Agenda Item #: 3-C-10

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

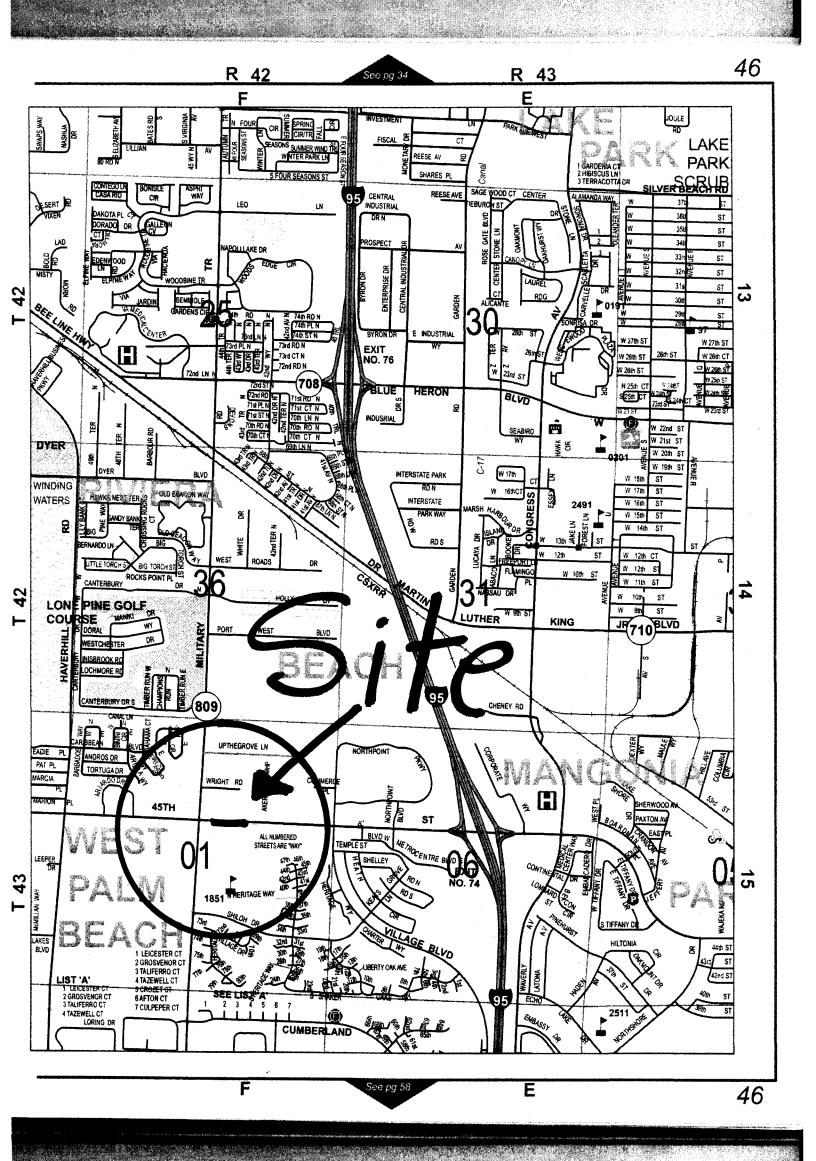
AGLNDA	EM SUMMARY
Meeting Date: May 4, 2010	{X} Consent { } Regular { } Workshop { } Public Hearing
Department: Submitted By: Engineering and Public Submitted For: Right-of-Way Acquisitio	Worke
I. <u>EXECU</u>	TIVE BRIEF
Motion and Title: Staff recommends mot	ion to approve:
A) An Agreement for Sale and Purchase Beach County (School Board); and	(Agreement) with the School District of Palm
B) A County Deed in favor of the School Be	pard, to be held in escrow until closing.
SUMMARY: Approval of this item will allow Beach County (County) owned property not Beach Lakes High School, reserving dra Approval of this item will also allow a Court held in escrow until closing. The agreed purely	v an Agreement for the sale of certain Palm ear 45 <sup>th</sup> Street and Military Trail at the Palm ainage easement and maintenance rights. Ity Deed, in favor of the School Board, to be urchase price is \$25,869.83. The monies will bunty to the School Board as per the terms
District 7 (PK)	
property lying north of the drainage area.  property, the School Board is proposing to a	by purchased property for drainage purposes cool. The School Board has since purchased In order to have access to the additional purchase a portion of the drainage area. The naintenance rights within the area conveyed.
Attachments:  1. Location Map 2. Agreement with Exhibits "A" and "B" (4) 3. County Deed with Exhibit "A"	\$) 
	<del>-</del>
Recommended By: Division I	li A. Feynundez 4-2-10
	Director Date
Approved By:	4/7/10
KAT  F:R_O_WBD ITEMS45TH STREET AGREE WITH SCHOOL AND CO. DEED BA.doo:	

