

50-5  
Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 21, 2013	<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) adopt a Resolution authorizing the conveyance of the County’s interest in 0.41 acres of surplus property to Ingleby Farms, LLC (Ingleby Farms) for \$20,365.99, with reservation of mineral and petroleum rights, but without rights of entry and exploration pursuant to Florida Statutes, Section 125.35 (2);
- B) approve a Deposit Receipt and Contract For Sale and Purchase with Ingleby Farms; and
- C) approve a County Deed in favor of Ingleby Farms.

**Summary:** Ingleby Farms requested the conveyance of County-owned unimproved surplus property located west of Flying Cow Road, between Deer Path Lane and Norris Road in Rustic Ranches. The 0.41 acre property is approximately 30’ wide and 600’ in length, contains 18,023 sq. ft. and is a portion of a 0.91 acre parcel acquired by Tax Deed in June 2001. Due to the narrow width it can not be developed as a stand alone parcel and is only of use to the adjoining owner. It is located within the Village of Wellington’s municipal boundaries and has an assessed value of \$17,541.25. Ingleby Farms, the adjacent owner, has proposed a purchase price of \$20,365.99. Pursuant to Florida Statutes, Section 125.35 (2), the Board may effect a private sale of the parcel upon finding that the property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on such property. The subject property has been declared surplus and serves no present or future County purpose. Staff recommends the sale of this parcel as it will: i) lessen the County’s potential liability and maintenance responsibilities and ii) return the parcel to the tax roll. The County will retain mineral and petroleum rights in accordance with Florida Statutes, Section 270.11, without rights of entry and exploration. This sale must be approved by a supermajority vote (5 Commissioners).

**(PREM) District 6 (HJF)**

**Background and Policy Issues:** In June 2001, the County acquired the 0.91 acre property by Tax Deed. In July 2011, Ingleby Farms acquired property east of and adjacent to the County’s property; however, Ingleby Farms’ deed also included the County’s 0.41 acre as a scrivener’s error contained in previous deeds was never corrected. In an effort to correct this scrivener’s error, Ingleby Farms has offered to purchase the property for \$20,365.99, or \$2,824.74 above the assessed value. The subject parcel is an approximate 30’ wide x 600’ long strip of land and abuts the Ingleby Farms to the east and a drainage canal that runs north and south to the west.

(continued on page 3)

**Attachments:**

1. Location Map
2. Resolution
3. Deposit Receipt and Contract For Sale and Purchase with Ingleby Farms LLC
4. County Deed
5. Letter of request from Carol Montgomery dated September 28, 2012
6. Florida Statutes, Sections 125.35(2) and 270.11

