

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

Meeting Date:	June 8, 2010	<input type="checkbox"/> Consent	<input checked="" 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) approve a Donation Agreement with the Boys and Girls Clubs of Palm Beach County, Inc, to donate approximately 11.8 acres to the Boys and Girls Clubs for development of a new club facility; and

B) adopt a Resolution authorizing the conveyance of the property to the Boys and Girls Clubs of Palm Beach County, Inc.

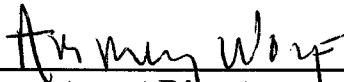

Summary: On May 6, 2008 the Board conceptually approved the donation of a portion of the County's Haverhill Linear Park property to the Boys and Girls Clubs. The Boys and Girls Clubs has obtained all development approvals for its facility, the Plat of the property is being submitted as a companion item, and approval of this Agreement will finalize this transaction. Construction of the new facility is projected to commence in August. This property was appraised in April of 2009 for an average value of \$460,000. The property will be subject to a restriction limiting use of the property to construction and operation of a Boys and Girls Clubs clubhouse and a reverter in the event the Boys and Girls Clubs fails to construct the facility within three (3) years or uses the property for any other purpose. **(PREM) District 6 (HJF)**

Background and Policy Issues: Since conceptual approval of this transaction in May of 2008, the Boys and Girls Clubs has designed its facility, obtained all development approvals and following the conveyance of the property, will pull building permits for construction of their facility. During the initial engineering and design phase of the Boys and Girls Clubs' project, it was determined that due to the low elevation of portions of the property, substantially more land area would be required to accommodate storm water retention and compensating storage ponds. As depicted on the attached Site Plan, the facility requires essentially all of the property lying north of the canal. There is a portion of the property which will not be used by the Boys and Girls Clubs, but this portion of the property is at the lowest elevation and is not suitable for development. The County will retain an easement over this portion of the property for retention purposes in connection with development of the adjoining PBAU property. Staff continues to work with PBAU on an exchange of PBAU's adjacent 10 acres for the County's property on the south side of the canal. PBAU is attempting to sell its adjoining property on the south side of the canal and is waiting to finalize the exchange pending reaching an agreement to sell its property. Staff has had discussions with several parties interested in acquiring PBAU's property and all have been very interested in completing the exchange with the County.

(continued on Page 3)

Attachments:

1. Location Map
2. Site Plan
3. Donation Agreement
4. Resolution
5. Disclosure of Beneficial Interests

Recommended By:		5/15/10
	Department Director	Date
Approved By:		4/3/10

Date _____

A. Five Year Summary of Fiscal Impact:

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

~~✱~~ No fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB Fiscal and/or Contract Development Comments:
 *NO fiscal impact however appraised value of 3.98 acres was an average of \$460,000.
 Land being conveyed has increased to 11.8 acres.

