

**3F2**

**Submitted For:**

Recommended By: [Signature] Department Director Date: 12/8/10

Approved By: [Signature] County Administrator Date: 12/22/10

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$ 100,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$100,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

Approval of this item will provide budget for the property purchase in account 4111-121-A187-6101. Included is a Transfer from Reserves of \$100,000.

C. Departmental Fiscal Review: CM Simon

## III. REVIEW COMMENTS

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

[Signature]  
 OFMB VA  
 12/16/10 DM  
 12/15/10

[Signature] 12/17/10  
 Contract Dev and Control  
 EDO 12/17/10

### B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 12/20/10  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

## PALM BEACH COUNTY – PURCHASE AND SALE AGREEMENT

Project: Runway 10L – West  
Parcel Number: W-328

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "Buyer" or "County") and the State of Florida Department of Transportation (hereinafter referred to as the "Seller").

### WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real property situate in Palm Beach County, Florida, legally described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Buyer desires to purchase the Property from Seller.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SALE AND PURCHASE. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Property, including, without limitation, Seller's interest in the Property. Buyer hereby petitions Seller, pursuant to Section 270.11, Florida Statutes, to convey the Property without a reservation of mineral and petroleum rights. Seller agrees to convey the property without such reservation of rights.
2. PURCHASE PRICE. The purchase price of the Property shall be Eighty-Five Thousand, Five Hundred Dollars and Zero Cents (\$85,500.00) (the "Purchase Price"). On the Closing Date, Buyer shall pay the total amount of the Purchase Price, subject to any adjustments, credits, prorations and fees as provided herein.
3. CONDITION OF PROPERTY; INSPECTIONS; TITLE EXAMINATION AND EXCEPTIONS. Commencing upon the Effective Date and terminating sixty (60) days thereafter (the "Inspection Period"), Buyer shall be permitted to review the title to the Property and shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All such surveys, testing, examinations and inspections shall be conducted by Buyer at its expense. In the event that such inspections shall reveal a deficiency in the Property, or the title thereto, as determined by Buyer in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder. From and after the Effective Date, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the Buyer. Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date.
4. CLOSING: The parties agree that the Closing upon the Property shall be consummated as follows:
  - (a) Place of Closing: The Closing shall be held at the offices of Buyer or such other mutually convenient location. Notwithstanding the foregoing, the parties may mutually agree to complete the Closing by mail and shall not be required to attend Closing in person.
  - (b) Closing Date: The closing date shall be seventy-five (75) days following the Effective Date, or at such earlier date as is mutually agreed upon by the parties (the "Closing Date").

- (c) Closing and Closing Documents: Buyer shall prepare all documents for Closing and deliver them to Seller at least five (5) days prior to Closing. At Closing, Seller shall deliver to Buyer a quitclaim deed in the form attached hereto as Exhibit "B" (the "Deed"). Buyer shall deliver the required payment due by County warrant. Buyer and Seller shall each deliver to the other a fully-executed closing statement. At Closing, Seller shall deliver to Buyer exclusive possession of the Property.
- (d) Closing Expenses: Buyer shall pay the cost of recording the Deed, expenses for title examination, including any title insurance policy, and documentary stamps, if required. At Closing, Buyer shall reimburse Seller the sum of Nine Thousand, Three Hundred Fifty Dollars and Zero Cents (\$9,350.00) for costs incurred for the appraisal of the Property.

5. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

6. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

To Buyer:

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

With a copy to:

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

To Seller:

Brent Taylor, Property Management Administrator  
Florida Department of Transportation  
3400 West Commercial Blvd., 3<sup>rd</sup> Floor  
Fort Lauderdale, FL 33309-3421  
Fax 954-777-4261

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

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

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

10. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

11. REAL ESTATE BROKER. Seller represents to County that it has not dealt with any broker, salesman, agent or finder in connection with this transaction, except O.R. Colan Associates, Inc. ("Broker") whose commissions and fees shall be payable by County pursuant to separate written agreement.

