was sent to adjacent property owners who were given the opportunity to bid on this parcel. Proposals were received from two (2) adjacent property owners: (i) Ruben and Livia Jaen and (ii) Robert B. Moffie, with proposed purchase prices of \$10,000 and \$1,050, respectively. Staff recommends a finding by the Board that due to the parcel's size, shape, location and value that it is of use to only one or more adjacent property owners, and that the Board convey this parcel to Ruben and Livia Jaen. Staff recommends the sale of this parcel as it will: (i) lessen the County's potential liability and maintenance responsibilities and, (ii) return the parcel to the tax roll. 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 5 (HJF)

Background and Justification: The County acquired title to this property by Tax Deed in April, 2004. A ten percent (10%) deposit in the amount of \$1,000.00 was received from the Jaens, together with an executed Deposit Receipt and Contract for Sale and Purchase with a purchase price of \$10,000. The Jaen's will pay documentary stamps and recording costs, and accept the property in "AS IS" condition. Closing is anticipated to occur within thirty (30) days of Board approval. The Jaen's currently own approximately .31 acres of vacant land abutting the County-owned parcel and are seeking to acquire the County-owned parcel in order to develop medical offices. Currently, the Jaen's are seeking an amendment to the Future Land Use Atlas to change the land use designation from MR5 to Institutional.

Attachments:

1. Location Map / GeoNav location Map
2. Resolution
3. Deposit Receipt and Contract for Sale and Purchase
4. County Deed
5. Florida Statute Section 125.35 and 270.11

Recommended By:	 Department Director	12/11/09 Date
Approved By:	 County Administrator	12/9/09 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$10,000)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Will be recorded in the following account:

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

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

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 12-21-09
OFMB 88 12/17/09
mm
12-17-09

[Signature] 12/21/09
Contract Development and Control

B. Legal Sufficiency:

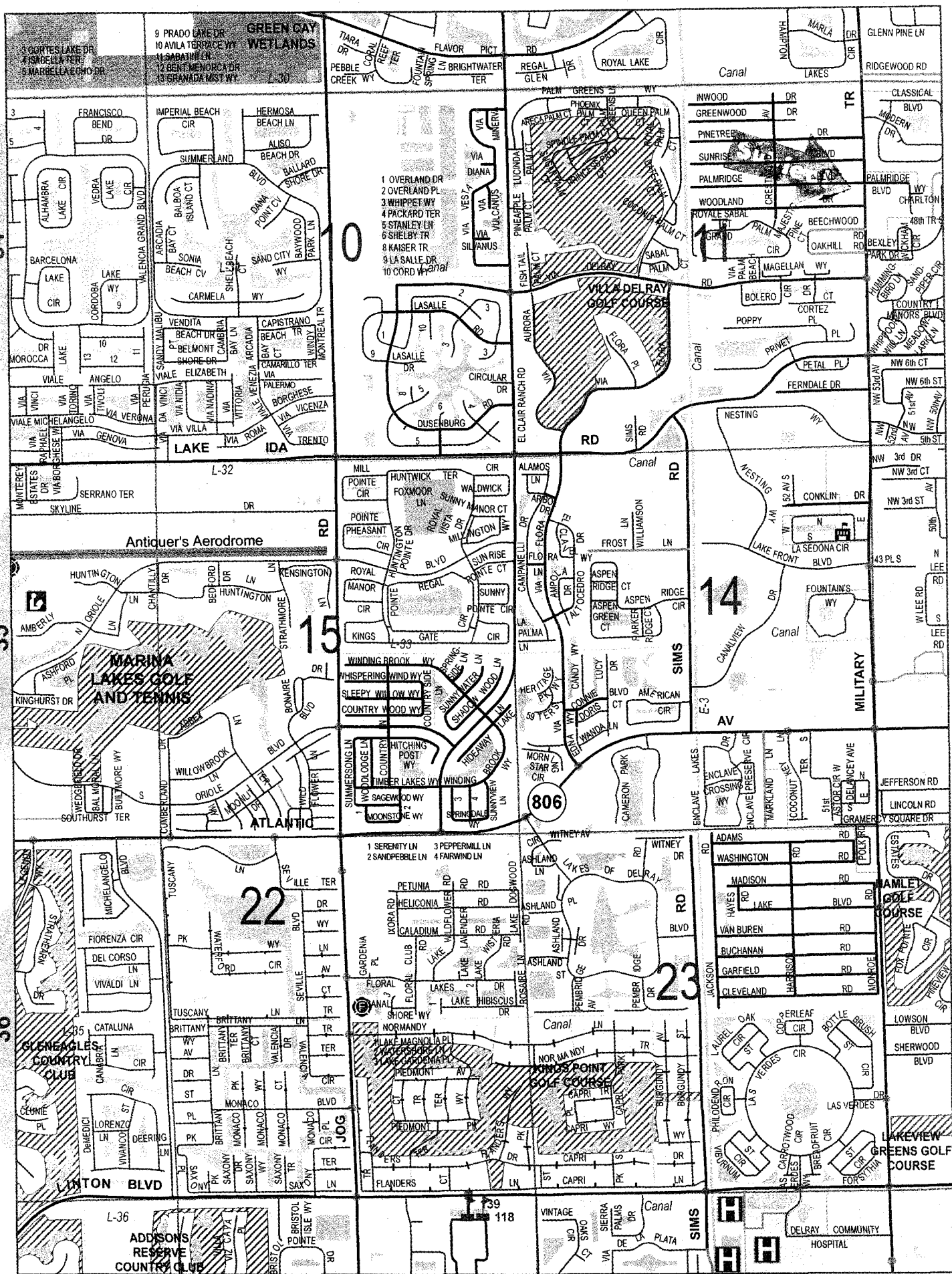
**This item complies with current
County policies.**

