

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10,460.00)*	-0-	-0-	-0-	-0-
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$10,460.00)*</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6422
 Program _____

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

Conveyance of this property will eliminate the County's ongoing maintenance and liability.

*\$8,800 purchase + \$1,660 (Shorr's retained deposit) = \$10,460.00

C. Departmental Fiscal Review: _____ *5.10.13*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *[Signature]* *6/3/13*
 Contract Development and Control *[Signature]* *6/3/13*

B. Legal Sufficiency:

[Signature] *6/5/13*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Policy Issues (cont.): On October 5, 2010, the Board approved the conveyance to the Town of Loxahatchee Groves of a 1.24 acre (access road) surplus parcel located within the Town's boundaries and a payment of \$5,000 to the Town to offset \$15,000 of clean up costs as estimated by the Town. At that time, Staff identified four more surplus parcels which included this 0.28 acre parcel and offered all four parcels to the Town. However, on January 12, 2011, Staff notified the Town that the subject 0.28 acre parcel would be retained by the County as it contained an error in the legal description, but the three remaining properties were still available. The Town has not pursued acquisition of those parcels. On August 19, 2011, Ms. Herzog, a past Town council member, requested information regarding the acquisition of the 0.28 acre parcel.

On March 13, 2013, Staff, in accordance with Florida Statutes, Section 125.35.(1.c), issued an RFB which was advertised in the Palm Beach Post on March 17th and 24th, and sent notices to the adjacent property owners. The RFB states the County makes no representations as to the accuracy of the legal description of the property, which is the legal description by which the property was conveyed to the County. Pursuant to the RFB, the buyer is solely responsible for taking whatever action is necessary to cure any defects in the legal description and title, will accept the property AS-IS and shall be responsible for payment of any current or past due non ad valorem property taxes.

On April 17, 2013, three bids were received: (i) Mr. Shorr offered \$16,600, together with a deposit of \$1,660, (ii) Ms. Carter offered \$8,800, together with a deposit of \$880; and (iii) Mr. & Mrs. Herzog offered \$5,050, together with a deposit of \$505.

Shortly after disseminating the bid results, Mr. Shorr contacted Staff to withdraw his bid. Mr. Shorr was advised that since his bid was the highest his deposit would be forfeited. On April 24th, Mr. Shorr submitted a letter withdrawing his offer and acknowledged the deposit forfeiture. Staff has learned that Mr. Shorr has a personal affiliation with Ms. Carter. Upon learning that Staff is recommending award to Ms. Carter, the Herzog's withdrew their bid and their deposit was returned.

In the interest of full disclosure, it should be noted that Ms. Carter is a County employee who works in the Facilities Development and Operations Department. Ms. Carter had no involvement in the formulation of bid specifications or the bid process. Staff does not believe that there are any ethical issues involved here as this was structured as an open, competitive, public bid. Previous RFB's for residential properties have included a 10% preference in the ranking of the bids for employees of the Board of County Commissioners, PBSO, County Clerk, Property Appraiser, Tax Collector, Supervisor of Elections and Palm Beach County School Board. No such preference was included in this RFB.

In an effort to save costs, Staff relied on the Property Appraiser's assessed value of \$12,798.00 for the 0.28 acres. Pursuant to the PREM Ordinance, an appraisal is not required as the parcel's value is less than \$25,000. Since 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 not required for this transaction as Ms. Carter is an individual representing herself.

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: Rebecca J. Carter
NAME (as you want it to appear on deed)

ADDRESS: 13201 Collecting Canal Rd.
Loxahatchee, Florida 33470

(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 Eight thousand eight hundred dollars (\$ 8800.00) 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: Eight hundred eighty dollars (\$ 880.00) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County Board of County Commissioners.

B. Balance: The balance of the purchase price in the amount of Seven thousand nine hundred twenty dollars (\$ 7920.00) shall be payable at closing by locally drawn cashiers check, subject to prorations 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 60 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.

D. Disclosure of Beneficial Interests: Buyer shall provide Seller with a current Buyer's Disclosure of Beneficial Interests at Closing.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: 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. Buyer specifically acknowledges that there may be an error in the legal description contained in the deed and that Buyer is solely responsible for correcting any such defect.

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. 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. 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.

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

21. 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.

22. 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.

Signed, sealed and delivered
in the presence of:

Jasmin Sundar
(Witness)

Jasmin Sundar
(Print name)

Shawn A. Bobo
(Witness)

Shawn A. Bobo
(Print name)

By: Rebecca J. Carter

NAME: REBECCA J. CARTER

TITLE: Individual

("Buyer")

(SEAL) OR
(SEAL) (corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Steven L. Abrams, Mayor
("Seller")

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

EXHIBIT "A"

(To the Deposit Receipt And Contract For Sale And Purchase)

LEGAL DESCRIPTION

N 100' of S 316' of N 120' of E 240' of TRACT 1, BLOCK F LOXAHATCHEE GROVES,
Sec. 17, Twp. 43, Rge. 41. THE ABOVE BEING THE REAL PROPERTY DESCRIBED
UNDER TAX CERTIFICATE NUMBER 106 IN THE TAX DEED RECORDED IN
OFFICIAL RECORD BOOK 2172, PAGE 812, PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA

EXHIBIT "B"

(To the Deposit Receipt And Contract For Sale And Purchase)

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: 41-41-43-17-01-601-0080
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 _____, a Florida _____, whose legal mailing address is _____, " _____".