Recommended By: <u>Ray Wolf</u>	4/27/13
Department Director	Date

Approved By: <u>[Signature]</u>	5/7/13
County Administrator	Date

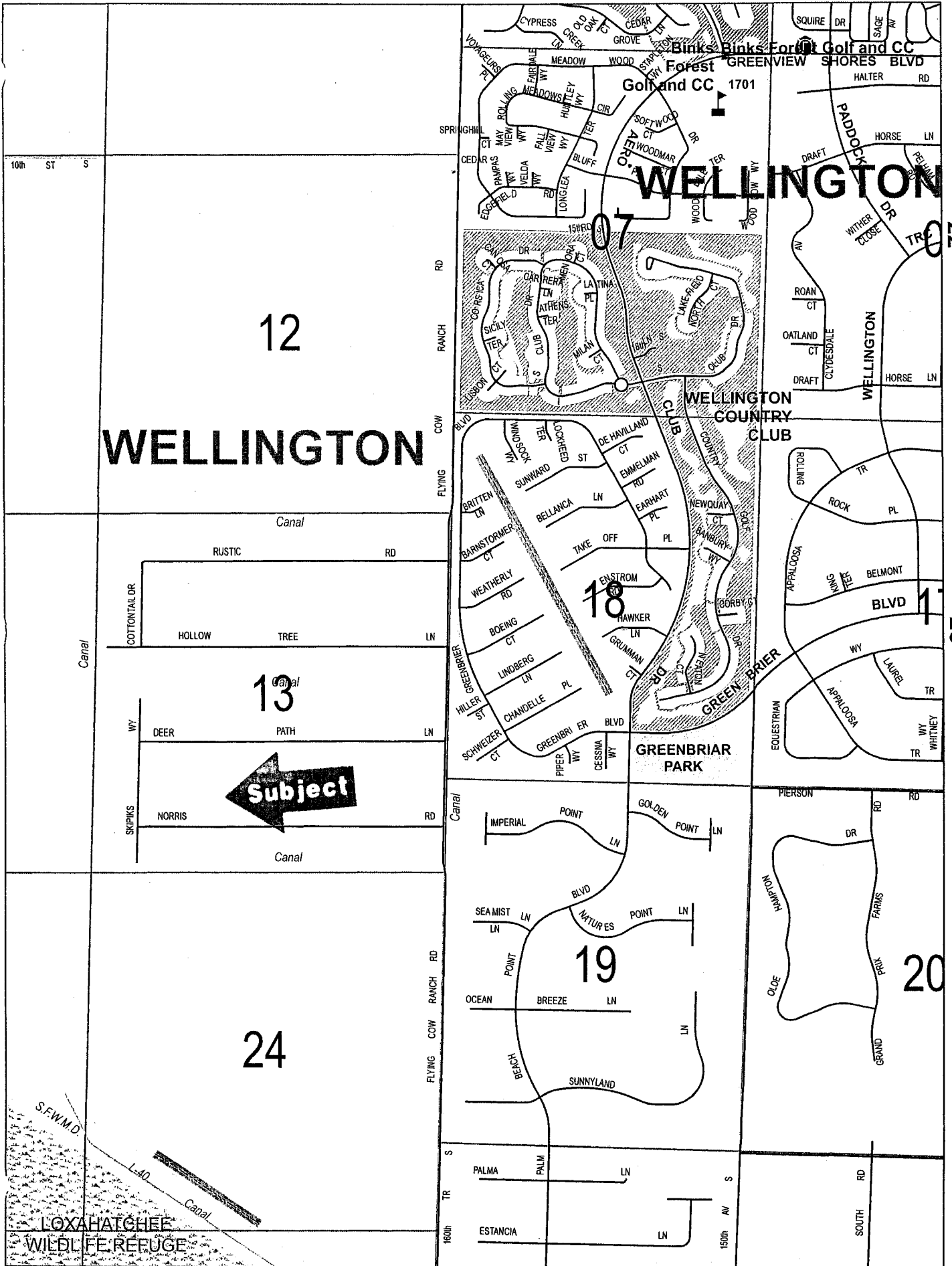


**Background and Policy Issues (cont.):** The canal has varying widths on both the east and west sides, creating narrow areas which makes it difficult for maintenance equipment to pass through. As such, the Village has requested an easement in order to maintain the drainage canal and Ingleby Farms has agreed to grant the Village, a 9' perpetual easement at no charge, post closing. The Property Appraiser's office has assessed the exiting total deed parcel at \$0.9733/sf, which multiplied by the .41 acres yields a calculated assessed value of \$17,541.25. Pursuant to the PREM Ordinance, an appraisal is not required as the parcel's value is less than \$25,000. Further, as the parcel's value is less than \$250,000, this transaction does not require review by the Property Review Committee.

A Disclosure of Beneficial Interests is provided indicating that Carol A. Montgomery is the Managing Member and owns 100% interest of Ingleby Farms.

R

Q



R

Q

LOCATION MAP

II

**RESOLUTION NO. 20\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO INGLEBY FARMS, LLC, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR TWENTY THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS and NINETY-NINE CENTS (\$20,365.99), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County owns a surplus parcel of real property containing 18,023 Sq. Ft. (0.41acres) located west of Flying Cow Road, between Deer Path Lane and Norris Road in Rustic Ranches; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that such property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on such property; and

**WHEREAS**, the Board of County Commissioners hereby finds that such property is of use only to the adjacent property owners due to its size, shape, location and value; and

**WHEREAS**, the Board desires to effect a private sale of such property to Ingleby Farms, LLC pursuant to Florida Statute Section 125.35(2); and

**WHEREAS**, pursuant to Florida Statute Section 270.11, Ingleby Farms, LLC has requested that such property be conveyed without reservation of and that the County release all 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, minerals, 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 Ingleby Farms, LLC for Twenty Thousand Three Hundred Sixty-Five Dollars and Ninety-Nine Cents (\$20,365.99) pursuant to the Deposit Receipt and Contract for Sale and Purchase and the County Deed attached hereto and incorporated herein by reference, the real property legally described in such Agreement and Deed.

**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 Steven L. Abrams, Mayor
- Commissioner Priscilla A. Taylor, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Shelley Vana
- Commissioner Mary Lou Berger
- Commissioner Jess R. Santamaria

The Mayor 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

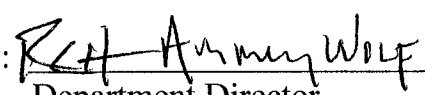
SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

By:   
Department Director

**DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

THIS AGREEMENT is made \_\_\_\_\_, by and between the Seller and the Buyer as follows:

SELLER: 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

BUYER: Ingleby Farms LLC.

ADDRESS: 16451 Norris Road, Wellington, FL 33470  
45-2658839  
(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

1. AGREEMENT TO SELL: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. PURCHASE PRICE: The purchase price of the Property shall be Twenty Thousand Three Hundred Sixty-Five Dollars and Ninety-Nine cents (\$20,365.99) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. Deposit: Buyer deposits herewith: Two Thousand Thirty-Six Dollars and Sixty Cents (\$ 2,036.60) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. Balance: The balance of the purchase price in the amount of Eighteen Thousand Three Hundred Twenty-Nine Dollars and Thirty-Nine cents (\$18,329.39) shall be payable at closing by locally drawn cashier's check, subject to proration's as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

3. 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 the Seller and the Buyer.

B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller 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 marketability, value and development potential of the Property.

C. Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer shall be responsible for paying all current and past due non ad valorem taxes. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. A: CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "C" 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. BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Buyer. Buyer 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 Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer 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: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

8. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

9. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his 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.

10. 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.

11. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

12. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

13. 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.

14. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

15. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

16. 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.

17. CHOICE OF LAW AND CONSTRUCTION: 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. 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.

18. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial 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 conducted pursuant to this Agreement.

20. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

21. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

22. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General. 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 audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

23. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

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:

[Signature]  
(Witness)

MIKE CIRILLO  
(Print name)

[Signature]  
(Witness)

H.C. STEVENS  
(Print name)

Date of Execution by Buyer:

APRIL 15, 2013

By: [Signature]

NAME: CAROL A MONTGOMERY

TITLE: MANAGING MEMBER

(Buyer")  
(SEAL)

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Date of Execution by Seller:

\_\_\_\_\_, 20\_\_

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

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

("Seller")

*(witness signatures are not required if contract terms will be satisfied within a year)*

Signed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Department Director

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR WELLINGTON DEERPATH/ INGLEBY FARMS/ MONTGOMERY

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 12667, PAGE 1222 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 598.76 FEET OF THE NORTH 605.85 FEET OF THE EAST 30.09 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.

#### SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE BEARINGS HEREON ARE GRID (NAD83/90) BEARINGS. BASED ON THE BEARING OF SOUTH 89°43'34" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA. SAID BEARING BEING SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PARCEL, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.
4. THIS INSTRUMENT WAS PREPARED BY CHARLIE R. BRECKEN, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.
5. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER.
6. PARCEL CONTAINS 18,023 SQUARE FEET/0.41 ACRES MORE OR LESS.

#### STATE PLANE COORDINATES

COORDINATES SHOWN ARE GRID  
 DATUM: NAD 1983, 1990 ADJUSTMENT  
 ZONE: FLORIDA EAST  
 COORDINATE SYSTEM: 1983 STATE PLANE TRANVERSE MERCATOR PROJECTION  
 ALL DISTANCE SHOWN ARE GROUND DISTANCES  
 SCALE FACTOR: 0.999999791  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
 ALL BEARINGS ARE GRID BEARINGS

#### SURVEYOR'S CERTIFICATION

I HERBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

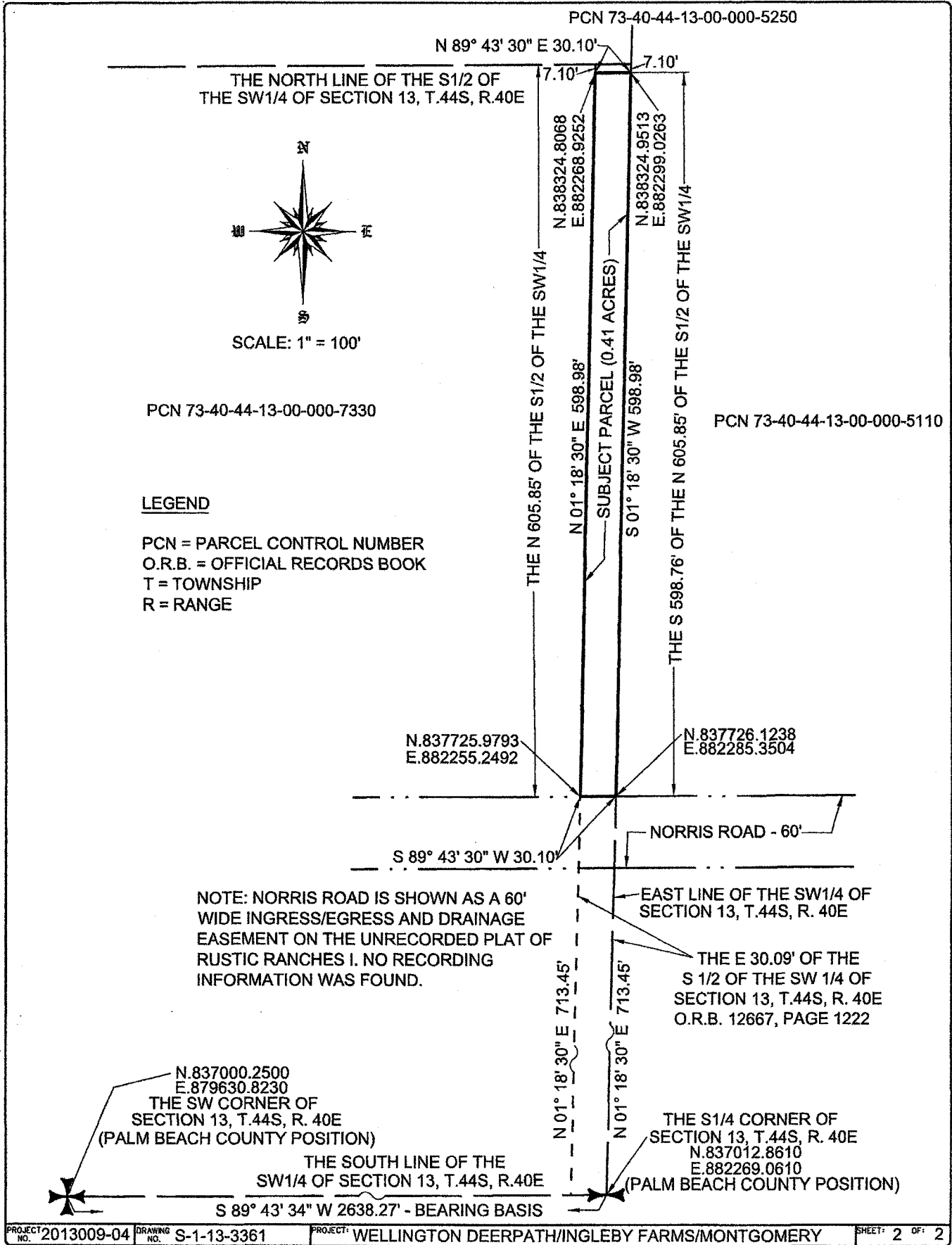
  
 CHARLIE R. BRECKEN, P.S.M. LS5763

3/26/2013  
 DATE

SHEET: 1 OF: 2 PROJECT NO. 2013009-04	PROJECT: <b>WELLINGTON DEERPATH/INGLEBY FARMS/MONTGOMERY (LEGAL &amp; SKETCH)</b>	SCALE: 1" = 100' APPROVED: CRB DRAWN: CRB CHECKED: GWM DATE: 03/21/2013	NO. _____ REVISION _____ BY _____ DATE _____	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS <b>ROADWAY PRODUCTION</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME: S-1-13-3361.DGN DRAWING NO.: S-1-13-3361	FIELD BOOK NO. _____		