[Signature] 12/23/09
Assistant County Attorney

C. Other Department Review:

Department Director

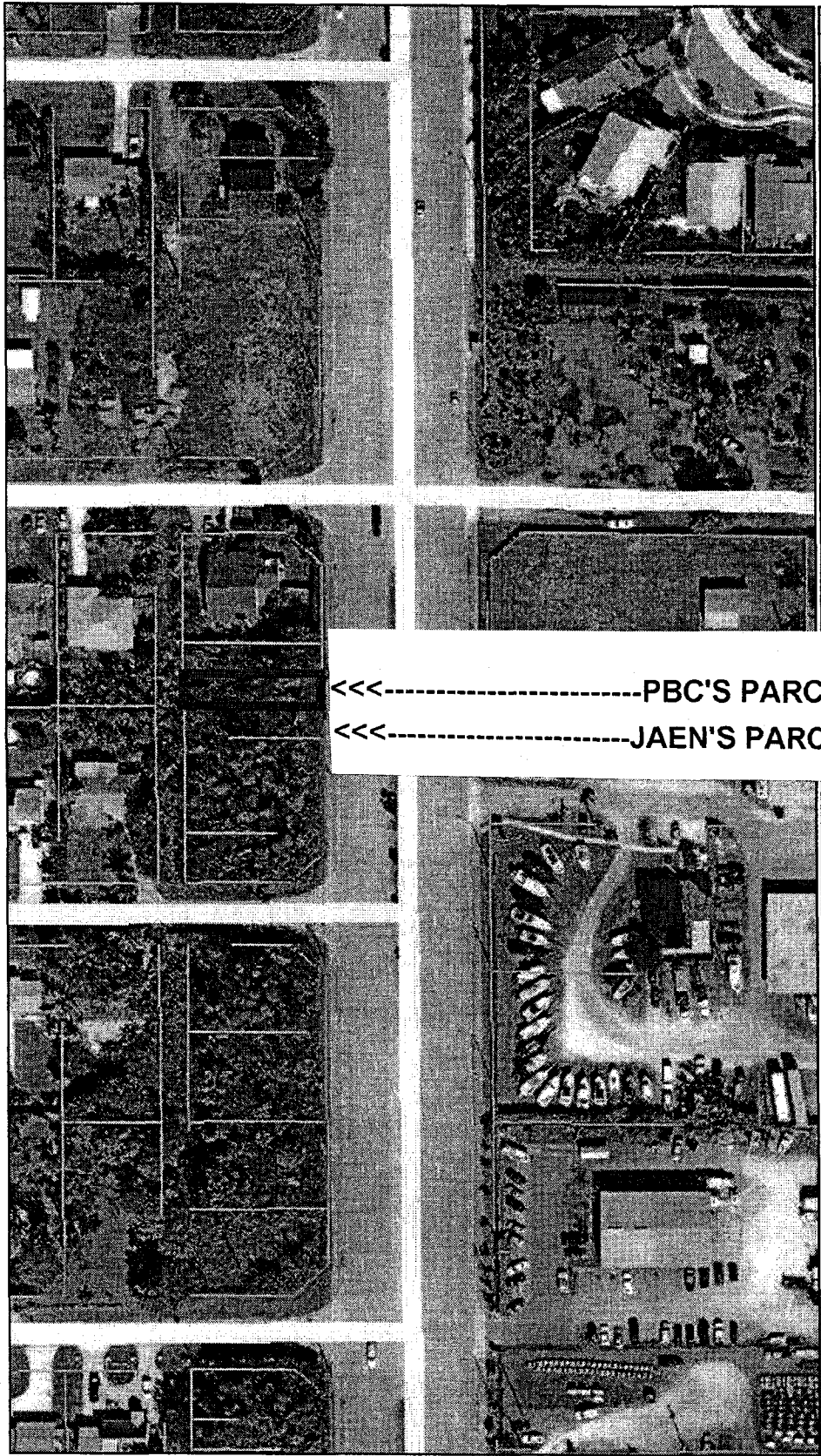
This summary is not to be used as a basis for payment.