WITNESSETH:

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

N 100' of S 316' of N 120' of E 240' of TRACT 1, BLOCK F LOXAHATCHEE GROVES, Sec. 17, Twp. 43, Rge. 41. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 106 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2172, PAGE 812, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (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 (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

EXHIBIT "C"

(To the Deposit Receipt And Contract For Sale And Purchase)

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____,
20__ by REBECCA J. CARTER ("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-
_____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,
for the sum of Eight thousand eight hundred dollars (\$ 8,800.00), 0.28
acre(s) of surplus land in the Town of Loxahatchee Groves located in Section 17,
Township 43, Range 41, 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 legal description for 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:

Shawn A. Bobo
Witness Signature

Shawn A. Bobo
Print Name

Jasmin Sunder
Witness Signature

Jasmin Sunder
Print Name

By: Rebecca J. Carter
Buyer

REBECCA J. CARTER
Print Name

By: _____
Buyer

Print Name

EXHIBIT "A"
LEGAL DESCRIPTION
(To the "AS IS" ACKNOWLEDGMENT)

N 100' of S 316' of N 120' of E 240' of TRACT 1, BLOCK F LOXAHATCHEE GROVES,
Sec. 17, Twp. 43, Rge. 41. THE ABOVE BEING THE REAL PROPERTY DESCRIBED
UNDER TAX CERTIFICATE NUMBER 106 IN THE TAX DEED RECORDED IN
OFFICIAL RECORD BOOK 2172, PAGE 812, PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA

EXHIBIT "D"

(To the Deposit Receipt And Contract For Sale And Purchase)

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

N/A – Buyer is an individual

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: 41-41-43-17-01-601-0080
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 Rebecca J. Carter, a single woman, whose legal mailing address is 13201 Collecting Canal Road, Loxahatchee, FL 33470 "Buyer".

WITNESSETH:

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

N 100' of S 316' of N 120' of E 240' of TRACT 1, BLOCK F LOXAHATCHEE GROVES, Sec. 17, Twp. 43, Rge. 41. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 106 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2172, PAGE 812, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in, and title in and to an undivided three-fourths ($\frac{3}{4}$) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ($\frac{1}{2}$) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

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)

Mr. Ross Hering, Director
Property & Real Estate Management
2633 Vista Parkway
West Palm Beach, Florida 33411

Dear Mr. Hering –

This letter is my official notification that I am withdrawing my bid for the property at 131st Street, Loxahatchee, Florida, RFB NO. 2013-101-RCB for .28 acres of vacant land.

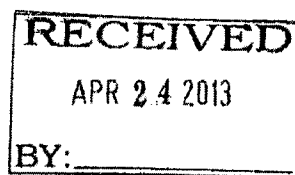
I understand that by withdrawing my bid which was the highest bid received that I agree to forfeit my deposit to Palm Beach County of \$1,660.00 as provided in the Deposit Receipt and Contract for Sale and Purchase.

Sincerely,

 4/23/13

Robert D. Shorr

cc: Richard Bogatin, Property Specialist-Property & Real Estate Management
County Attorney-Palm Beach County





**Facilities Development &
Operations Department
Property & Real Estate
Management Division**

2633 Vista Parkway
West Palm Beach, FL 33411-5605
(561) 233-0217
FAX: (561) 233-0210
www.pbcgov.com/fdo



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Mayor
Priscilla A. Taylor, Vice Mayor

Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

May 20, 2013

Mr. & Mrs. Hertzog
966 A Road
Loxahatchee, FL 33470

**Re: Withdraw of Bid and return of Deposit
RFB No. 2013-101-RCB 131 Street Loxahatchee
PCN: 41-41-43-17-01-601-0080**

Ms. Hertzog:

By signing below you confirm on May 17, 2013 you sent an e-mail electing to withdraw your bid and requested the return of your \$505.00 deposit.

Attached as requested: TD Bank Official Check #75398533-7
Dated April 9, 2013.

Sincerely,

Richard C. Bogatin
Property Specialist

x
Margaret A. Herzog

Date: 5/20/13

cc: Ross C. Hering, Director, PREM

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



75398533-7

RE:

MARGARET A HERZOG

DATE:

04/09/2013

52-0133
112

PAY TO THE
ORDER OF

PALM BCH COUNTY BD OF COUNTY COMMISSIONERS

\$505.00

Five Hundred Five AND 00/100



DRAWER: TD BANK, N.A.

[Handwritten Signature]
AUTHORIZED SIGNATURE



⑈753985337⑈ ⑆011201335⑆ 6265069404⑈

The Florida Senate

2012 Florida Statutes

<p>TITLE XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS</p>	<p>CHAPTER 125 COUNTY GOVERNMENT</p>	<p><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

TITLE XVIII PUBLIC LANDS AND PROPERTY	CHAPTER 270 PUBLIC LANDS	VIEW ENTIRE CHAPTER
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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.