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

13. 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 and receiving County funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. Any cost of the Inspector General's Office applicable to this transaction shall be paid by Palm Beach County.

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Signed, sealed and delivered  
in the presence of:

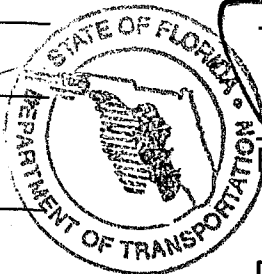
SELLER:

Maria Gutierrez

Maria Gutierrez  
(as to Seller)

Nancy Surgo

Nancy Surgo  
(as to Seller)



[Signature]  
James W. [Signature] D.S.

Print Name/Title DISTRICT SECRETARY

Date of Execution by Seller: 11-23-2010

By: [Signature]  
FDOT ATTORNEY

BUYER:

Attest:  
SHARON R. BOCK  
Clerk & Comptroller

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

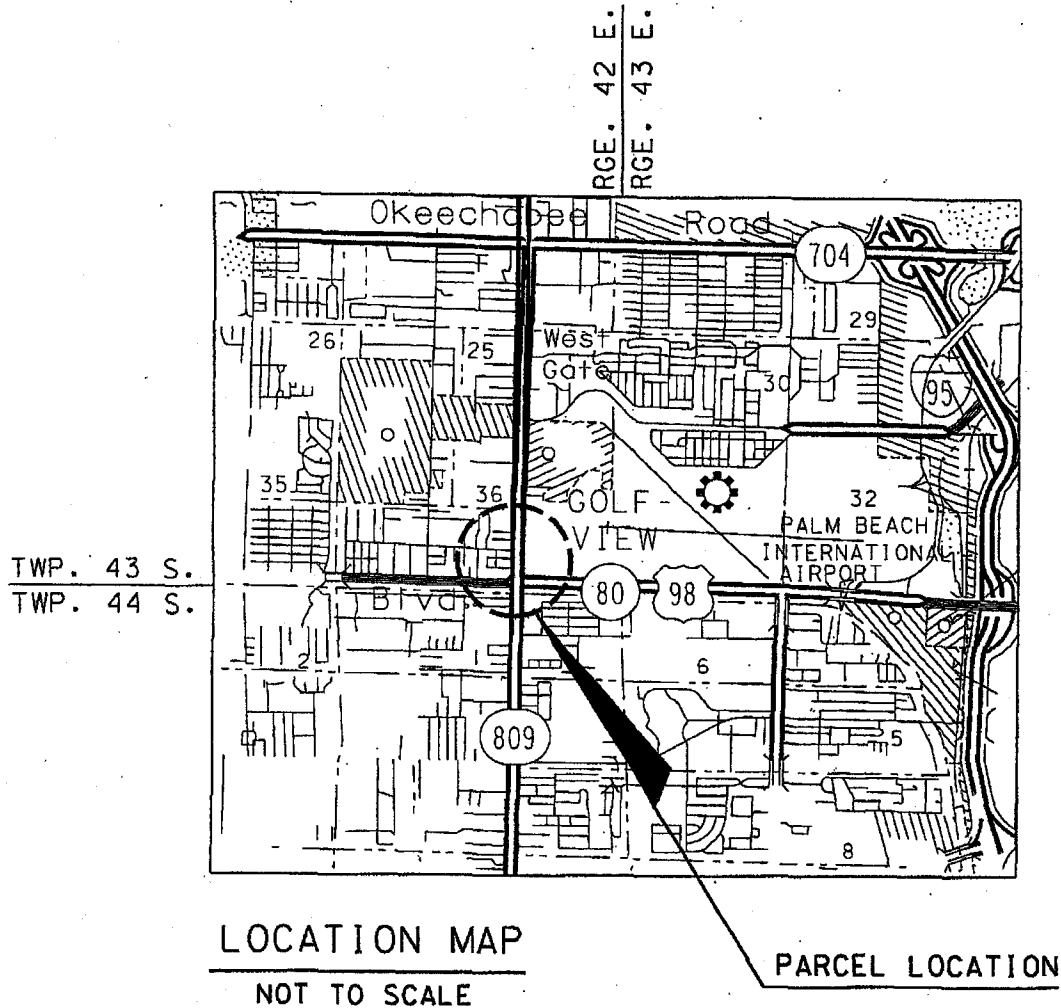
APPROVED AS TO TERMS AND CONDITIONS:

By: \_\_\_\_\_  
County Attorney

By: [Signature]  
Director of Airports

**Exhibit "A"**  
**The "Property"**

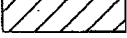
## EXHIBIT "A"



## LEGEND:

Δ	• DELTA
B	• BASELINE
C.B.	• CHORD BEARING
C	• CENTERLINE
ESMT.	• EASEMENT
EXIST.	• EXISTING
COR.	• CORNER
L	• LENGTH
L/A	• LIMITED ACCESS
O.R.B.	• OFFICIAL RECORD BOOK
P.B.	• PLAT BOOK
PG.	• PAGE
P	• PROPERTY LINE
P.O.C.	• POINT OF COMMENCEMENT
P.O.B.	• POINT OF BEGINNING
R	• RADIUS
RGE	• RANGE
R/W	• RIGHT OF WAY
SEC.	• SECTION
SQ.FT.	• SQUARE FEET
S.R.	• STATE ROAD
STA.	• STATION
TWP.	• TOWNSHIP

## GENERAL NOTES:

- 1) BEARING BASIS FOR EXHIBIT "A" IS THE RIGHT OF WAY MAP SECTION 93120-2553 FOR STATE ROAD 80 (SOUTHERN BLVD.) THAT MAP WAS CREATED IN METRIC SYSTEM, SO THE DIMENSIONS AND STATIONING FOR THIS SKETCH WERE CONVERTED TO ENGLISH SURVEY FOOT. THE DEFINITION OF THE U.S. SURVEY FOOT AS ADOPTED BY THE U.S. NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY IS 39.37/12 AND SHALL BE USED FOR CONVERSION TO OR FROM THE METER.
- 2) ALL DIMENSIONS WERE CALCULATED UNLESS OTHERWISE SPECIFIED.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING A LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 4)  HATCHED AREA TO BE SURPLUSED  
AREA = 12,563 SQ.FT.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 4  
RIGHT OF WAY MAPPING  
3400 WEST COMMERCIAL BLVD.  
FT. LAUDERDALE, FLORIDA 33309  
(954) 777-4551

FLORIDA DEPARTMENT OF TRANSPORTATION  
PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 80 (SOUTHERN BLVD.)