LOCATION MAP

ATTACHMENT # 1

Handwritten signature or mark.



Property Details	
Owner Information	
PCN: 00424611020000300	
View Property Details	
Name: PALM BEACH COUNTY	
Location: MILITARY TRL	
Mailing: 2633 VISTA PKWY	
WEST PALM BEACH, FL	
33411 5613	
Appraisal Value	
Market Value:	\$10,094
Assessed Value:	\$10,094
Exempt Amnt:	\$10,094
Taxable:	\$0
Tax Value	
Ad Valorem:	\$0.00
Non ad valorem:	\$0.00
Total:	\$0.00
Sales Info	
Sale Date	Sale Price
04/22/2004	\$2,069
01/01/1992	\$100
04/01/1987	\$100
01/01/1987	\$60,000
06/01/1984	\$60,000

<<<-----PBC'S PARCEL
<<<-----JAEN'S PARCEL

produced by: papagis



Palm Beach County

Property Appraiser

Gary R Nikolits, CFA



RESOLUTION NO. 20__

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO RUBEN D. JAEN AND LIVIA JAEN, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County owns a surplus parcel of real property containing 0.06 +/- acres located on Military Trail north of Atlantic Avenue in unincorporated Palm Beach County;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the value of such property is TEN THOUSAND AND NINETY FOUR DOLLARS AND NO/100 (\$10,094.00), as determined by the Palm Beach County Property Appraiser;

WHEREAS, the Board of County Commissioners hereby finds that such property is of use only to the adjacent property owners due to its size, shape, location and value;

WHEREAS, the County sent notice of its intent to sell such parcel to owners of adjacent property by certified mail and received notice from both: (i) Ruben D. Jaen and Livia Jaen and (ii) Robert B. Moffie of their desire to purchase such property;

WHEREAS, Ruben D. Jaen and Livia Jaen proposed the highest purchase price for such parcel;

WHEREAS, the Board desires to affect a private sale of such property to Ruben Jaen and Livia Jaen pursuant to Florida Statute Section 125.35(2);

WHEREAS, pursuant to Florida Statute Section 270.11, Ruben D. Jaen and Livia Jaen have 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 Ruben D. Jaen and Livia Jaen, for Ten Thousand and NO/100 Dollars (\$10,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase 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 BURT AARONSON, CHAIR
COMMISSIONER KAREN T. MARCUS, VICE CHAIR
COMMISSIONER JOHN F. KOONS
COMMISSIONER SHELLEY VANA
COMMISSIONER STEVEN L. ABRAMS
COMMISSIONER JESS R. SANTAMARIA
COMMISSIONER PRISCILLA A. TAYLOR

The Chair thereupon declared the resolution duly passed and adopted this
____ day of _____, 20__.

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: Ret Anthony Wolf
Department Director

G:\PROPERTY MGMT SECTION\DISPOSITIONS\DELRAY GARDEN MIL TR\RESO-125.35(2)-11.16.09 HJF APPVD
112009.DOCX

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

BUYER: Ruben D. Jaen and Livia Jaen

ADDRESS: 7100 NE 7th Ave.
Boca Raton, FL 33487-2412

(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

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 Dollars 00/100 (\$10,000.00) 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 Dollars 00/100 (\$1,000.00) 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 Dollars 00/100 (\$9,000.00) 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 Seller may suffer if Buyer 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, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

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. CONTINGENCIES: Buyer's obligation to purchase the Property pursuant to the terms of this Agreement is contingent upon the occurrence or satisfaction, as applicable, of the matters listed in Exhibit "D" attached hereto.

20. 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:

BUYER:

x [Signature]
(Witness)

By: [Signature]
Ruben D. Jaen

x CHERYL PHEN
(Print name)

(Witness)

(Print name)

By: [Signature]
Livia Jaen

[Signature]
(Witness)

Maria Merina
(Print name)

(Witness)

(Print name)

Attest:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

SELLER:

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

By: _____
Burt Aaronson, Chair

APPROVED AS TO TERMS
AND CONDITIONS

By: Rett Army Wolf
Department Director

G:\PROPERTY MGMT SECTION\DISPOSITIONS\DELRAY GARDEN MIL TRS&P\JAEN.001.HF APP.092909.DOC

EXHIBIT "A"

LEGAL DESCRIPTION

**DELRAY GARDEN EST REPL OF PL 1 LT 30
(LESS E 10 FT MILITARY TRAIL RD R/W)**

EXHIBIT "B"

PREPARED BY AND RETURN TO:

PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-46-11-02-000-0300

Closing Date: _____

Purchase Price: _____

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 _____, whose legal mailing address is _____, " _____ " .