*PAGE 1 of 2*

# EXHIBIT "A"



PAGE 2 OF 2

**EXHIBIT "B"**

**COUNTY DEED**

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

PCN: Portion of 73-40-44-13-00-000-7000  
Closing Date: \_\_\_\_\_  
Purchase Price: \$ \_\_\_\_\_

## 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 INGLEBY FARMS LLC, a Florida Limited Liability Company, whose legal mailing address is 16451 Norris Road Wellington, FL 33470 "Ingleby"

### WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof.

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.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor 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: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

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



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SURVEYOR'S CERTIFICATION

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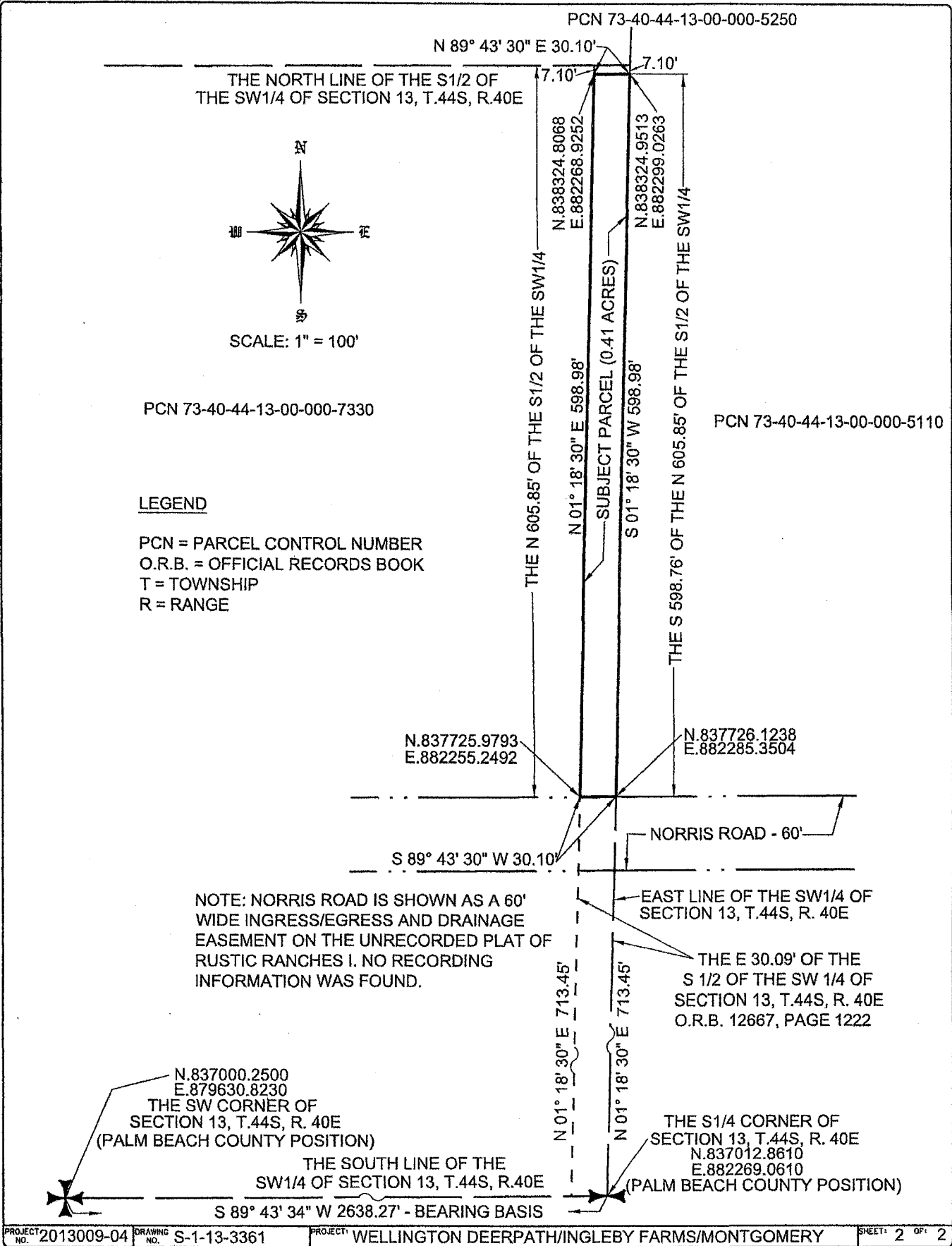
  
 CHARLIE R. BRECKEN, P.S.M. LS6783

3/26/2013  
 DATE

SHEET: 1 OF: 2 PROJECT NO.: 2013009-04	PROJECT: <b>WELLINGTON DEERPATH/INGLEBY FARMS/MONTGOMERY (LEGAL &amp; SKETCH)</b> DESIGN FILE NAME: S-1-13-3361.DGN DRAWING NO.: S-1-13-3361	DATE: 03/21/2013 DRAWN: CRB CHECKED: GJWA APPROVED: CRB SCALE: 1" = 100' FIELD BOOK NO.:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">REVISION</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p><b>PALM BEACH COUNTY</b>                  ENGINEERING AND PUBLIC WORKS                  ROADWAY PRODUCTION                  2300 NORTH JOG ROAD                  WEST PALM BEACH, FL 33411</p>
NO.	REVISION	BY	DATE									

