

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 8, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> 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 Termination of Easement, which terminates a 0.99 acre Conservation Easement at the Whiteside Industrial Park based on receipt of a cash buy-out equivalent to the value of the native upland preserve.

Summary: The Whiteside Group, Inc. currently owns a 0.99 acre Conservation Easement within the Whiteside Industrial Park that was executed as a permit condition under Article 14.C, Vegetation Protection and Preservation, of the Unified Land Development Code (ULDC), (Vegetation Permit No. V-290-01). The Whiteside Group, Inc. requests to terminate the existing Conservation Easement and has provided a cash payment of \$85,000 to the County which is the cash buy out equivalent to the value of the native upland preserve based upon the submitted January 10, 2009 appraisal, in lieu of retaining the upland preserve. The ULDC, Article 14.C allows for a native upland preserve buyout option. The Whiteside Group has chosen to exercise this option. Upon approval by the Board of County Commissioners (BCC), the payment will be recorded in the Natural Areas Fund for the acquisition and maintenance of natural areas. District 6 (SF)

Background and Justification: On January 4, 2002, the Whiteside Group, Inc.'s, predecessor in title, Pike Investment, LLC, executed and recorded a Conservation Easement on 0.99 acres of property as a requirement of its vegetation removal permit pursuant to Article 14. C., Vegetation Protection and Preservation, ULDC.

(Continued on page 3)

Attachments:

- 1. Termination of Easement
- 2. Conservation Easement
- 3. Preserve Appraisal
- 4. Receipt from Buy-out

Recommended by: <u>Richard E. Walsley</u>	<u>5/4/10</u>
Department Director	Date
Approved by: <u>[Signature]</u>	<u>5/4/10</u>
County Administrator	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	<85,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<85,000>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No **X**

Budget Account No.:Fund	Department	Unit	Object
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Reporting Category_____

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

Buyout Option, ULDC, Article 14.C

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

OFMB
5/7/10

Mr. J. Jacob (5120) 110
Contract Development and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification: (Continued from page 1) On May 25, 2004, in that Warranty Deed recorded in the Records of Palm Beach County, Florida at Book 17027 and Page 209, the Whiteside Group, Inc., purchased property from Pike Investments, LLC, which included the Conservation Easement. At this point, the upland preserve, which was originally located along a common border of two properties, is now centrally located entirely within an industrial development known as the Whiteside Industrial Park. The Whiteside Group chooses to exercise the option found in ULDC Chapter 14.C.11.C.2.a, the Vegetation Preservation and Protection Code, that permits a cash buy out at a currently appraised value of \$85,000 in return for the termination of the Conservation easement pursuant to provisions of ULDC Chapter 14.C. The payment was provided on April 6, 2010.

Attachment 1

This instrument prepared by:
BLAKE M. HARMON, ESQ.
Patterson & Harmon, P.A.
4701 North Federal Highway
Suite 480, Box A-6
Pompano Beach, Florida 33064

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT is executed this ____ day of _____, 2010, by **PALM BEACH COUNTY, a political subdivision of the State of Florida** (the "County"), whose mailing address is _____, and **THE WHITESIDE GROUP, INC., a Florida corporation** ("Whiteside"), whose mailing address is 8470 Belvedere Road, West Palm Beach, Florida 33411.

WHEREAS, on or about January 4, 2002, Pike Investments, LLC, a Florida limited liability company, granted to the County, in accordance with Section 704.06, Florida Statutes, a Conservation Easement in and over certain real property situate in Palm Beach County, Florida, as more particularly described on Exhibit "A" attached hereto (the "Property"), as created by instrument recorded January 4, 2002 in Official Record Book 13275, Page 1273 of the Public Records of Palm Beach County, Florida (the "Easement"); and

WHEREAS, Whiteside is the current fee simple owner of the Property; and

WHEREAS, at the request of Whiteside, the County has agreed to terminate the aforesaid Easement and to forever release the Property from said Easement.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Whiteside hereby agree that the Property is hereby forever released from the Easement which is hereby terminated.

IN WITNESS WHEREOF, the County and Whiteside have executed this Termination of Easement on the day and year first indicated hereinabove.