II. <u>FISCAL IMPACT ANALYSIS</u>
A. Five Year Summary of Fiscal Impact:
Fiscal Years 2010 2011 2012 2013 2014 Capital Expenditures \$ -0-
# ADDITIONAL FTE POSITIONS (Cumulative)
Is Item Included in Current Budget? Yes No  Budget Acct No.: Fund Dept Unit Object  Program
B. Recommended Sources of Funds/Summary of Fiscal Impact:
This item has no fiscal impact. The purchase price will be applied to a balance owed by the County for previously purchased property from the School District.
C. Departmental Fiscal Review:
III. REVIEW COMMENTS
A. OFMB Fiscal and/or Contract Dev. and Control Comments:  OFMB (13/2010 Contract Dev. and Control Eyones 4/14/17)  B. Approved as to Form
and Legal Sufficiency:
Assistant County Attorney
C. Other Department Review:
Department Director

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

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# Location Map



### **AGREEEMENT FOR SALE AND PURCHASE**

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made and entered into February 17, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Seller" or "County") and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "Buyer" or "School Board").

1. <u>AGREEMENT TO SELL</u>: 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, except for that reservation of easements as stated in Exhibit "B" attached hereto and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

### SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

- 2. <u>PURCHASE PRICE</u>: The purchase price of the Property shall be twenty-five thousand eight hundred sixty-nine dollars and 83/100 Dollars (\$25,869.83) for the Property, which constitutes 0.79 acres of land.
- 3. <u>CLOSING</u>: This Agreement shall be closed and the deed delivered within 60 days of the Effective Date of this Agreement. The following are additional details of closing:
- A. <u>Time and Place</u>: 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. <u>Conveyance</u>: 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 without 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 mineral and petroleum rights pursuant to Florida Statutes, Section 270.11. Seller hereby finds that conveyance without such rights is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Property. Seller shall reserve in the County Deed an easement over, across and through the Property for construction, operation, maintenance and repair of drainage improvements.
- C. <u>Payment of Purchase Price</u>: On the Closing date, Buyer shall pay the total amount of the Purchase Price of the Property, , subject to any adjustments, credits, and prorations as herein provided, by offseting the sums due under this Agreement against the balance owing from Seller to Buyer under that certain Agreement between Seller and Buyer dated September 21, 1993, and approved by the Board of County Commissioners under Resolution No. R93-1188D.

The obligations set forth in this Section shall survive closing.

D. <u>Expenses</u>: The Buyer shall pay all costs of closing, and any other costs associated with this sale.

- 4. <u>REAL ESTATE TAXES</u>, <u>EASEMENTS</u>, <u>RESTRICTIONS AND ENCUMBRANCES</u>: 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. "AS IS" CONDITION: The Buyer acknowledges that it 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.

Buyer further agrees to maintain, in perpetuity, all improvements within the property, which shall include, but not be limited to all existing drainage facilities.

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.

- 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. <u>RISK OF LOSS</u>: 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. <u>DEFAULT</u>: If the Buyer fails to perform any covenants or obligation of this Agreement, Seller shall have the right to bring an action against Buyer for Specific Performance. If Seller fails to perform any covenants or obligation of this Agreement, Buyer shall have the right to bring an action for Specific Performance. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.
- 8. <u>SUCCESSORS</u>: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, its 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. <u>ASSIGNMENT</u>: 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.