PAGE 1 OF 2

# EXHIBIT "A"



*PAGE 2 OF 2*

**EXHIBIT "C"**

**AS-IS ACKNOWLEDGMENT**

**"AS IS" ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** is made this 15 day of APRIL, 2013 by INGLEBY FARMS LLC, a Florida Limited Liability Company, whose legal mailing address is 16451 Norris Road Wellington, FL 33470 ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

**WITNESSETH:**

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. R-2013-\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of Twenty Thousand Three Hundred Sixty-Five Dollars and Sixty-seven Cents (\$20,365.99), for 0.41 acre(s) of surplus land in the Village of Wellington located in Section 13, Township 44, Range 40, Palm Beach County ("Property"), and more particularly described as follows:

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

**WHEREAS**, the Agreement states that Buyer shall purchase 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, Buyer hereby acknowledges to Seller as follows:

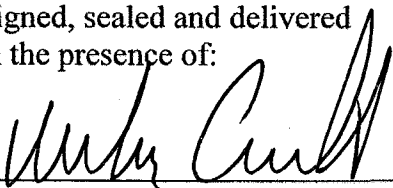
1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller'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 Buyer's intended use of the Property.

3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

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

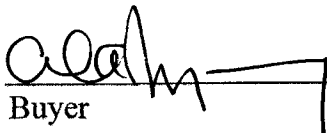
Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness Signature

Mike Cirillo  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Signature

HE STEVENS  
\_\_\_\_\_  
Print Name

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

CAROL A MONTGOMERY  
\_\_\_\_\_  
Print Name MANAGING MEMBER

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR WELLINGTON DEERPATH/ INGLEBY FARMS/ MONTGOMERY

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 12667, PAGE 1222 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 598.76 FEET OF THE NORTH 605.85 FEET OF THE EAST 30.09 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.

#### SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE BEARINGS HEREON ARE GRID (NAD83/90) BEARINGS. BASED ON THE BEARING OF SOUTH 89°43'34" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA. SAID BEARING BEING SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
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4. THIS INSTRUMENT WAS PREPARED BY CHARLIE R. BRECKEN, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.
5. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER.
6. PARCEL CONTAINS 18,023 SQUARE FEET/0.41 ACRES MORE OR LESS.

#### STATE PLANE COORDINATES

COORDINATES SHOWN ARE GRID  
 DATUM: NAD 1983, 1990 ADJUSTMENT  
 ZONE: FLORIDA EAST  
 COORDINATE SYSTEM: 1983 STATE PLANE TRANVERSE MERCATOR PROJECTION  
 ALL DISTANCE SHOWN ARE GROUND DISTANCES  
 SCALE FACTOR: 0.999999791  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
 ALL BEARINGS ARE GRID BEARINGS


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 CHARLIE R. BRECKEN, P.S.M. LS6763

3/26/2013

DATE

SHEETS: 1 OF: 2 PROJECT NO: 2013009-04	PROJECT: <b>WELLINGTON DEERPATH/INGLEBY FARMS/MONTGOMERY (LEGAL &amp; SKETCH)</b>	SCALE: 1" = 100' APPROVED: CRB DRAWN: CRB CHECKED: GVM DATE: 03/21/2013	NO. _____ REVISION _____ BY _____ DATE _____	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  <b>ROADWAY PRODUCTION</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME: S-1-13-3361.DGN DRAWING NO.: S-1-13-3361	FIELD BOOK NO.:		

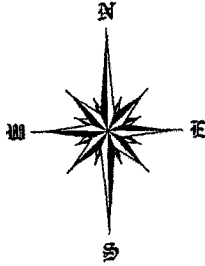


# EXHIBIT "A"

PCN 73-40-44-13-00-000-5250

N 89° 43' 30" E 30.10'

THE NORTH LINE OF THE S1/2 OF  
THE SW1/4 OF SECTION 13, T.44S, R.40E



SCALE: 1" = 100'

PCN 73-40-44-13-00-000-7330

PCN 73-40-44-13-00-000-5110

**LEGEND**

PCN = PARCEL CONTROL NUMBER  
O.R.B. = OFFICIAL RECORDS BOOK  
T = TOWNSHIP  
R = RANGE

THE N 605.85' OF THE S1/2 OF THE SW1/4

N 01° 18' 30" E 598.98'

SUBJECT PARCEL (0.41 ACRES)

S 01° 18' 30" W 598.98'

THE S 598.76' OF THE N 605.85' OF THE S1/2 OF THE SW1/4

N.837725.9793  
E.882255.2492

N.837726.1238  
E.882285.3504

NORRIS ROAD - 60'

S 89° 43' 30" W 30.10'

NOTE: NORRIS ROAD IS SHOWN AS A 60'  
WIDE INGRESS/EGRESS AND DRAINAGE  
EASEMENT ON THE UNRECORDED PLAT OF  
RUSTIC RANCHES I. NO RECORDING  
INFORMATION WAS FOUND.

