

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 15, 2013 [ ] Consent [X] Regular  
[ ] Workshop [ ] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: A Purchase and Sale Agreement for the following property at a total cost of \$90,000 by a supermajority vote. Said property is located West of Runway 10L at Palm Beach International Airport (PBIA):

Florida Department of Transportation (FDOT)	
Bertram Street, West Palm Beach, FL 33415	Parcels W – 302, W-303 & W-304
Sales Price	\$ 90,000
Replacement Housing	\$ N/A

**Summary:** The subject property consists of .207 acres (9,013 square feet) on Bertram Street lying west of the Military Trail right of way. The property is vacant and there are no improvements. The property was appraised at \$90,000 by Anderson & Carr, Inc., and an appraisal review statement has been prepared by an independent review appraiser, Edward E. Wilson, ASA, supporting the appraiser's analysis and value conclusion. Conveyance will be by quitclaim deed with a restriction that prohibits access or driveway connection to Military Trail through the right turn lane or its associated taper. The effect of this restriction was considered in the appraisal. Although there are no representations and warranties in the agreement, it provides for an inspection period during which the County may terminate the Agreement in the event of any deficiency. All purchases, sales and exchanges of real estate must be approved by a supermajority vote (5 Commissioners) pursuant to recent amendments to the PREM Ordinance. Countywide (HJF)

**Background and Policy Issues:** On January 21, 1997 Board Item 3F2 approved by the BCC authorized the purchase of property located West of Runway 10L (previously 9L) at PBIA. On June 20, 2000 Board Item 3F2 (R-2000-0830) approved by the BCC authorized the acquisition of approximately 70 additional parcels in the same area.

**Attachments:**

1. Purchase and Sale Agreement (3 originals)
2. Correspondence (Parcels W – 302, W-303 & W-304)

Recommended By: JA [Signature] 12/17/12  
Department Director Date

Approved By: [Signature] [Signature]  
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ 90,000				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$ 90,000</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Budget Account No: Fund 4111 Department 121 Unit A187 Object 6101  
Reporting Category \_\_\_\_\_

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

Budget is available in the above referenced account for this purchase.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature]  
OFMB  
12/20/12  
[Signature]  
Contract Dev. and Control  
12-21-12 B. Wheeler

B. Legal Sufficiency:  
[Signature]  
Assistant County Attorney  
12/17/12

C. Other Department Review:  
\_\_\_\_\_  
Department Director

## PALM BEACH COUNTY – PURCHASE AND SALE AGREEMENT

Project: Runway 10L – West  
Parcel Number: W-302, W-303 & W304

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 Ninety Thousand Dollars and Zero Cents (\$90,000.00) (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.

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:

Christopher Poisson, Right of Way Project Manager  
Florida Department of Transportation  
3400 West Commercial Blvd., 3<sup>rd</sup> Floor  
Fort Lauderdale, FL 33309-3421  
Fax 954-777-4270

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 in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Seller, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, 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:

Maria Gutierrez

Maria Gutierrez  
(as to Seller)

Eveitt Wilson

Eveitt Wilson  
(as to Seller)

Attest:  
SHARON R. BOCK  
Clerk & Comptroller

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

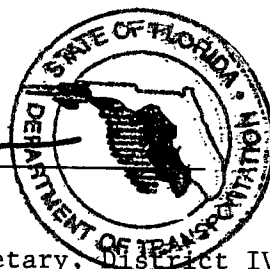
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

SELLER:

James A. Wolfe

James A. Wolfe, District Secretary, District IV  
Print Name/Title



Date of Execution by Seller: 11/2/2012

Lawrence J. [Signature]  
FDOT ATTORNEY

BUYER:

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

By: \_\_\_\_\_  
Steven L. Abrams, Chairman

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]  
Director of Airports

Exhibit "A"  
The "Property"

ALL OF LOTS 90 AND 91, A PORTION OF LOTS 89 AND 92 THROUGH 95, 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 FOOT WIDE SERVICE STREET ADJOINING AND LYING WESTERLY OF LOT 92 PER RESOLUTION RECORDED IN OFFICIAL RECORD BOOK 280, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 91; THENCE NORTH  $88^{\circ}43'24''$  WEST ALONG THE NORTH LINE OF SAID LOTS 91, 90 AND 89, A DISTANCE OF 16.317 METERS (53.53 FEET); THENCE SOUTH  $01^{\circ}28'35''$  WEST, A DISTANCE OF 33.576 METERS (110.16 FEET) TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36 AND THE SOUTH LINE OF SAID LOT 89; THENCE SOUTH  $88^{\circ}44'38''$  EAST ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF SAID LOTS 89, 90, 91, 95 AND SAID ABANDONED SERVICE STREET, A DISTANCE OF 26.148 METERS (85.79 FEET) TO A POINT ON THE LIMITED ACCESS RIGHT OF WAY FOR STATE ROAD 809 (MILITARY TRAIL) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2297971, SECTION NO. 93120-2553, AND A POINT ON A CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING OF NORTH  $03^{\circ}09'25''$  EAST; THENCE NORTHERLY ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1,369.500 METERS (4,493.10 FEET), THROUGH A CENTRAL ANGLE OF  $01^{\circ}11'18''$ , AN ARC DISTANCE OF 28.402 METERS (93.18 FEET) TO THE END OF SAID CURVE; THENCE NORTH  $88^{\circ}43'24''$  WEST, A DISTANCE OF 10.667 METERS (35.00 FEET); THENCE NORTH  $01^{\circ}30'23''$  EAST, A DISTANCE OF 5.180 METERS (16.99 FEET) TO THE POINT OF BEGINNING.

