

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 3, 2013

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Deposit Receipt and Contract for Sale and Purchase (Agreement) with Southern Investments Partnership, L.P. (Southern Investments) for the sale of a 10.73 acre parcel of County owned property known as Haverhill Linear Park, located in West Palm Beach for \$1,005,429; and

B) a County Deed in favor of Southern Investments with reservation of mineral and petroleum rights, but without rights of entry and exploration pursuant to Florida Statutes, Section 125.35(1)(c).

Summary: The County acquired a 24+/- acre parcel of land, commonly known as Haverhill Linear Park, from the Town of Haverhill in May 2007. The County parcel was a 210' wide strip of land extending from Belvedere Road to Southern Boulevard. The County donated the northern 11.8 acre portion of the property to the Boys and Girls Clubs, leaving approximately 10.73 acres of undeveloped property south of the LWDD L-4 Canal. The property is currently encumbered with a Conservation Easement and is also subject to mineral rights reservations, royalty interests and an oil, gas and mineral lease. The property was advertised for sale and an Invitation For Bids was issued in June 2013. Southern Investments submitted the only bid for \$1,005,429 (\$93,702 per acre). Southern Investments' bid amount for the County property is 19.5% higher than the price it paid for 58 adjacent acres purchased from Palm Beach Atlantic University in 2012. Staff obtained two appraisals of the property using an assumption that the property was not subject to the Conservation Easement. The appraisals valued the County property at \$1,450,000 (\$135,135/acre) and \$1,575,000 (\$146,785/acre). Staff obtained one appraisal valuing the County property as subject to the Conservation Easement at \$187,000 (\$17,428/acre). Staff believes that the appraisals reflect the range between; 1) the value of the property to Southern Investments for assemblage into its adjoining property; and 2) the value to the County for sale as a standalone parcel. Because of that significant variation and the fact that it is 19.5% higher than the price paid for adjacent property, Staff also believes that the bid price is very reasonable. On October 21, 2013, the Property Review Committee reviewed the proposed transaction and recommended the sale of the property to Southern Investments at its bid price. The property is being sold "As Is" and Southern Investments is responsible for paying all closing costs and any other costs associated with this transaction. The County will retain its existing mineral and petroleum rights, without rights of entry and exploration. **This sale must be approved by a supermajority vote (5 Commissioners).** Closing is to occur within 30 days of Board approval. (PREM) District 2 (HJF)

Background and Policy Issues: In 2003, the Town of Haverhill acquired a 210' strip of land extending from Belvedere Road to Southern Boulevard comprising 24 acres as a condition of approval of the Johnson P.U.D. near the S.W. corner of Belvedere and Jog Roads. The Johnson Property P.U.D. was issued a development order in 2002. As part of the approvals, the 24 acre parcel was approved as a TDR sending area, with 97 units. These 97 units were transferred to the Johnson/Terracina P.U.D. developed near the southwest corner of Jog and Belvedere Roads.

Continued on Page 3

Attachments:

1. Location Map
2. Deposit Receipt and Contract for Sale and Purchase
3. County Deed
4. Buyer's Disclosure of Beneficial Interests
5. Property Review Committee Recommendation

Recommended By: _____

Ann Marie Wolf
Department Director

11/15/13
Date

Approved By: _____

[Signature]
County Administrator

11/21/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$1,005,429)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1,005,429)</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund 0061 Dept 410 Unit 4240 Object 6422
 Program _____

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

This item will result in \$1,005,429.00 of unanticipated revenue. The Agreement requires Southern Investments to pay all costs of closing and any other costs associated with this sale.

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

C. Departmental Fiscal Review: _____ *[Signature]* 11-6-13

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Susan Murray 11/12/13
 OFMB *[Signature]* 11/8 *[Signature]* 11/12

A. J. Jacobson 11/20/13
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 11/21/13
 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.: As a condition of approval of the density transfer, the developer of the Johnson/Terracina P.U.D. recorded a Conservation Easement over the entire 24 acres. The Easement prohibits construction of buildings or other structures, removal of trees or vegetation, and excavation.

Initially, it was proposed that the 24 acre property be conveyed to the County, rather than the Town. The Haverhill Area Neighborhood Plan included a linear park on this property. Due to the fact that neither Parks and Recreation nor ERM desired to accept management responsibilities for the property, the Town agreed to accept the property. At the time, it was contemplated that the Town would annex westward to include this property, but that has not occurred. Subsequently, the Town questioned whether it could legally expend Town funds outside its municipal boundaries. In May of 2007, the County agreed to accept title to the property from the Town and thereafter explored the concept of developing affordable housing. However, the long, narrow configuration presents challenges to develop the property as a standalone parcel, compounded by the lack of density, the Conservation Easement and the minerals rights reservations.

In June 2010, (R2010-0936), the County donated the northern 11.8 acre portion of the property lying north of the LWDD L-4 Canal to the Boys and Girls Clubs of Palm Beach County. The 11.8 acres was released from the Conservation Easement and the Boys & Girls Clubs subsequently developed the Marjorie S. Fisher facility on the donated property. This donation left approximately 10.73 acres lying south of the canal undeveloped and remaining subject to the Conservation Easement.

Palm Beach Atlantic University purchased 58 acres adjoining the County's linear park property in 2002 for development of Recreational Fields to serve its students. In 2006, PBAU purchased 68 acres in the Hillcrest neighborhood from the County Department of Airports which allowed PBAU to develop its recreational fields much closer to its campus. Thereafter, PBAU sought to position its 58 acres in Haverhill for sale. In 2008, PBAU and the County conceptually agreed to exchange the County's linear park property lying south of the canal for 10 acres of PBAU's property lying north of the canal which was better configured for development purposes. PBAU sought and received a land use change for its property to Economic Development Center. The County joined in PBAU's application and the County property received an EDC land use. It was contemplated that the land use change on the County property would facilitate the exchange with PBAU.