PALM BEACH COUNTY

DRAWN

BY  
MORAVADATE  
02-10-10PREPARED BY:  
F.D.O.T. DISTRICT 4DATA SOURCE:  
F.D.O.T. R/W MAP 93120-2553

REVISION

BY

DATE

CHECKED

WALKER

02-12-10

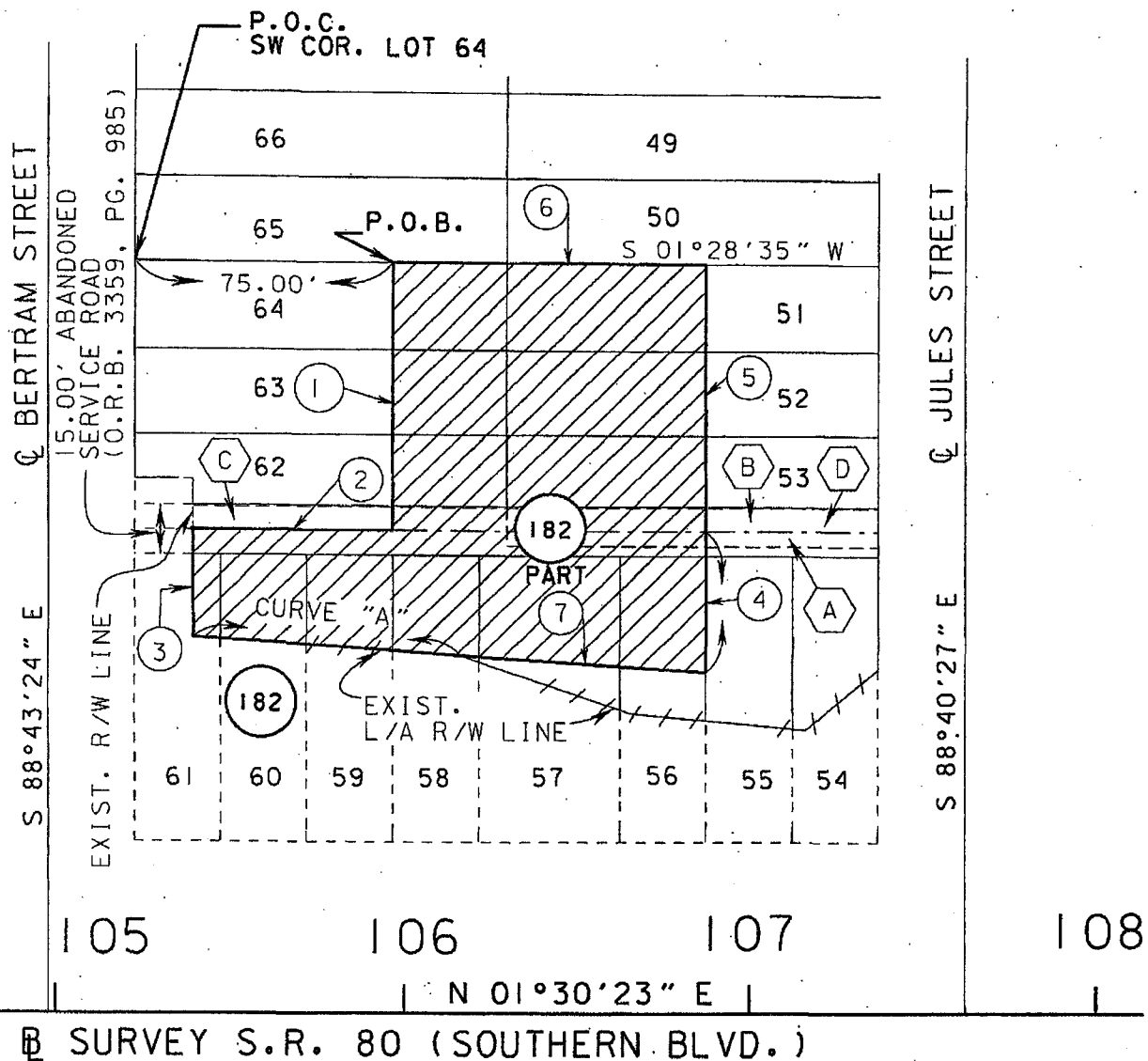
ITEM/SEG. 2297971 SECTION 93120-2553

SHEET 1 OF 3



FERRIS PARK  
P.B.13, PG. 9

SCALE = 1" = 50'



## CURVE "A"

$\Delta = 01^{\circ}59'30"$  (RT)  
L = 77.77'  
R = 4,493.10'  
C.B. = N 05°19'10" E

(A) 4.5' FPL ESMT.  
O.R.B. 3312, PG. 1308

(B) 7.5' FPL ESMT.  
O.R.B. 3312, PG. 1307

(C) 7' SB&T ESMT.  
O.R.B. 3496, PG. 157

(D) 12' FPL ESMT.  
O.R.B. 3312, PG. 1312

## LINE DATA

(1) 78.59'  
S 88°43'24" E

(2) 58.00'  
S 01°30'23" W

(3) 31.58'  
S 88°43'24" E

(4) 41.50'  
N 88°41'08" W

(5) 78.63'  
N 88°43'24" W

(6) 90.78'  
S 01°28'35" W

(7) 71.36'  
N 05°19'10" E

AREA PARCEL 182 PART = 12,563 SQ.FT.