N. Dierz 5/28/10
OFMB
Contract Development and Control
J. J. J. 6/1/10

B. Legal Sufficiency:

H. Fal 6/2/10
Assistant County Attorney

Donation Agreement not signed
at time of CAO review

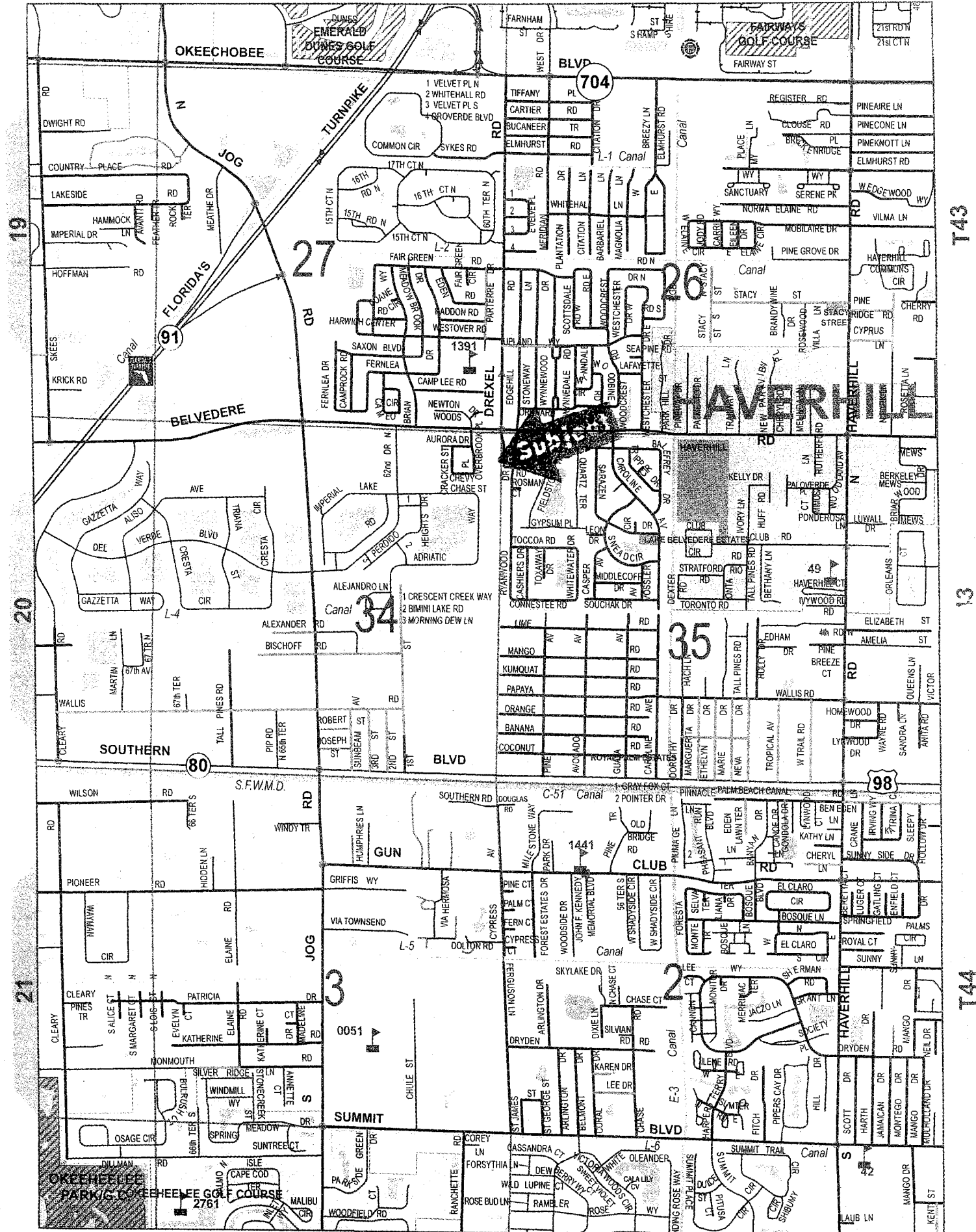
C. Other Department Review:

Department Director

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

Background and Policy Issues, continued:

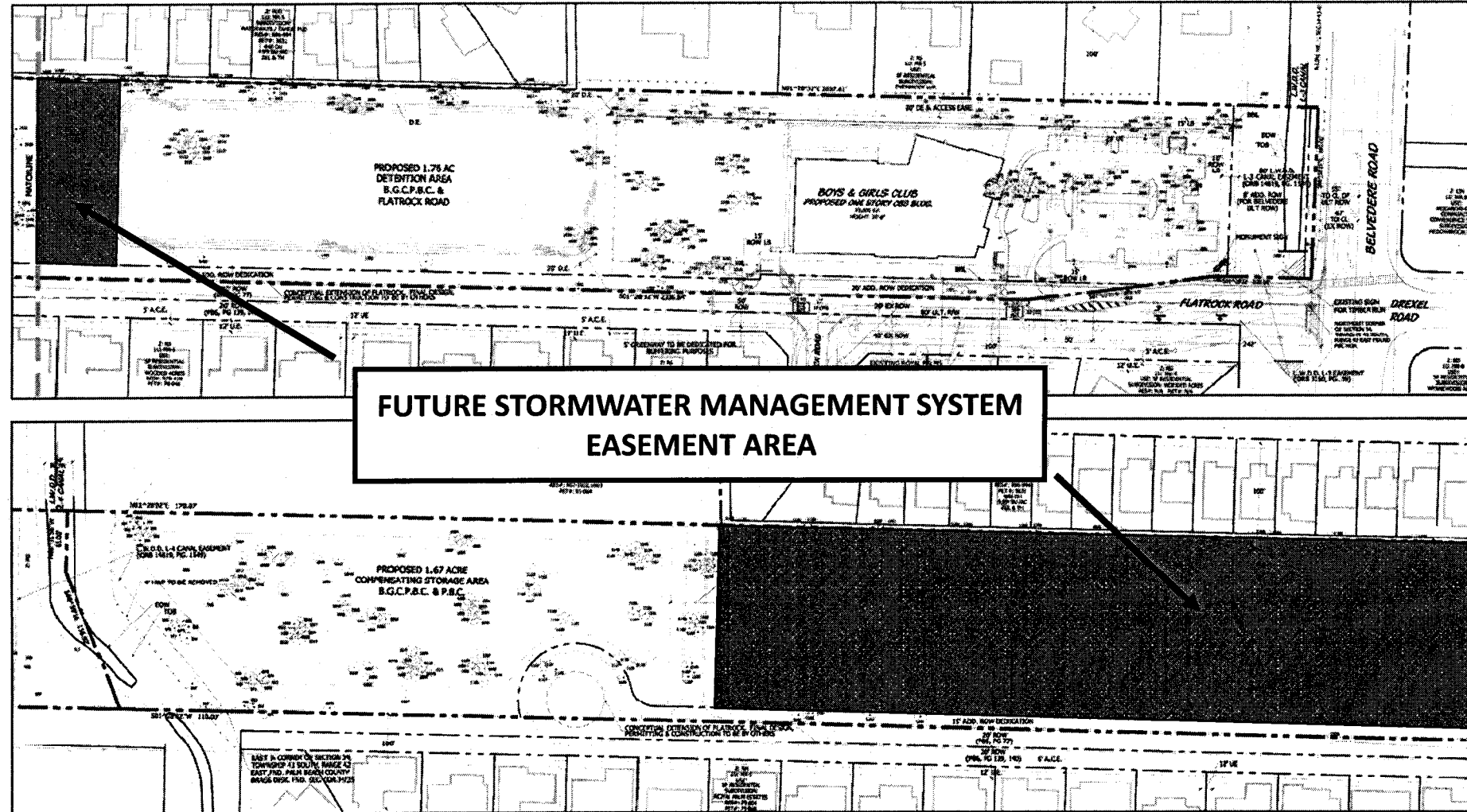
Staff obtained two appraisals of the property, performed by Anderson & Carr and M.R. Ford & Associates, in April of 2009. The appraisals concluded the highest and best use of the property was for civic uses, assumed that the conservation easement encumbering the property would be released (which has occurred) and that the Boys and Girls Clubs would receive all required development approvals for its proposed facility (which they have). Anderson & Carr valued the property at \$480,000 and M.R. Ford valued the property at \$440,000. Both appraisals assumed that the Boys and Girls Clubs would receive 3.98 acres of net developable land area. The amount of land area being conveyed to the Boys and Girls Clubs has increased to 11.8 acres, however, the net developable land area has not changed materially and Staff does not believe that this increase in land area to be conveyed would materially impact the valuations arrived at by the appraisers.



LOCATION MAP

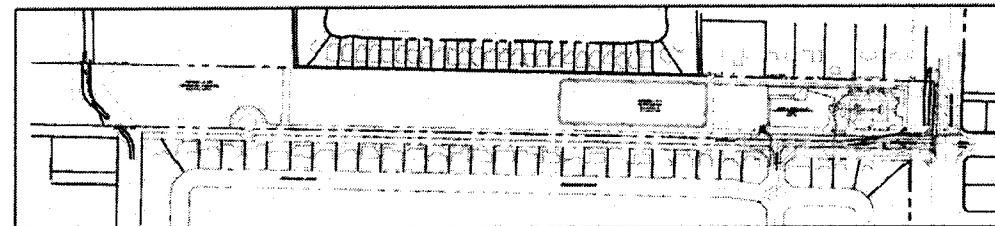
Attachment 1

Handwritten signature or initials.