ATTEST:
SHARON BOCK, Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
BURT AARONSON, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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Signed, sealed and delivered
in the presence of:

Kelly Hecker
Printed Name: Kelly Hecker
Queen Britow
Printed Name QUEEN BRISTOW

THE WHITESIDE GROUP, INC., a Florida corporation

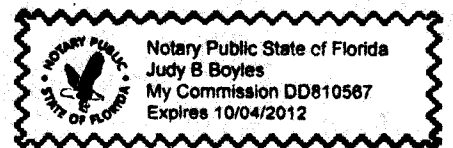
By: Darrell Whiteside Vice Pres.
DARRELL WHITESIDE, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of December, 2008, by
DARRELL WHITESIDE, as Vice President of THE WHITESIDE GROUP, INC., a Florida
corporation.

Judy B. Boyle (SEAL)
Notary Public
My Commission Expires:

Personally known ✓ OR
Produced Identification _____
Type of Identification Produced:



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EXHIBIT "A"
CONSERVATION EASEMENT
LEGAL DESCRIPTION

Tract 11, Block 6, less the West 5 acres thereof, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof as recorded in Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida. Said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of Section 30, Township 43 South, Range 42 East; thence South $46^{\circ}23'46''$ East a distance of 8767.35 feet to a point of Intersection of the centerline of Pike Road and the North line of Block 6, "PALM BEACH FARMS COMPANY PLAT NO. 3"; thence along the centerline of Pike Road South $00^{\circ}58'35''$ East, a distance of 659.98 feet to an intersection with the Westerly prolongation of the North line of Tract 10, Block 6, "PALM BEACH FARMS COMPANY PLAT NO. 3"; thence departing said centerline of Pike Road North $88^{\circ}58'34''$ East along the aforementioned North line of Tract 10 and its Westerly prolongation, a distance of 675.20 feet to the Northwest corner of Tract 11, Block 6, "PALM BEACH FARMS COMPANY PLAT NO. 3"; thence continue North $88^{\circ}58'34''$ East along the North line of Tract 11, Block 6, "PALM BEACH FARMS COMPANY PLAT NO. 3" for a distance of 330.11 feet to the Northeast corner of the parent tract of this easement parcel said parent tract being the East 10 acres of Tract 11; thence continue North $88^{\circ}58'34''$ East along the North line of said Tract 11, a distance of 330.09 feet; thence South $01^{\circ}01'28''$ East a distance of 85.29 feet to a point on a non-tangent curve being concave to the Southwest having a radius of 57.77 feet and a radial line which bears South $0^{\circ}46'22''$ West said point being the POINT OF BEGINNING; thence continuing Easterly, Southeasterly and Southerly along said curve through a central angle of $24^{\circ}36'22''$ for an arc distance of 125.64 feet to a point of reverse curvature with a curve being concave to the East having a radius of 48.85 feet; thence continuing Southerly along said curve through a central angle of $97^{\circ}53'30''$ for an arc distance of 83.46 feet to a point of reverse curvature with a curve being concave to the Southwest having a radius of 59.10 feet; thence continuing Southeasterly along said curve through a central angle of $41^{\circ}42'59''$ for an arc distance of 43.03 feet to a point of compound curvature with a curve being concave to the Northwest having a radius of 91.31 feet; thence continuing Southerly, Southwesterly and Westerly along said curve through a central angle of $134^{\circ}45'39''$ for an arc distance of 214.76 feet to a point of compound curvature with a curve being concave to the Northeast having a radius of 52.50 feet; thence continuing Northwesterly and Northerly along said curve through a central angle of $125^{\circ}27'54''$ for an arc distance of 114.96 feet to a point of reverse curvature with a curve being concave to the West having a radius of 17.52 feet; thence continuing Northerly and Northwesterly along said curve through a central angle of $136^{\circ}42'38''$ for an arc distance of 41.80 feet to a point of reverse curvature with a curve being concave to the East having a radius of 80.00 feet; thence continuing northwesterly and northerly along said curve through a central angle of $114^{\circ}57'20''$ for an arc distance of 160.51 feet to a point of compound curvature with a curve being concave to the southeast having a radius of 200.68 feet; thence continuing northeasterly along said curve through a central angle of $28^{\circ}18'40''$ for an arc distance of 99.16 feet to a point of compound curvature with a curve being concave to the south having a radius of 57.77 feet; thence continuing easterly along said curve through a central angle of $32^{\circ}25'19''$ for an arc distance of 32.69 feet to the POINT OF BEGINNING.

Containing 0.99 acres, more or less.