FLORIDA DEPARTMENT OF TRANSPORTATION  
PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 80 (SOUTHERN BLVD.)

PALM BEACH COUNTY

REVISION	BY	DATE	CHECKED	BY	DATE	PREPARED BY	DATA SOURCE
						F.D.O.T. DISTRICT 4	F.D.O.T. R/W MAP 93120-2553
						ITEM/SEG. 2297971 SECTION 93120-2553	SHEET 2 OF 3

Exhibit "A"  
The "Property"

Parcel No. 182(PART)

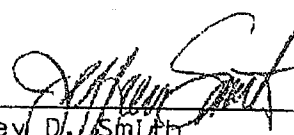
A portion of Lots 51 through 53, Lots 56 through 64, FERRIS PARK, according to the plat thereof, as recorded in Plat Book 13, Page 9, of the Public Records of Palm Beach County, Florida, and a portion of the abandoned 15.00 foot wide Service Road adjoining and lying Westerly of said Lots 56 through 61 per Resolution No. R-80-1083, recorded in Official Records Book 3359, Page 985 of the Public Records of Palm Beach County, Florida, lying in Section 36, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Lot 64; thence North 01°28'35" East along the West line of said Lot 64, a distance of 75.00 feet to the POINT OF BEGINNING; thence South 88°43'24" East, a distance of 78.59 feet to a point on the centerline of the said 15.00 foot wide abandoned Service Road; thence South 01°30'23" West along said centerline, a distance of 58.00 feet; thence South 88°43'24" East, a distance of 31.58 feet to a point on the Existing Limited Access Right of Way line for State Road 80 (Southern Boulevard) as shown on the Right of Way map for Item/Segment No. 2297971, Section 93120-2553 and the beginning of a curve concave Easterly, having a chord bearing of North 05°19'10" East; thence Northerly along said Existing Limited Access Right of Way line and said curve, having a radius of 4,493.10 feet, through a central angle of 01°59'30", an arc distance of 77.77 feet to the end of said curve; thence North 05°19'10" East, a distance of 71.36 feet to a point on the North line of said Lot 56; thence North 88°41'08" West along said North line, a distance of 41.50 feet to a point on the centerline of the said 15.00 foot wide abandoned Service Road; thence North 88°43'24" West, a distance of 78.63 feet to a point on the West line of said Lot 51; thence South 01°28'35" West along the West line of said Lots 51 and 64, a distance of 90.78 feet to the POINT OF BEGINNING.

Containing 12,563 square feet, more or less.

I hereby certify that to the best of my knowledge and belief the attached legal description as shown on the Right of Way Parcel Sketch for State Road No. 80 (Southern Boulevard), Item/Segment No. 2297971, Section 93120-2553 is true, accurate and was prepared under my direction.

I further certify that said legal description is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers pursuant to Section 472.027 Florida Statutes.

  
Jeffrey D. Smith  
Florida Surveyor and Mapper No. 4805  
Date: 2/17/10  
Florida Department of Transportation

Not valid unless signed and sealed

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				PARCEL SKETCH - NOT A SURVEY	
				STATE ROAD NO. 80 (SOUTHERN BLVD.)	
				PALM BEACH COUNTY	
		BY	DATE	PREPARED BY:	DATA SOURCE:
				F.D.O.T. DISTRICT 4	F.D.O.T. R/W MAP 93120-2553
		DRAWN	MORAVA	02-10-10	
ISION	BY	DATE	CHECKED	WALKER	02-12-10
ITEM/SEG. 2297971 SECTION 93120-2553					