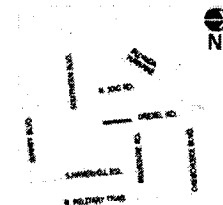


CONCURRENT SITE PLAN

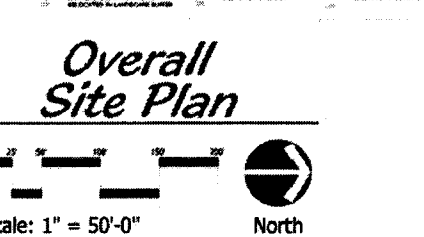
Scale: 1" = 200'-0"



LOCATION MAP



LEGEND



Overall
Site Plan

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commercial Lane
Suite 1
Jupiter, Florida 33458
888.747.8338 • Fax 747.1377
www.cotleurhearing.com
LIC# LC-0000298

The Boys and Girls Club / Haverhill
Palm Beach County, Florida

Final Overall
Site Plan

DESIGNED	AAH
DRAWN	AAH
APPROVED	AAH
2008 REVISION	08-10-08
DATE	08-10-08
REVISIONS	11-18-08
12-25-08	01-15-09
02-18-09	04-09-09
05-22-09	06-16-09
07-10-09	07-14-09

SHEET 1 OF 2
© COTLEUR & HEARING, INC.
This drawing is the property of Cotleur & Hearing, Inc. and is not to be reproduced or used in any way without the written consent of Cotleur & Hearing, Inc.

DONATION AGREEMENT

THIS AGREEMENT is made _____, by and between the Donor and the Donee as follows:

DONOR: 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

DONEE: Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation

ADDRESS: 800 Northpoint Parkway
Suite #204
West Palm Beach, FL 33407

(F.E.I.N. on file)

1. DONATION: In consideration of the mutual covenants herein contained, and various other good and valuable consideration, Donor agrees to convey to Donee, for no monetary consideration, the real property described in the attached Exhibit "A" (the "Property") and Donee agrees to accept title to the Property from Donor, on the terms, covenants and conditions hereinafter set forth.

2. 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 Donor and Donee.

B. Conveyance: At closing, Donor will deliver to Donee a fully executed County Deed substantially in accordance with the attached Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Donor shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Donee hereby petitions Donor to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Donor 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 development potential of the Property.

C: Expenses: Donee shall pay all costs of closing, and any other costs associated with this donation.

3. EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: Donee 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.

4. STORMWATER MANAGEMENT SYSTEM: Donor intends to construct a stormwater management system in that portion of Tract "D" of the Property which Donee does not intend to develop, and tie into the stormwater management systems constructed

upon the Property by Donee. The construction date and the exact location of the stormwater management system are unknown at this time, but the location of the retention area shall be confined to that portion of Tract "D" as depicted on the Site Plan attached hereto as Exhibit "C". Donee shall work with Donor to determine the location of the easement area, which location shall allow construction of a stormwater management system capable of accepting stormwater from and provide legal positive outfall for Donor's adjoining property as said adjoining property may be developed. Upon Donor's completion of plans and specifications for construction of the stormwater management system, Donor shall prepare and submit to Donee for review and approval a drainage easement identifying the exact location of the easement premises. Donee shall execute said easement and deliver same to Donor for recordation in the Public Records. Donor shall be responsible for all costs associated with the permitting and construction of the stormwater management system. Donee shall timely execute all applications and/or owner authorizations or other documentation as may be required for regulatory approval of Donor's construction and installation of the stormwater management system. Donee's consent and approval will not be unreasonably withheld, delayed or conditioned. Upon completion of construction of said stormwater management system, Donor shall thereafter be responsible for maintenance thereof. Donee's obligations as set forth in this section shall survive Closing.

5. A: CONDITION OF THE PROPERTY: Donee acknowledges that it has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that Donor 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, Donor'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 Donee to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Donee specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against Donor 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. Donee agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "D" 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. DISCLOSURE OF BENEFICIAL INTERESTS: Donee represents that simultaneously with Donee's execution of this Agreement, Donee has executed and delivered to Donor the Disclosure of Beneficial Interests attached hereto as Exhibit "E" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Donee. Donee warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Donee after the date of execution of the Disclosure and prior to Closing, Donee shall immediately, and in every instance, provide written notification of such change to the Donor in the manner required by Section 15 of this Agreement. Donee shall deliver to Donor at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Donee 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.