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Attachment 2

Pike Investments, LLC
7227 7th Pl. North
West Palm Beach, FL
33411

01/04/2002 14:01:23 20020005071
OR BK 13275 PG 1273
Palm Beach County, Florida

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Pike Investments, LLC ("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas with the exception of those passive recreational activities as may be defined in the Preserve Management Plan as approved by the County which is attached and incorporated herein as Exhibit B; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural

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vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in the approved Property, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 27th day of Jan, 2002.

Signed, sealed, and delivered in our presence of:

Sandra L. Lynch
WITNESS

George Spaulding
WITNESS

GRANTOR:

BY: [Signature]

Title: Operating Manager

Authorized Representative
Pike Investments, LLC

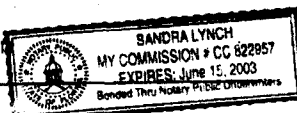
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 27th day of Jan, 2002 (date), by George Spaulding (name of officer or agent), of Pike Investments, LLC (name of corporation), a LLC (State or place of incorporation) corporation, on behalf of the corporation s/he is personally known to me, produced a valid driver's license and (did/did not) take an oath.

(Seal)

Sandra L. Lynch
Notary Public
State of Florida

My Commission Expires: _____



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CONSERVATION EASEMENT SHEET 1 OF 2 - LEGAL DESCRIPTION

LEGAL DESCRIPTION

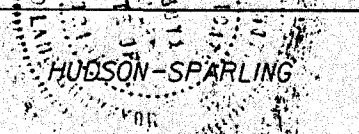
Tract 11, Block 6, less the west 5 acres thereof, "Palm Beach Farms Company Plat No. 3", according to the plat thereof as recorded in Plat Book 2, Page 45 of the public records of Palm Beach County, Florida. Said parcel being more particularly described as follows:

COMMENCING at the northeast corner of Section 30, Township 43 south, Range 42 east; thence south 46°23'46" east, a distance of 8767.35 feet to a point of intersection of the centerline of Pike Road and the north line of Block 6, "Palm Beach Farms Company Plat No. 3"; thence along the centerline of Pike Road south 00°58'35" east, a distance of 659.98 feet to an intersection with the westerly prolongation of the north line of Tract 10, Block 6, "Palm Beach Farms Company Plat No. 3"; thence departing said center line of Pike Road north 88°58'34" east along the aforementioned north line of Tract 10 and its westerly prolongation, a distance of 675.20 feet to the northwest corner of Tract 11, Block 6, "Palm Beach Farms Company Plat No. 3"; thence continue north 88°58'34" east along the north line of Tract 11, Block 6, "Palm Beach Farms Company Plat No. 3" for a distance of 330.11 feet to the northeast corner of the parent tract of this easement parcel said parent tract being the East 10 acres of Tract 11; thence continue north 88°58'34" east along the north line of said Tract 11, a distance of 330.09 feet; thence South 01°01'28" East a distance of 85.29 feet to a point on a non-tangent curve being concave to the southwest having a radius of 57.77 feet and a radial line which bears south 0°46'22" west said point being the POINT OF BEGINNING; thence continuing easterly, southeasterly and southerly along said curve through a central angle of 174°36'22" for an arc distance of 125.64 feet to a point of reverse curvature with a curve being concave to the east having a radius of 48.85 feet; thence continuing southerly along said curve through a central angle of 97°53'30" for an arc distance of 83.46 feet to a point of reverse curvature with a curve being concave to the southwest having a radius of 59.10 feet; thence continuing southeasterly along said curve through a central angle of 41°42'59" for an arc distance of 43.03 feet to a point of compound curvature with a curve being concave to the northwest having a radius of 91.31 feet; thence continuing southerly, southwesterly and westerly along said curve through a central angle of 134°45'39" for an arc distance of 214.76 feet to a point of compound curvature with a curve being concave to the northeast having a radius of 52.50 feet; thence continuing northwesterly and northerly along said curve through a central angle of 125°27'54" for an arc distance of 114.96 feet to a point of reverse curvature with a curve being concave to the west having a radius of 17.52 feet; thence continuing northerly and northwesterly along said curve through a central angle of 136°42'38" for an arc distance of 41.80 feet to a point of reverse curvature with a curve being concave to the east having a radius of 80.00 feet; thence continuing northwesterly and northerly along said curve through a central angle of 114°57'20" for an arc distance of 160.51 feet to a point of compound curvature with a curve being concave to the southeast having a radius of 200.58 feet; thence continuing northwesterly along said curve through a central angle of 28°18'40" for an arc distance of 99.16 feet to a point of compound curvature with a curve being concave to the south having a radius of 57.77 feet; thence continuing easterly along said curve through a central angle of 32°25'19" for an arc distance of 32.69 feet to the POINT OF BEGINNING. Containing 0.99 acres, more or less.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND THE ABOVE LEGAL DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THE ATTACHED EASEMENT SKETCH AND ABOVE LEGAL DESCRIPTION MEET THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND ADOPTED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, EFFECTIVE SEPTEMBER 1, 1981.