**Exhibit "B"**  
**The "Deed"**

27-SPD.04-08/99

This instrument prepared  
under the direction of:  
Laurice C. Mayes, Esq. \_\_\_\_\_  
Legal description prepared by:  
Jeffrey D. Smith  
Department of Transportation  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Parcel No. 182 (part)  
Item/Segment No. N/A  
Section No. 93120-2553  
Federal Project. No. N/A  
Managing District: Four  
S.R. No. 80 (Southern Blvd.)  
County: Palm Beach

#### QUITCLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the STATE OF FLORIDA, by and through the STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose  
address is: 3400 W. Commercial Boulevard, Ft. Lauderdale, Florida  
33309, and PALM BEACH COUNTY, a political subdivision of the State of  
Florida, Party of the Second Part, whose address is: 301 N. Olive  
Avenue, West Palm Beach, FL 33401.

#### W I T N E S S E T H

WHEREAS, said land hereinafter described was heretofore acquired  
for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and  
the Party of the First Part, by action of the District Secretary,  
District IV, Florida Department of Transportation on \_\_\_\_\_,  
pursuant to the provisions of Section 337.25(4), Florida Statutes, has  
agreed to quitclaim the land hereinafter described to the Party of the  
Second Part.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the  
First Part, for and in consideration of the sum of \$1.00 and other  
valuable considerations, receipt and sufficiency being hereby  
acknowledged, does hereby remise, release and quitclaim unto the Party  
of the Second Part, and assigns, forever, all the right, title and  
interest in all that certain land situate in Palm Beach County,  
Florida, viz:

(See Exhibit "A",  
attached hereto and made a part hereof)

TO HAVE AND TO HOLD the said premises and the appurtenances  
thereof unto the Party of the Second Part,

THAT existing utilities remain in place and in use with no expense  
to the utility owner and subject to any easement of record

THIS CONVEYANCE IS subject to any unpaid taxes, assessments,  
liens, or encumbrances.

THIS CONVEYANCE IS subject to a restriction that prohibits any access or driveway connection to North Military Trail through the right turn lane or its associated taper.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Four and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered  
in our presence as witnesses:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: JAMES A. WOLFE  
District Secretary  
District IV

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Executive Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged by me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by JAMES A. WOLFE, District  
Secretary for District IV, who is personally known by me or who has  
produced \_\_\_\_\_ as  
identification.

(NOTARIAL SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last  
aforesaid.  
My Commission Expires: \_\_\_\_\_



November 29, 2010

Jerry L. Allen, AAE  
Deputy Director Planning and Community Affairs  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

**RE: Runway 9L-West**  
Transmittal of Agreement For Purchase and Sale  
Parcel: W-328 (FDOT Surplus Parcel)

Dear Mr. Allen:

Enclosed please find three (3) executed Agreements for Purchase and Sale for the above reference parcel. The Agreements have been signed at the fair market value of \$85,500.00.

These Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their January 11, 2011 meeting. Should you have any questions, please contact our office.

Sincerely,

Donna L. Neeley  
Right of Way Agent

Copies Attached:

Review Appraisal Statement – Gallion Wilson, LLC

FL Department of Transportation - Notice of Sale Letter (7/29/10)

Palm Beach County Dept. of Airports – Response to Notice of Sale Letter (08/11/10)

RECEIVED  
2010 NOV 29 PM 4:36  
FL DEPT OF AIRPORTS  
BLDG. 846, PBIA

O.R. Colan Associates • Licensed Real Estate Broker  
1194 Old Dixie Highway, Suite 102, Lake Park, FL 33403 • phone 561-478-7210 • fax 561-478-7527

DEPARTMENT OF AIRPORTS  
Palm Beach County, Florida

**COPY**

OWNER:	<u>Florida Department of Transportation – Surplus Land</u>	FDOT PARCEL:	<u>182</u>
PROPERTY ADDRESS:	<u>Military Trail and Bertram Street</u>	OUR FILE:	<u>PBI-8</u>

I have completed my review of the above-referenced parcel. My opinion is based on the following.