7. RISK OF LOSS: Donee assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Donee.

8. SUCCESSORS: Upon execution of this Agreement by the Donee, this Agreement shall be binding upon and inure to the benefit of the Donee, its 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 Donee, without Donor's written consent, which may be granted or withheld by Donor 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: Donee shall be solely responsible to pay any real estate commissions or finders fees contracted for by Donee or otherwise resulting from this transaction. Donee shall indemnify and hold the Donor 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: Donee agrees to execute and deliver to the Donor 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. INCORPORATION BY REFERENCE: Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference

20. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Donee, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

21. EFFECTIVE DATE OF AGREEMENT: The obligations of Donee 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:

Joan Jaguis
(Witness)
Joan Jaguis
(Print name)
[Signature]
(Witness)
DENNIS A. YOUNG, JR.
(Print name)

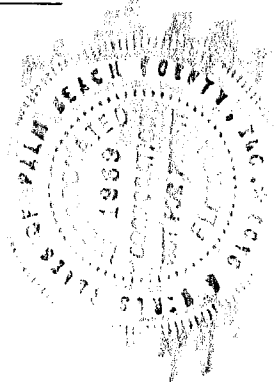
**BOYS AND GIRLS CLUBS OF PALM
BEACH COUNTY, INC.**, a Florida not-
for-profit corporation

By Mary T. O'Connor

NAME: MARY T. O'CONNOR

TITLE: PRESIDENT & CEO

("Donee")



Attest:

SHARON R. BOCK
CLERK & COMPTROLLER


By: _____
Deputy Clerk

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

By: _____
Burt Aaronson, Chair

("Donor")

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Department Director

G:\PROPERTY MGMT SECTION\DISPOSITIONS\HAVERHILL LINEAR PARK\AGREEMENT.006.CLEAN.DOC

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts D and E of Boys and Girls Club - Haverhill according to the Plat thereof recorded in Plat Book ____ Page ____, Public Records of Palm Beach County, Florida.

EXHIBIT "B"

COUNTY DEED

PREPARED BY AND RETURN TO:
ROSS C. HERING, DIRECTOR
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-34-00-000-1010 (portion of)
Purchase Price: _____ \$0

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 Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation, whose legal mailing address is 800 Northpoint Parkway, Suite #204, West Palm Beach, FL 33407, "Donee".

WITNESSETH:

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

Tracts D and E of Boys And Girls Club – Haverhill, according to the Plat thereof recorded in Plat Book _____, Page _____, 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.

Further reserving unto County the easement rights referenced in paragraph 4 of the Donation Agreement between the County and Donee of even date herewith.

Donee covenants and agrees that the property conveyed hereby shall be used by Donee solely and exclusively for the construction and operation of a Boys and Girls Clubs Clubhouse facility providing a wide variety of youth and family services, including the arts, character and leadership development, sports fitness and recreation, health and

life skills, technology, education and career development and other programs developed to build stronger families and communities. In the event that Donee fails to construct a Boys and Girls Clubs Clubhouse facility on the property within three (3) years of the date hereof or uses the property for any other purpose, title to the property shall automatically revert to County.

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 "C"