EAST LINE OF THE SW1/4 OF  
SECTION 13, T.44S, R. 40E

THE E 30.09' OF THE  
S 1/2 OF THE SW 1/4 OF  
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O.R.B. 12667, PAGE 1222

N.837000.2500  
E.879630.8230  
THE SW CORNER OF  
SECTION 13, T.44S, R. 40E  
(PALM BEACH COUNTY POSITION)

THE SOUTH LINE OF THE  
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(PALM BEACH COUNTY POSITION)

S 89° 43' 34" W 2638.27' - BEARING BASIS

N 01° 18' 30" E 713.45'

N 01° 18' 30" E 713.45'

**EXHIBIT "D"**

**DISCLOSURE OF BENEFICIAL INTERESTS**

**BUYER'S 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, Carol A. Montgomery, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member of Ingleby Farms LLC, a Florida Limited Liability Corporation, (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 16451 Norris Road, Wellington, FL 33470

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 Buyer 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.

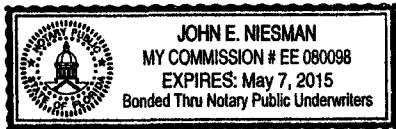
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

Carol A. Montgomery, Affiant  
Print Affiant Name: Carol A. Montgomery, Managing Member

The foregoing instrument was sworn to, subscribed and acknowledged before me this 15th day of April, 2013, by CAROL A. MONTGOMERY [X] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

John E. Niesman  
Notary Public  
John E. NIESMAN  
(Print Notary Name)



NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR WELLINGTON DEERPATH/ INGLEBY FARMS/ MONTGOMERY

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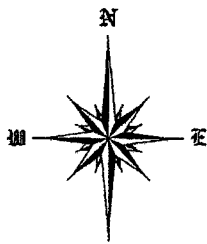
PROJECT NO. 2013009-04	SHEET 1 OF 2	PROJECT: <b>WELLINGTON DEERPATH/INGLEBY FARMS/MONTGOMERY (LEGAL &amp; SKETCH)</b>	SCALE: 1" = 100' DRAWN: CRB CHECKED: GWM DATE: 03/21/2013	NO. _____ REVISION _____ BY _____ DATE _____	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME: S-1-13-3361.DGN      DRAWING NO.: S-1-13-3361	FIELD BOOK NO. _____		

PAGE 1 OF 2

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SCALE: 1" = 100'

PCN 73-40-44-13-00-000-7330

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 (PALM BEACH COUNTY POSITION)

S 89° 43' 34" W 2638.27' - BEARING BASIS

*PAGE 2 OF 2*



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

PCN: Portion of 73-40-44-13-00-000-7000  
Closing Date: \_\_\_\_\_  
Purchase Price: \$ \_\_\_\_\_

## 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 INGLEBY FARMS LLC, a Florida Limited Liability Company, whose legal mailing address is 16451 Norris Road Wellington, FL 33470 "Ingleby"

### WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof.

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.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor 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: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

(OFFICIAL SEAL)

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR WELLINGTON DEERPATH/ INGLEBY FARMS/ MONTGOMERY

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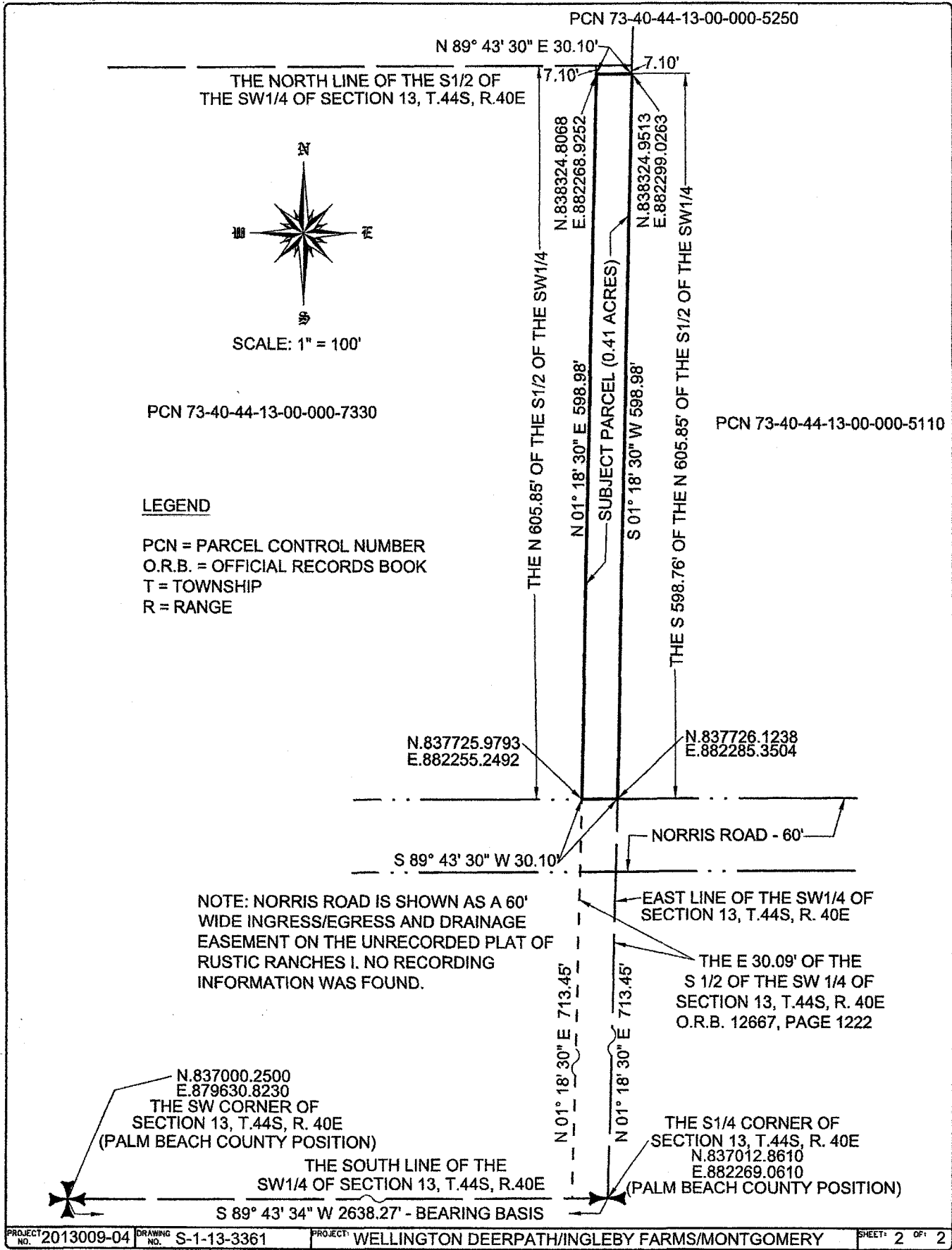
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PROJECT NO. 2013009-04	SHEET 1 OF 2	PROJECT: <b>WELLINGTON DEERPATH/INGLEBY FARMS/MONTGOMERY (LEGAL &amp; SKETCH)</b>	DATE: 03/27/2013 DRAWN: CRB CHECKED: GMM	NO. _____ REVISION _____ BY _____ DATE _____	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
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# EXHIBIT "A"