Exhibit "B"  
The "Deed"



27-SPD.04-08/99

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

Parcel No.: 217  
Item/Segment No.: 229797-1  
Section No.: 93120-2553  
Federal Project.: No.1002-010-P  
Managing District: Four  
S.R. No.: 80  
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 September 19, 2011, 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.

(NOTARIAL SEAL)

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

Exhibit "A"

Item/Segment No. 2297971  
(Section No. 93120-2553)  
11-17-04

Fee Simple Right of Way

Parcel No. 217    State Road 80    Palm Beach County    Description

All of Lots 90 and 91, a portion of Lots 89 and 92 through 95, 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 foot wide Service Street adjoining and lying Westerly of Lot 92 per Resolution recorded in Official Records Book 280, Page 27 of the Public Records of Palm Beach County, Florida, lying in Section 36, Township 43 South, Range 42 East, more particularly described as follows:

BEGIN at the Northeast Corner of said Lot 91; thence North  $88^{\circ}43'24''$  West along the North line of said Lots 91, 90 and 89, a distance of 16.317 meters (53.53 feet); thence South  $01^{\circ}28'35''$  West, a distance of 33.576 meters (110.16 feet) to a point on the North line of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 36 and the South line of said Lot 89; thence South  $88^{\circ}44'38''$  East along said North line and along the South line of said Lots 89, 90, 91, 95 and said abandoned Service Street, a distance of 26.148 meters (85.79 feet) to a point on the Limited Access Right of Way line for State Road 809 (Military Trail) as shown on the Florida Department of Transportation Right of Way map for Item/Segment No. 2297971, Section No. 93120-2553, and a point on a curve concave Easterly, having a chord bearing of North  $03^{\circ}09'25''$  East; thence Northerly along said Limited Access Right of Way line and said curve, having a radius of 1,369.500 meters (4,493.10 feet), through a central angle of  $01^{\circ}11'18''$ , an arc distance of 28.402 meters (93.18 feet) to the end of said curve; thence North  $88^{\circ}43'24''$  West, a distance of 10.667 meters (35.00 feet); thence North  $01^{\circ}30'23''$  East, a distance of 5.180 meters (16.99 feet) to the POINT OF BEGINNING.

Containing 837.3 square meters (9,013 square feet), more or less.

November 5, 2012

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

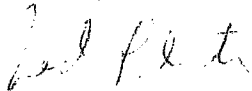
RE: Runway 10L-West  
Transmittal of Agreements  
Parcels W-302, W303 and W304  
Florida Department of Transportation

Dear Mr. Allen:

Enclosed please find the executed Agreements for the above referenced parcels owned by the Florida Department of Transportation. We are submitting this for your review and submittal to the Palm Beach Board of County Commissioners for final approval. The Florida Department of Transportation would like to be able to close these parcels by the end of 2012 if at all possible.

Please note that this property is vacant and there will be no relocation payments or advisory services associated with this parcel. If you have any questions, please do not hesitate to contact me at 561-818-3044.

Sincerely,



Ted Pluta, Vice President  
O. R. Colan Associates



**DEPARTMENT OF AIRPORTS  
Palm Beach County, Florida**

<b>OWNER:</b>	<u>Florida Department of Transportation Surplus Land</u>	<b>FDOT PARCEL:</b>	<u>W-302, W-303 and W-304</u>
<b>PROPERTY ADDRESS:</b>	<u>Military Trail and Bertram Street</u>	<b>OUR FILE:</b>	<u>PBI-9</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 the subject property by negotiations from the Florida Department of Transportation (FDOT). The intended user is Palm Beach County Department of Airports and the FDOT. 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 March 5, 2012 is \$90,000.

This estimate of market value is based upon an appraisal report prepared by Robert Banting, MAI, and Michael Brady of Anderson & Carr, Inc. Both appraisers are State Certified General Real Estate Appraisers.

The subject property is a vacant commercial site that contains 9,013 square feet. This area is based on a survey from Norman J. Howard. 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 Military Trail. The property is zoned CG-Commercial by Palm Beach County. The land use designation is HC/IND, Heavy Commercial/Industrial. The appraiser's opinion is that its highest and best use is to hold for future commercial development. The reviewer concurs with this opinion of highest and best use.