This value estimate may be used in conjunction with a Federal Aid project.

The intended use of the appraisal review is to form a basis for acquiring subject property by negotiations. The intended user is Palm Beach County Department of Airports. The value reported is the market value of the unencumbered title. Market value is defined in the appraisal report.

As part of the appraisal review, there has been a field inspection of the parcel(s) to be acquired and the comparable sales applicable thereto or the reason for not doing so is stated below.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.

My estimate has been reached independently without collaboration or direction and is based on appraisals and other pertinent factual data.

Unless otherwise stated, this value estimate contains no items compensable under state law but not eligible under federal reimbursement. Any non-compensable items are listed below together with their appraised value followed by the notation ("non-compensable").

It is my opinion that the market value of the land and improvements appraised, as of June 1, 2010 is \$85,500.

This estimate of market value is based upon an appraisal report prepared by Edgar Woolslair, MAI of Woolslair and Associates, Inc. Mr. Woolslair is a state certified general appraiser.

The subject property is a vacant commercial site that contains 12,563 square feet. This area is based on the FDOT Right of Way Plans, previously acquired as Parcel 182. A portion of this property has been used for the road widening of Military Trail. The site is at the corner of Bertram Street and Military Trail. It has no vehicular access to either adjacent street. The property is zoned CG-Commercial by Palm Beach County. It has less than minimum site area and several variances would need to be obtained before it could be developed. The appraiser's opinion is that its highest and best use is for assemblage. The reviewer concurs with this opinion of highest and best use.

DEPARTMENT OF AIRPORTS  
Palm Beach County, Florida

COPY

OWNER: Florida Department of Transportation – FDOT  
Surplus Land PARCEL: 182

PROPERTY ADDRESS: Military Trail and Bertram Street OUR FILE: PBI-8

The appraiser based the market value of the subject on three commercial sites that were purchased in central Palm Beach County. He valued the property in two steps. The first step was to value the property as if it had typical dimensions and could be developed independently. The appraiser concluded to a value of \$9.75 per square foot. The comparable sales and his adjustments supported this conclusion. The second step was to apply an adjustment that recognized that highest and best use of the property is for assemblage. The appraisal analyzed two different assemblage scenarios and concluded that this warranted a negative 30% adjustment to the value conclusion based on the hypothetical value for a lot with typical dimensions. This resulted in a value conclusion of \$85,500.

The appraiser's analysis is considered reasonable and the appraiser's value conclusion is considered appropriate. Therefore the market value of the subject property, as of June 1, 2010 is \$85,500.

August 25, 2010  
Date of Signature



Edward E. Wilson, ASA, State Certified  
General Real Estate Appraiser #0000123, Review Appraiser



DEPARTMENT OF AIRPORTS  
Palm Beach County, Florida

**COPY**

OWNER: Florida Department of Transportation – Surplus Land FDOT  
PARCEL: 182

PROPERTY ADDRESS: Military Trail and Bertram Street OUR FILE: PBI-8

I certify that, to the best of my knowledge and belief:

- The facts and data reported by the reviewer and used in the review process are true and correct.
- The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the subject property of the work under review.
- No one provided significant appraisal, appraisal review or appraisal consulting assistance to the person signing this certification.



Signature

August 25, 2010

Date



COPY

RECEIVED

AUG -2 2010

**Florida Department of Transportation**

CHARLIE CRIST  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS  
SECRETARY

July 29, 2010

Palm Beach County  
2633 Vista Parkway  
West Palm Beach, Florida 33411

TO: BRUCE PELLY  
FR: ROSS

ANY INTEREST?