PAGE 2 OF 2

Carol Montgomery  
Ingleby Farms LLC  
1526 S Club Drive  
Wellington, FL 33414

RECEIVED

Mr. Richard Bogatin  
Property & Real Estate Management  
Palm Beach County  
2633 Vista Parkway  
West Palm Beach, FL 33411

CCT 01 2012

-- Delivered by hand --

September 28, 2012

Dear Richard:

Thank you for taking the time to speak with me by phone today. Per your request, here is my proposal to resolve my boundary dispute, albeit with apologies in advance if there is more background than required. My title insurance company's attorney doesn't seem to be resolving the confusion surrounding my western boundary, and so I thought I might contact your office directly to see if we might be able to resolve the situation without the lawyers, who have been working on this for almost a year!

If my proposal meets with your office's approval, I hope your office might then be able to settle definitively with the title company, and that I might be able to move on.

As you know, I purchased a 9.65 acre tree farm in Rustic Ranches – parcel 5110 – in July of 2011. Before deciding to purchase, I heard there was an available strip of land – parcel 7000 – owned by the County by way of tax deed – that I might be able to purchase to bring my total acreage to at least 10 acres, and therefore be in the position to sub-divide the parcel into two 5 acre lots – the minimum lot size for the area.

An inquiry to your office in May of 2011 by my real estate agent indicated that the 7000 parcel, aka “the strip”, was considered surplus property and that there was a process by which the land could be acquired once I had closed on the abutting property. Some time after purchasing the property – September 2011 -- I spoke to Mr. Bonde who holds positions with both Wellington and Pine Tree Water Management. He also confirmed the availability of the strip for purchase and inferred that he could help.

Around this time, I studied both parcels side by side to make certain I understood what the total acreage would be were I to purchase the surplus strip, and more specifically, what the set backs would be once the parcel became two five acre lots. During the process of comparing the two parcels, it became apparent that the “strip” – parcel 7000, or at least the portion north of Norris Rd – was totally contained within the borders of my parcel. In other words, that parcel 5110 and parcel 7000 shared the exact same western boundary line – or, that I already owned the “strip”; it was part of the 9.65 acres that I had purchased, and that the Title Company had insured.

Within 24 hours, my surveyor, JDC, confirmed this to be true. Further, he researched the history of the strip, and said that while the “strip” at one time had been separated out of the parcel south of Norris Road, that at no time had it been separated out of my 5110 parcel. He confirmed that my parcel's legal definition was sound, and consistent over time, and that indeed about .46 acres of the strip was part of the land that I purchased.

This meant two things to me:

1) That as the 9.65 gross acres that I had purchased included the estimated .46 acres of the strip, that there was no additional acreage to purchase so that I would not be able to bring my total acreage up to 10 acres, and that I would no longer be able to sub-divide into two 5 acre lots – a serious financial blow.

2) Further, that the northern portion of 7000 was owned in duplicate – by me within parcel 5110, and also as the entire strip, including the portion south of Norris, as parcel 7000, owned by Palm Beach county.

Given this discovery, I filed a claim with my title company who are working to resolve the problem by either purchasing back the land for me (even though I already own it!), or compensating me with a cash payment. I have spent a great deal of time working with Mr. Bonde to clarify and to correct the situation.

In my discussions with Mr. Bonde, it became apparent to me that he did not realize that there was an existing 50 foot easement that includes land on both the east side as well as the west side of the drainage ditch, and that in fact the 12 foot gate his crew uses and has used to access the ditch for maintenance falls within this 50 foot easement, on the east side. I believe he thought that the 7000 parcel strip started at the ditch and went east from there.