SITE PLAN

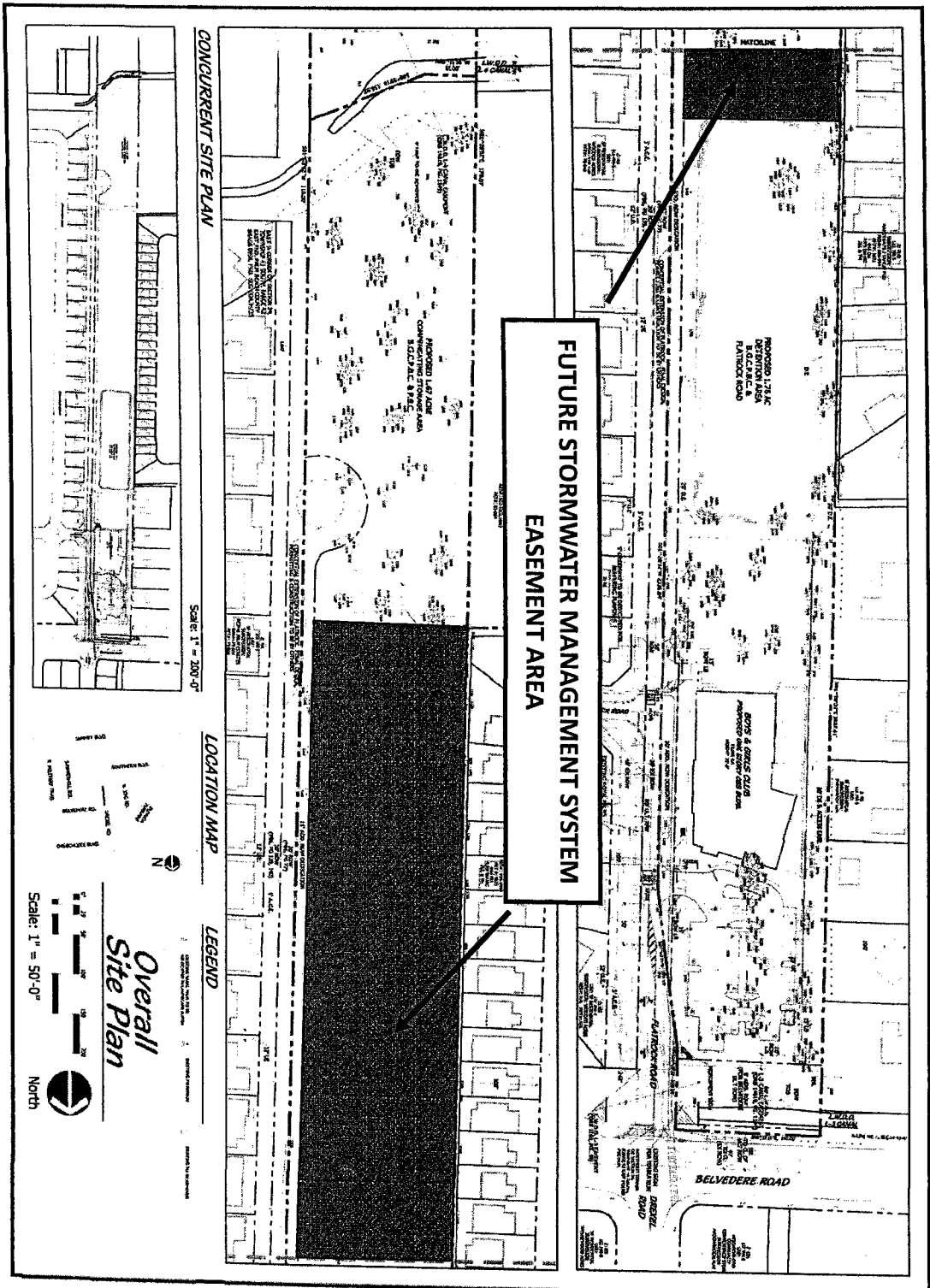


EXHIBIT "D"

AS-IS ACKNOWLEDGMENT

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____, 20__ by BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation ("Donee") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Donor").

W I T N E S S E T H:

WHEREAS, Donee and Donor have entered into that certain Donation Agreement dated _____, 2010 (Resolution No. R-2010-_____) (the "Agreement") whereby Donor agreed to donate to Donee for no monetary consideration (\$0), 11.78 acres +/- of surplus land in unincorporated Haverhill located in Section 34, Township 43South, Range 42 East, Palm Beach County ("Property"), and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

WHEREAS, the Agreement states that Donee shall accept title to 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, Donee hereby acknowledges to Donor as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. Donee acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION." Donee further acknowledges that the Donor has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Donor'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 Donee's intended use of the Property.
3. Without in any way limiting the generality of the preceding paragraph, Donee specifically acknowledges and agrees that upon Donor's conveyance of the Property to

Donee, Donee waives, releases and discharges any claim it has, might have had or may have against the Donor 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 Donee.