NOT VALID UNLESS EMBOSSED WITH SURVEYORS SEAL.

JAMES P. NOTH
PROFESSIONAL SURVEYOR AND MAPPER
NO. 8871, STATE OF FLORIDA
LS No. 8598



CROSSROADS
ENGINEERING & SURVEYING, INC.
1402 ROYAL PALM BEACH BLVD., BLDG 500
ROYAL PALM BEACH, FLORIDA 33411
PH 561-753-9723 FAX 561-753-9724 EB-7077

CONSERVATION EASEMENT
LEGAL DESCRIPTION

CRES No. 06105

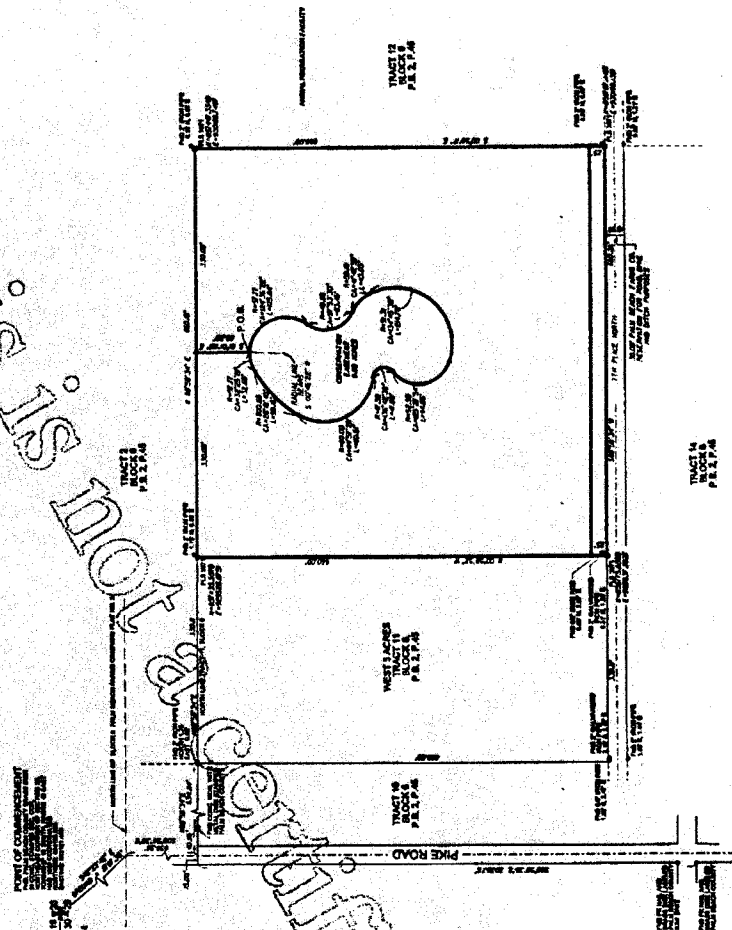
01/02/02

1 OF 2

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CONSERVATION EASEMENT SKETCH

SHEET 2 OF 2



- NOTES
1. EASEMENT SKETCH AND THIS EASEMENT BASED ON INFORMATION FROM THE RECORDS OF THE COUNTY OF SHERMAN, TEXAS.
 2. THIS IS NOT A DEED.
 3. THE EASEMENT IS NOT A DEED AND DOES NOT CONVEY ANY INTEREST IN THE LAND.
 4. THE EASEMENT IS NOT A DEED AND DOES NOT CONVEY ANY INTEREST IN THE LAND.
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 28. THE EASEMENT IS NOT A DEED AND DOES NOT CONVEY ANY INTEREST IN THE LAND.
 29. THE EASEMENT IS NOT A DEED AND DOES NOT CONVEY ANY INTEREST IN THE LAND.
 30. THE EASEMENT IS NOT A DEED AND DOES NOT CONVEY ANY INTEREST IN THE LAND.