After much work on both sides, he reported that he needed contributions from my land only at two narrow points in the existing easement. I worked with my surveyor who carved out of my land the square footage to fulfill Mr. Bonde's request. I understand that Mr. Bonde rejected this as the newly created western boundary of the expanded easement was not a straight line, but "meandered" following the meandering line of the drainage ditch. However, this is through my lawyer working with the title company attorney, and not directly from Mr. Bonde.

I now offer this proposal.

Enclosed is a new survey that contributes enough land to the existing easement to increase the access on the eastern side of the ditch, and does it in a straight line to meet Mr. Bonde's most recent request.

To sum up my position:

I already own the northern portion of the strip that the Village of Wellington is laying claim to. I purchased parcel 5110 that includes about .46 acres "double counted" also as part of parcel 7000 acquired by tax deed by the county in 2001. Therefore I argue that this portion of the 7000 parcel is owned by me by being part of 5110, and as part of 5110 has not been in default of taxes.

A 50 foot drainage easement exists west of the shared 7000 and 5110 boundary which already includes land on either side of a drainage ditch, with existing access through a gate east of the ditch that is totally contained within the existing 50 foot easement.

None-the-less, I would like to support Mr. Bonde's request to increase the size of the easement to facilitate passage in the two narrow points. In addition, I am willing to increase the amount of land I will contribute to the existing easement in order to accommodate Mr Bonde's request that the expanded easement have a straight line for a boundary, hence the new survey, enclosed, proposing such.

I do not feel it is appropriate to contribute land from my tree farm that includes a row of mature oaks, cabbage palms and other trees. The strip shown in the survey goes to this line of trees in the most narrow point between my land and the ditch, and meets Mr. Bonde's request.

The attorney representing the title company is prepared to resolve the question of what is owed the County to resolve the matter in the most expeditious manner.

Enclosed is:

A survey proposing the straight strip of land to be added on to the existing 50 foot easement.

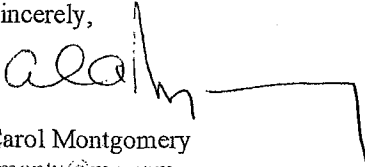
A survey of Rustic Ranches performed by Benchmark, April 10, 1978 which shows the existing 50 foot easement and my boundaries.

NB: To clarify the total net acreage I own, as the 30 foot strip fronting the property on Norris Rd is now dedicated to the Village of Wellington, I own 9.65 acres less this amount – or 9.21 acres. However, enclosed is a copy of a letter from the Village of Wellington making clear my right to claim 9.65 acres for planning and zoning purposes.

Please let me know if there is anything else you require to support the proposed resolution to the boundary dispute.

I do appreciate the time you continue to give to make my proposal understood.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carol Montgomery', followed by a horizontal line and a vertical line extending downwards.

Carol Montgomery  
[cmonty@me.com](mailto:cmonty@me.com)  
561-328-8521

## The Florida Senate

## 2012 Florida Statutes

<p style="text-align: center;"><u>TITLE XI</u>  COUNTY ORGANIZATION  AND INTERGOVERNMENTAL  RELATIONS</p>	<p style="text-align: center;"><u>CHAPTER 125</u>  COUNTY  GOVERNMENT</p>	<p style="text-align: center;"><u>VIEW ENTIRE CHAPTER</u></p>
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**125.35 County authorized to sell real and personal property and to lease real property.—**

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding the provisions of paragraph (a), the board of county commissioners is expressly authorized to:

1. Negotiate the lease of an airport or seaport facility;
2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or
3. Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 or s. 212.20;

under such terms and conditions as negotiated by the board.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of

their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

(a) Establishment of competition and qualification standards upon which disposition will be determined.

(b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.

(c) Identification of the form and manner by which an interested person may acquire county property.

(d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.

(e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.

(f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

**History.**—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402.

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## The Florida Senate

### 2012 Florida Statutes

<p style="text-align: center;"><b>TITLE XVIII</b> PUBLIC LANDS AND PROPERTY</p>	<p style="text-align: center;"><b>CHAPTER 270</b> PUBLIC LANDS</p>	<p style="text-align: center;"><a href="#"><u>VIEW ENTIRE CHAPTER</u></a></p>
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**270.11 Contracts for sale of public lands to reserve certain mineral rights; prohibition on exercise of right of entry in certain cases. —**

(1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths 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 interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

(2)(a) The Board of Trustees of the Internal Improvement Trust Fund may, in its discretion, sell or release any reserved interest or any portion thereof in or as to any particular parcel of land, and the State Board of Education may sell or release any such interest or any portion thereof which was reserved for said board pursuant to this section prior to September 1, 1967. Such sale or release shall be made on application of the owner of the title to the particular parcel of land with statement of reason justifying such sale or release.

(b) The right of entry in respect to any interest in phosphate, minerals, and metals or any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund or the State Board of Education is hereby released as to any parcel of property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.

(3) A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release.

(4) Any state agency, except a water management district, which receives royalties for parcels shall remit any such moneys into the General Revenue Fund, unless otherwise provided by law.

**History.**— ss. 1, 2, ch. 6159, 1911; RGS 1226; CGL 1771; s. 1095, ch. 19355, 1939; CGL 1940 Supp. 892(414); s. 1, ch. 26849, 1951; s. 1, ch. 59-220; s. 2, ch. 61-119; ss. 27, 35, ch. 69-106; s. 76, ch. 71-355; s. 1, ch. 86-205; s. 1, ch. 86-257; s. 9, ch. 2001-256.

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