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

Signed, sealed and delivered
in the presence of:

DONEE

BOYS AND GIRLS CLUBS OF PALM
BEACH COUNTY, INC., a Florida not-for-
profit corporation

By: Mary T. O'Connor

MARY T. O'CONNOR
Print Name

PRESIDENT & CEO
Print Title

Joan Jaguis
Witness Signature

Joan Jaguis
Print Name

Donnis A. Yarns, Jr.
Witness Signature

DONNIS A. YARNS, JR.
Print Name

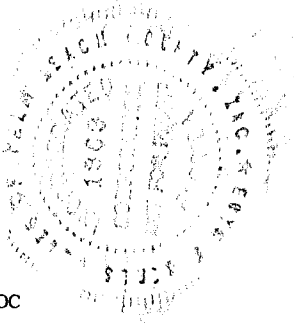


EXHIBIT "A"

LEGAL DESCRIPTION

Tracts D and E of Boys and Girls Club - Haverhill according to the Plat thereof recorded in
Plat Book ____ Page ____, Public Records of Palm Beach County, Florida.

EXHIBIT “E”

DISCLOSURE OF BENEFICIAL INTERESTS

DISCLOSURE OF BENEFICIAL INTERESTS

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, Mary T. O'Connor, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President & CEO (position - i.e. president) of BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation, (the "Donee") which entity is the Donee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407

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 Donee and the percentage interest of each such person or entity.

4. 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.

5. 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, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

Mary T. O'Connor, Affiant
(Print Affiant Name)

Mary T. O'Connor

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th day of May, 2010, by Mary T. O'Connor [☒] who is personally known to me or [☐] who has produced _____ as identification and who did take an oath.



J. Tamara Anton
Notary Public

J. Tamara Anton
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 8/9/12

EXHIBIT "A"

PROPERTY

Tracts D and E of Boys and Girls Club – Haverhill, according to the Plat thereof recorded in Plat Book ____ Page ____, Public Records of Palm Beach County, Florida.

SCHEDULE TO BENEFICIAL INTERESTS IN DONEE

[illegible]

RESOLUTION NO. 2010-____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE
CONVEYANCE OF CERTAIN REAL PROPERTY TO BOYS AND
GIRLS CLUBS OF PALM BEACH COUNTY, INC., PURSUANT TO
FLORIDA STATUTE SECTION 125.38, WITHOUT CHARGE AND
WITH MINERAL AND PETROLEUM RIGHTS RESERVATION
WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation ("Boys and Girls Club"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County donate and convey 11.78 acres of surplus real property to Boys and Girls Club, an organization dedicated to promoting the educational, vocational, health, leadership, and character development of children, for construction of a club facility for use by children enrolled in the Boys and Girls Club programs.

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that Boys and Girls Club, a non-profit organization, is organized for the purpose of promoting community interest and welfare, the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

WHEREAS, pursuant to Florida Statute Section 270.11, Boys and Girls Club has requested that such property be conveyed without reservation of and to release the 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, mineral, 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 Boys and Girls Clubs of Palm Beach County, Inc., without charge and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Deed, subject to the easement rights referenced therein.

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: Zeit
Department Director

DISCLOSURE OF BENEFICIAL INTERESTS

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, _____,
_____, hereinafter referred to as "Affiant", who being by me
first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president) of
BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., a Florida not-for-
profit corporation, (the "Donee") which entity is the Donee of the real property legally
described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: _____

_____.

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 Donee and the percentage interest of each such person or
entity.

4. 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.

5. 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, and will be relied upon by Palm Beach County relating to its sale of the
property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was sworn to, subscribed and acknowledged before me this ____
____ day of _____, 20____, by _____
_____ [] 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”

PROPERTY

Tracts D and E of Boys and Girls Club – Haverhill, according to the Plat thereof recorded in Plat Book ____ Page ____, Public Records of Palm Beach County, Florida.

SCHEDULE TO BENEFICIAL INTERESTS IN DONEE

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	---------------------------

None. Boys and Girls Clubs of Palm Beach County, Inc., is a 501(c)(3) organization. There are no individual entities that have a beneficial interest in its assets.