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by _____, the receipt whereof is hereby acknowledged, has granted, bargained and sold to _____, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

DELRAY GARDEN EST REPL OF PL 1 LT 30 (LESS E 10 FT MILITARY TRAIL RD R/W). THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 6532 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 16848, PAGE 0394, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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 Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

G:\PREM\Standard Documents\County Deed convey via taxdeed (011209).docx

EXHIBIT "C"

AS-IS ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____, 200__ by Ruben D. Jaen and Livia Jaen ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

W I T N E S S E T H:

WHEREAS, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated _____, 200__. (Resolution No. R-_____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of Ten Thousand Dollars 00/100 (\$10,000.00), .06 acre(s) of surplus land in unincorporated Delray Beach, Florida, located in Section 11, Township 46, Range 42, 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.


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.

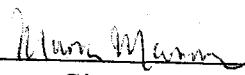
4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

IN WITNESS WHEREOF, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

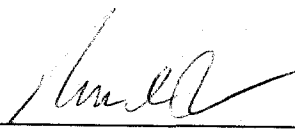
Signed, sealed and delivered
in the presence of:


Witness Signature

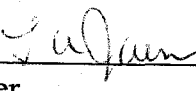
CHERYL PHÉN
Print Name


Witness Signature

Maria Marinan
Print Name

By: 
Buyer

Ruben Jaen
Print Name

By: 
Buyer

Livin Jaen
Print Name

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

PCN: 00-42-46-11-02-000-0300
Closing Date: _____
Purchase Price: \$10,000.00

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 Ruben D. Jaen and Livia Jaen, husband and wife, whose legal mailing address is 7100 NE 7th Avenue, Boca Raton, Florida 33411-5605.

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by Ruben D. Jaen and Livia Jaen, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Ruben D. Jaen and Livia Jaen, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

DELRAY GARDEN EST REPL OF PL 1 LT 30 (LESS E 10 FT MILITARY TRAIL RD R/W). THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 6532 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 16848, PAGE 0394, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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 Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

EXHIBIT "A"
To AS-IS Acknowledgment

LEGAL DESCRIPTION

**DELRAY GARDEN EST REPL OF PL 1 LT 30
(LESS E 10 FT MILITARY TRAIL RD R/W)**

EXHIBIT "D"

CONTINGENCIES

(If no contingencies, state "None")

None

2/1 2/1

Select Year: 2009 Go

The 2009 Florida Statutes

Title XI	Chapter 125	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	COUNTY GOVERNMENT	

125.35 County authorized to sell real and personal property and to lease real property.--

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding the provisions of paragraph (a), the board of county commissioners is expressly authorized to:

1. Negotiate the lease of an airport or seaport facility;
2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or
3. Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 or s. 212.20;

under such terms and conditions as negotiated by the board.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the

board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

(a) Establishment of competition and qualification standards upon which disposition will be determined.

(b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.

(c) Identification of the form and manner by which an interested person may acquire county property.

(d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.

(e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.

(f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

History.--s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402.

Select Year:

2009

Go

The 2009 Florida Statutes

Title XVIII	Chapter 270	View Entire Chapter
PUBLIC LANDS AND PROPERTY	PUBLIC LANDS	

270.11 Contracts for sale of public lands to reserve certain mineral rights; prohibition on exercise of right of entry in certain cases.--

(1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths 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 interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

(2)(a) The Board of Trustees of the Internal Improvement Trust Fund may, in its discretion, sell or release any reserved interest or any portion thereof in or as to any particular parcel of land, and the State Board of Education may sell or release any such interest or any portion thereof which was reserved for said board pursuant to this section prior to September 1, 1967. Such sale or release shall be made on application of the owner of the title to the particular parcel of land with statement of reason justifying such sale or release.

(b) The right of entry in respect to any interest in phosphate, minerals, and metals or any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund or the State Board of Education is hereby released as to any parcel of property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.

(3) A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release.

(4) Any state agency, except a water management district, which receives royalties for parcels shall remit any such moneys into the General Revenue Fund, unless otherwise provided by law.

History.--ss. 1, 2, ch. 6159, 1911; RGS 1226; CGL 1771; s. 1095, ch. 19355, 1939; CGL 1940 Supp. 892(414); s. 1, ch. 26849, 1951; s. 1, ch. 59-220; s. 2, ch. 61-119; ss. 27, 35, ch. 69-106; s. 76, ch. 71-355; s. 1, ch. 86-205; s. 1, ch. 86-257; s. 9, ch. 2001-256.