ALTAIR
APPRAISAL GROUP
Appraisers • Consultants • Market Analysis

January 30, 2009

Mr. Clarence Whiteside
The Whiteside Group, Inc.
8470 Belvedere Road
West Palm Beach, Florida 33411

Re: Valuation of a 43,560 square foot wet land preservation tract, identified as Tract C Preservation Area and located north of 7th Place North, East of Pike Road, West Palm Beach, Florida

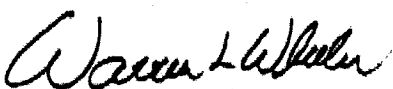
Dear Mr. Whiteside:

In accordance with your request we have appraised the referenced property. We are providing the relevant value by letter rather than issuing a final narrative appraisal report. The valuation considers the "as is" value of the subject property.

As a result of our investigation into those matters which affect market value, and by virtue of our experience and training, we have formed the opinion that the market value of the fee simple interest in the subject property "as is" as of January 15, 2009, is \$85,000.

Only upon a request from you will complete a final narrative appraisal report of the aforementioned property. The report, if requested will detail the information utilized and conclusions reached in arriving at the final market value estimate for the subject, as well as outlining the general assumptions and special limiting conditions typical of this type of assignment.

Respectfully submitted,
Altair Appraisal Group, Inc.



Warren L. Wheeler
President
State Certified General RE Appraiser
No. RZ953

2141 Blount Road
Pompano Beach, Florida 33069
Office: 954.934.0190 • Fax: 954.337.0534

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**PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT**

REVENUE RECEIPT

RECEIPT #: 5008311

DATE: 4/6/2010

RECEIVED FROM: FIFTH THIRD BANK

CHECK #/CASH: 16320632

AMOUNT: \$85,000.00

RECEIVED FOR: Easement of Whiteside Property

ACCOUNTING DISTRIBUTION:

TYPE	PERMIT NUMBER	FUND	AGENCY	UNIT	REV	SOURCE	AMOUNT
Cash in lieu of Preservation - Contribution							
	Easement of Whitesi	1226	380	3005	6600		\$85,000.00
TOTAL RECEIVED:							\$85,000.00

RECEIVED BY _____

RECEIVED BY DIVISION _____

Signature

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VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



FIFTH THIRD BANK

CASHIER'S CHECK

March 25, 2010

Pay to the

Order of: Palm Beach County Board of County Commissioners***

\$*****85,000.00

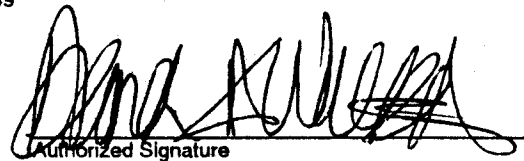
Amount: EIGHTY FIVE THOUSAND 00/100 US DOLLARS

Drawn on: Fifth Third Bank, Kentucky, Inc
Lexington, KY

Transaction Number: 442921449
Cost Center: 0329

Memo: Whiteside Group
Purchased by: Fifth Third Bank

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.


Authorized Signature

⑈ 16320632⑈ ⑆042101190⑆ 0082510206⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

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KEESEEE, LISA

From: Reid, Kyle
Sent: Thursday, March 25, 2010 2:44 PM
To: KEESEEE, LISA
Cc: Andrzejewski, Stanley; 'J. Dryer'; Wright, Denise
Subject: FW: \$85,000 check

Lisa,
Please mail check to Bob Kraus at address listed below. Please detail that it is for the easement of Whiteside property.
Thanks!

Cash in lieu of preservation - contribution

Kyle Reid
Fifth Third Bank
Special Assets Group
999 Vanderbilt Beach Road 89997B
Naples, FL 34108
Office Phone #239.449.7031
Fax #239.449.7102

1226-380-3005-6600-

-----Original Message-----

From: Andrzejewski, Stanley
Sent: Wednesday, March 24, 2010 3:19 PM
To: Reid, Kyle
Subject: FW: \$85,000 check

This is for Whiteside. STan

-----Original Message-----

From: J. Dryer [mailto:jd@labtocompany.com]
Sent: Wednesday, March 24, 2010 2:57 PM
To: Andrzejewski, Stanley
Cc: Clarence L. Whiteside; Dave Pain
Subject: \$85,000 check

Stan: the following is now confirmed.

The check is made payable to "Palm Beach County Board of County Commissioners."

Mail the check to:

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RECEIVED
APR - 5 2010

ENVIRONMENTAL RESOURCES MANAGEMENT