- 10. <u>TIME OF THE ESSENCE</u>: Time is of the essence in the performance of this Agreement.
- 11. <u>AMENDMENTS</u>: 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.
- 12. <u>SURVIVAL</u>: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.
- 13. <u>BROKERS & COMMISSIONS</u>: Each party shall be solely responsible to pay any real estate commissions or finders fees contracted for by that party. Each party shall indemnify and hold the other party harmless from any and all such claims, whether disclosed or undisclosed.
- 14. <u>NOTICES</u>: 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.
- 15. <u>CHOICE OF LAW AND CONSTRUCTION</u>: 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.

- 16. <u>HEADINGS</u>: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.
- 17. <u>EFFECTIVE DATE OF AGREEMENT</u>: 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.
- 18. Buyer understands that Seller reserves an easement for drainage purposes over, across, under and through the property, and Buyer agrees to be responsible for any removal, relocation, and/or replacement of any and all items or improvements that may interfere with Sellers's use of said easement as described herein. All costs associated with the aforementioned removal, relocation, and/or replacement of items or improvements shall be Buyer's responsibility. All removal, relocation and/or replacement shall be completed within sixty (60) days after written notice is given by Seller. Said sixty (60) days can be extended as necessary and agreed to by the parties.
- IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

	BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida  By: Monroe Benaim, M.D. Chairman
APPROVED AS TO FORM:  Blue was 2/18/10 School Board Attorney	By:
ATTEST:	SELLER:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:By:Burt Aaronson, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS

**BUYER:** 

THE SCHOOL BOARD OF PALM

By: Department Director

Assistant County Attorney

Courte

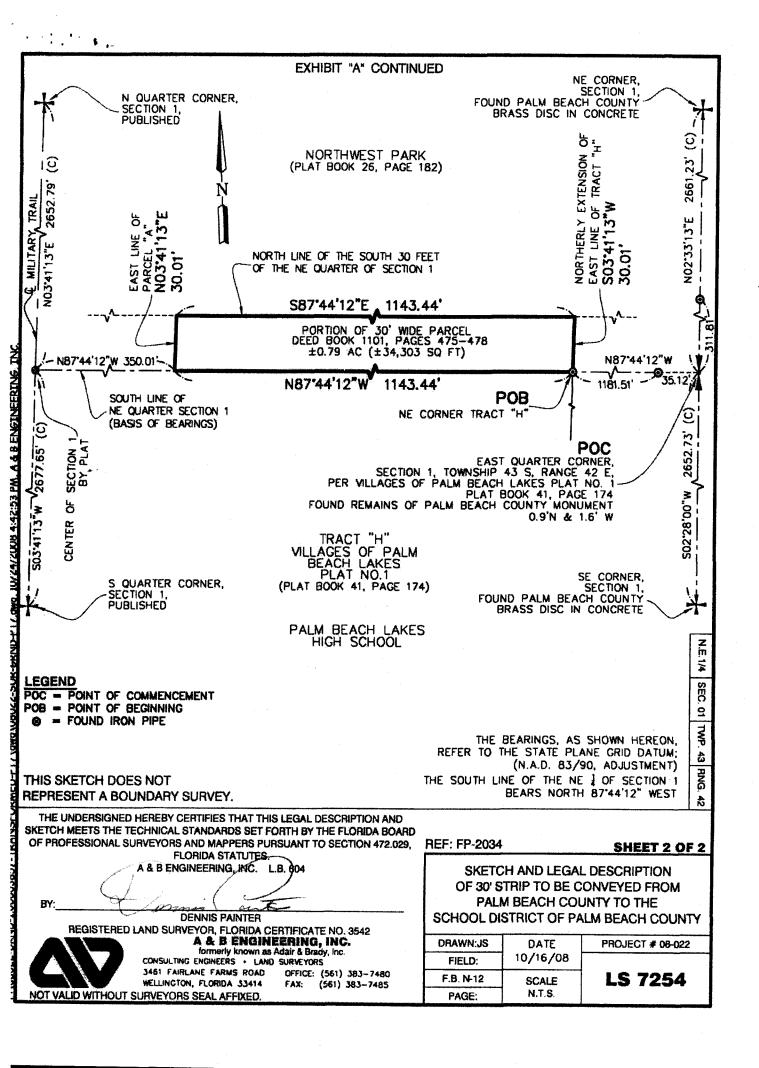
#### EXHIBIT "A"