DEPARTMENT OF AIRPORTS  
Palm Beach County, Florida

OWNER: Florida Department of Transportation Surplus Land FDOT PARCEL: W-302, W-303 and W-304  
PROPERTY ADDRESS: Military Trail and Bertram Street OUR FILE: PBI-9

The appraisers based the market value estimate on the Sales Comparison Approach. This is the property approach for appraising vacant land with adequate data available. They utilized six comparable sales that occurred in 2010 and 2011. They adjusted the sales that occurred in 2010 down slightly for changing market conditions. Five of the six sales were considered to have superior locations because they had direct frontage to the adjacent primary artery. The subject has exposure to Military Trail but more circuitous access from Bertram Street. Only one of the sales was similar in size and the other five sales were adjusted up for size when analyzed on a price per square foot basis. After applying the adjustments the five sales indicated a range in values from \$7.49 per square foot to \$13.46 per square foot. The appraisers concluded to a value conclusion in the mid-range which is adequately supported by the data and analysis. This resulted in a site value of \$10.00 per square foot or \$90,000 (R).

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 March 5, 2012 is \$90,000.

April 3, 2012  
Date of Signature



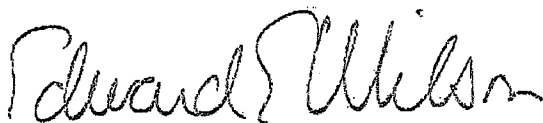
Edward E. Wilson, ASA, State Certified  
General Real Estate Appraiser #0000123, Review Appraiser

DEPARTMENT OF AIRPORTS  
Palm Beach County, Florida

OWNER: Florida Department of Transportation Surplus Land FDOT PARCEL: W-302, W-303 and W-304  
PROPERTY ADDRESS: Military Trail and Bertram Street OUR FILE: PBI-9

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

April 3, 2012

Date

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

COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS



Palm Beach International Airport  
GATEWAY TO

January 12, 2011

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: SURPLUS PROPERTIES  
SOUTHERN BOULEVARD AT MILITARY TRAIL (EAST SIDE)  
State Road No.: 80 (Southern Boulevard)  
County: Palm Beach  
PCN's: 00-42-43-36-13-000-0080  
00-42-43-36-13-000-0060

Dear Mr. Portera:

This letter is being sent to you in response to your email dated January 5, 2011, to O.R. Colan Associates, regarding the sale of the above referenced surplus property. Please be advised that Palm Beach County is interested in purchasing the above referenced parcels from the Florida Department of Transportation once funding is available. Please notify our office prior to the property being made available for public auction.

Palm Beach County owns the property located just north of these parcels and the intended use will be for Airport use. The first parcel, Lot 08, is approximately 0.50 acres. The second parcel, Lot 06, is approximately 0.50 acres as well. This information was obtained from the Palm Beach County Property Appraisers office. A copy of the warranty deed and the Property Appraiser maps are attached for the parcels.

The County is willing to pay fair market value for the parcel and should an agreement be reached between the two parties, it will be presented to the Palm Beach Board of County Commissioners for final acceptance.

If possible, we would like to hire the appraiser to appraise the properties. The appraisal will be prepared in accordance with FDOT standards and Federal Regulations. We will

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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January 12, 2011  
Page 2 of 2

have the appraisals reviewed by Gallion Wilson, who is an FDOT approved appraisal firm.

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

Attachments

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

COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS



Palm Beach International Airport  
G A T E W A Y T O

January 12, 2011

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: SURPLUS PROPERTIES  
SOUTHERN BOULEVARD AT MILITARY TRAIL (WEST SIDE)  
State Road No.: 80 (Southern Boulevard)  
County: Palm Beach  
PCN's: 00-42-43-36-08-000-0891  
00-42-43-36-08-000-0901

Dear Mr. Portera:

This letter is being sent to you in response to your email dated January 5, 2011, to O.R. Colan Associates, regarding the sale of the above referenced surplus property. Please be advised that Palm Beach County is interested in purchasing the above referenced parcels from the Florida Department of Transportation.

Palm Beach County owns the property located just west of these parcels and the intended use will be for Airport use. The first parcel, Lot 89, is approximately 0.07 acres. The second parcel, Lots 90, 91, and a portion of lots 92 through 95 are approximately 0.29 acres. This information was obtained from the Palm Beach County Property Appraisers office. A copy of the warranty deed and the Property Appraiser maps are attached for the parcels.

The County is willing to pay fair market value for the parcel and should an agreement be reached between the two parties, it will be presented to the Palm Beach Board of County Commissioners for final acceptance.

If possible, we would like to hire the appraiser to appraise the properties. The appraisal will be prepared in accordance with FDOT standards and Federal Regulations. We will

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January 12, 2011  
Page 2 of 2

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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

Attachments