SUBJECT: NOTICE - SALE OF DEPARTMENT PROPERTY - SOUTHERN  
BOULEVARD. (SR-80) AT MILITARY TRAIL

Item/Segment No.	:	229797-1
WPI No.	:	4118841
State Project No.	:	93120-2553
Federal Project No.	:	N/A
State Road No.	:	80 (Southern Boulevard)
County	:	Palm Beach
Parcel No.	:	182 (part)

8-3-10

This is to notify you that the property described above and herein is being sold by public bid. This property is adjacent to your property located at 4572 Wallis Road. A copy of the bid package is enclosed.

The Department acquired this property in association with the SR-80 (Southern Boulevard) project. The project for which it was acquired has been completed and the parcel has been declared surplus. The property has been deemed to be available for sale. An advertisement announcing the bid will be published in the Palm Beach Post on August 1, 2010 and August 8, 2010.

If you have any questions, please feel free to contact me by telephone at (954) 777-4233 or by e-mail at [john.portera@dot.state.fl.us](mailto:john.portera@dot.state.fl.us).

Sincerely,

John Portera  
Joint Use Leasing Administrator

[www.dot.state.fl.us](http://www.dot.state.fl.us)

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
Burt Aaronson, Chair  
Karen T. Marcus, Vice Chair  
Shelley Vana  
Steven L. Abrams  
Jess R. Santamaria  
Priscilla A. Taylor

COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS



August 11, 2010

John Portera  
Joint Use Leasing Administrator  
Office of Right of Way, Management Services Section  
Florida Department of Transportation, District 4  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309


SUBJECT: NOTICE - SALE OF DEPARTMENT PROPERTY - SOUTHERN  
BOULEVARD (SR-80) AT MILITARY TRAIL  
Item/Segment No.: 229797-1  
WPI No. 4118841  
State Project No.: 93120-2553  
Federal Project No.: N/A  
State Road No.: 80 (Southern Boulevard)  
County: Palm Beach  
Parcel No.: 182 (part)

Dear Mr. Portera:

This letter is being sent to you in response to your letter dated July 29, 2010 regarding the sale of the above referenced surplus property. Please be advised that Palm Beach County is interested in purchasing the above referenced parcel from the Florida Department of Transportation. We have received the Department's appraisal and will forward it for review by the County's review appraiser. The County is willing to pay fair market value for the parcel and should an agreement be reached between the two parties, the Department of Airports will recommend its approval and forward the agreement to the Palm Beach Board of County Commissioners for final acceptance.

If you have any questions, please feel free to contact our office.

Sincerely,

  
Bruce V. Pelly, Director  
Department of Airports

Cc: Jerry L. Allen, AAE, Deputy Director, Dept. of Airports  
Theodore M. Pluta, Vice President, O.R. Colan Associates

846 PALM BEACH INTERNATIONAL AIRPORT  
West Palm Beach, Florida 33406-1470  
(561) 471-7412 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

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0219

**BUDGET TRANSFER**  
**BOARD OF COUNTY COMMISSIONERS**  
**PALM BEACH COUNTY, FLORIDA**

Fund 4111      Airport Improvement & Development Fund

Page 1 of 1 pages

Advantage Document Numbers:  
 BGEX 12081 /571  
 BGRV

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/08/10	REMAINING BALANCE
<u>Expenditures</u>								
121-A187-6101	P-Land Acquisition 9L West	0	289,103	100,000	0	389,103	0	389,103
121-A900-9909	Reserves Improvement Program	19,969,159	18,672,757		100,000	18,572,757	0	18,572,757
				<u>100,000</u>	<u>100,000</u>			

Signatures

Date

By Board of County Commissioners

At Meeting of

January 11, 2011

Deputy Clerk to the  
 Board of County Commissioners

 INITIATING DEPARTMENT/DIVISION
 

Airports

Administration/Budget Department Approval

OFMB Department - Posted

 12/16/10  
 [Signature]

12/8/10

12/10/2010

Attachment #

3