## LEGAL DESCRIPTION PARCEL 1

BEING A PORTION OF THAT 30-FOOT WIDE STRIP DESCRIBED AS THE SOUTH 30 FEET OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AS RECORDED IN DEED BOOK 1101, PAGES 475 THROUGH 478, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AS SHOWN ON THE VILLAGES OF PALM BEACH LAKES PLAT NO. 1, AS RECORDED IN PLAT BOOK 41, PAGE 174, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°44'12" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, (BASIS OF STATE PLANE GRID BEARING DATUM), 35.12 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 87°44'12" WEST ALONG SAID SOUTH LINE, 1181.51 FEET TO THE NORTHEAST CORNER OF TRACT "H", VILLAGES OF PALM BEACH LAKES PLAT NO. 1, SAID CORNER BEING MARKED BY AN IRON PIPE AND BEING THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE PARCEL DESCRIBED HEREIN; THENCE CONTINUE NORTH 87°44'12" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF PARCEL "H", 1143.44 FEET TO THE EAST LINE OF PARCEL "A", NORTHWEST PARK, AS RECORDED IN PLAT BOOK 26, PAGE 182, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; THENCE NORTH 03°41'13" EAST ALONG THE EAST LINE OF PARCEL "A", 30.01' TO THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 87°44'12" EAST ALONG SAID NORTH LINE, 1143.44 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "H"; THENCE SOUTH 03°41'13" WEST ALONG SAID EXTENSION, 30.01 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2 LS-7254



Exhibit"B"

**RETURN TO:** 

**PALM BEACH COUNTY** 

NAME: R/W ACQUISITION SECTION

**POST OFFICE BOX 21229** 

ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: KAT CHOPIN
ACCT. NO.: 1010 W/C BOX 1066

COUNTY DEED
THIS DEED, made this by PALM BEACH COUNTY a political subdivision of the State of Florida, party of the first part, and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida, party of the second part, whose mailing address is 3661 Interstate Park Road North, Suite 200, Riviera Beach, Florida, 33404.
WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the parties of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the parties of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County Florida:
Property more particularly described In Exhibit "A", attached hereto and made a part hereof.
The party of the first part hereby reserves an easement over, across and through the property for construction, operation, maintenance and repair of drainage improvements.
The party of the second part agrees to be responsible for any removal, relocation and/or replacement of any and all items or improvements that may interfere with the party of the first part's use of the reserved easement. All costs associated with the aforementioned removal, relocation and/or replacement shall be the party of the second part's responsibility. All removal, relocation and/or replacement shall be completed within sixty (60) days after written notice is given by the party of the first part. Said sixty (60) days can be extended as necessary and agreed by the parties.
The party of the first part and the party of the second part agree that the property is transferred in "as is condition".
The party of the second part further agrees to maintain, in perpetuity, all improvements within the property, which shall include, but not be limited to all existing drainage facilities. The party of the first part reserves the right, but not the obligation to maintain the drainage facilities, and the party of the first part shall have, in such events, reasonable access to the property.
IN WITNESS WHEREOF the said party of the first part 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, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:BY:BY:

This instrument prepared by:

West Palm Beach, FL 33416

Palm Beach County P.O. Box 21229

Paul King, Assistant County Attorney

271-LGL Rev. 1/11/10

APPROVED AS TO FORM AND

**LEGAL SUFFICIENCY** 

County Attorney

**RETURN TO:** 

**PALM BEACH COUNTY** NAME: R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: KAT CHOPIN

ACCT. NO.: 1010 W/C BOX 1066

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WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the parties of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the parties of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:
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IN WITNESS WHEREOF the said party of the first part 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, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:BY:BY:
Sierk (or Deputy Clerk) Burt Aaronson, Chair

This instrument prepared by:

West Palm Beach, FL 33416

Palm Beach County P.O. Box 21229

Paul King, Assistant County Attorney

271-LGL Rev. 1/11/10

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY

County Attorney

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SHEET 1 OF 2 LS-7254