Southern Investments purchased the PBAU property in 2012 for \$78,415 per acre. Southern Investments did not desire to pursue the exchange of property with the County and instead offered to buy the County's property.

Southern Investments is in a unique position to address the Conservation Easement and mineral rights. Development of its property will require significant mitigation/preservation of protected vegetation. In addition, a buffer from the adjoining residential properties will be required. The County's 210' strip of property can be utilized as a buffer and/or preserve area for Southern's development. The mineral rights reservations and Conservation Easement will not interfere with use as a buffer/preserve. Not doing the exchange with the County will also allow Southern to utilize the 10 acres lying north of the canal in satisfaction of preserve requirements, which would allow for transfer of the Conservation Easement, in whole or in part, to the 10 acres. Staff believes the County property provides significant benefit to Southern in meeting regulatory requirements associated with obtaining development approvals for its proposed development.

In an attempt to determine the value of the property to Southern Investments for its proposed use of the County property, Staff obtained 2 appraisals using a hypothetical assumption that the property is not subject to the Conservation Easement. Parrish & Edwards valued the property at \$1,450,000 and Callaway & Price valued the property at \$1,575,000. There is little question that this hypothetical assumption inflated the valuations over market value for sale as a standalone parcel.

Staff shared the results of the appraisals with Southern Investments and clearly conveyed the message that Staff was looking for a bid response that took into account the significant value of this property to Southern. While less than the appraised value, Southern's bid was 19% higher than the per acre price that Southern paid for its larger adjoining property.

Because Southern's bid price was less than 90% of the average appraised value and the appraisals utilized a hypothetical assumption, this transaction required review by the Property Review Committee (PRC). The PRC felt that the appraisals should have valued the property both with and without the hypothetical assumption that the property was not subject to the Conservation Easement. The PRC also questioned some of the comparable sales and the analysis of the impact of the mineral rights upon valuation. The PRC requested that a review appraisal be performed and that the review appraisal provide a value as subject to the Conservation Easement.

Staff obtained a review appraisal by S.F. Holden which questioned the comparable sales and the adjustments thereto, and indicated that more reliance should have been placed upon the comparable sale/purchase of the adjoining property by Southern Investments (\$78,415/acre). S.F. Holden also provided another appraisal of the property as subject to all existing encumbrances, including the Conservation Easement and mineral rights. The appraisal valued the property at \$187,000 (\$17,428/acre).

Staff provided the PRC with the additional appraisal information and the PRC recommended approval of the transaction at Southern Investments' bid price of \$1,005,429 (\$93,702/acre).

The Agreement with Southern Investments requires Southern to take title subject to all matters of record, including the Conservation Easement and mineral rights. Southern is also responsible for all closing costs. There are no contingencies to closing and closing must occur within 30 days or Southern will forfeit its \$100,000 deposit.

Southern Investments provided a Disclosure of Beneficial Interests of all parties holding a 5% or greater interest as:

9264-8534 Quebec Inc., 4545 Sherbrooke Street West, Westmount, Quebec H3Z 1E8	17.242%
• Simone Bistricher, 100%, 5505 Alpine, Cote St. Luc, Quebec H4V 2X2	
Alpine Holdings, Inc., 6761 West Indiantown Road, Jupiter, FL 33458	1%
• Simone Bistricher, 100%, 5505 Alpine, Cote St. Luc, Quebec H4V 2X2	
Sydney Swiebel, 3449 Avenue du Musée, Montreal, Quebec H3G 2C8	16.129%
Peter Veres, 3333 Graham, Suite 308A, Montreal, Quebec H3R 3L5	16.129%
Philip Friedman, 2021 Union, Suite 888, Montreal, Quebec H3A 2S9	8.065%
Jordan Aberman, 8300 Pic IX, Montreal, Quebec H1Z 4E8	8.065%
4THEFUTURE, LLC, 417 Goolsby Blvd., Deerfield Beach, FL 33442	8.065%
• Bruce Schreiber, 52%, 417 Goolsby Blvd., Deerfield Beach, FL 33442	
• Sherri Schreiber, 8%, 417 Goolsby Blvd., Deerfield Beach, FL 33442	
• Samantha Schreiber, 20%, 417 Goolsby Blvd., Deerfield Beach, FL 33442	
• Neil Schreiber, 20%, 417 Goolsby Blvd., Deerfield Beach, FL 33442	
Sam Drazin, 195 Eton Crescent, Hampstead, Quebec H3X 3K4	5.747%
Holzer Non Grantor Delaware Trust, c/o Northern Trust Securities, Inc., 1201 N. Market Street, Suite 1202, Wilmington, DE 19801 Attention: Ms. Alexis Borelli U.S. Trust	5.747%
• Shulamit Holzer, 100%, 2021 Union, Suite 888, Montreal, Quebec H3A 2S9	
Berkowitz Non Grantor Delaware Trust, c/o Northern Trust Securities, Inc., 1201 N. Market Street, Suite 1202, Wilmington, DE 19801 Attention: Ms. Alexis Borelli U.S. Trust	5.747%
• Tamara Berkowitz, 100%, 2021 Union, Suite 888, Montreal, Quebec H3A 2S9	

TWP 43

TWP 43

TWP 44

19

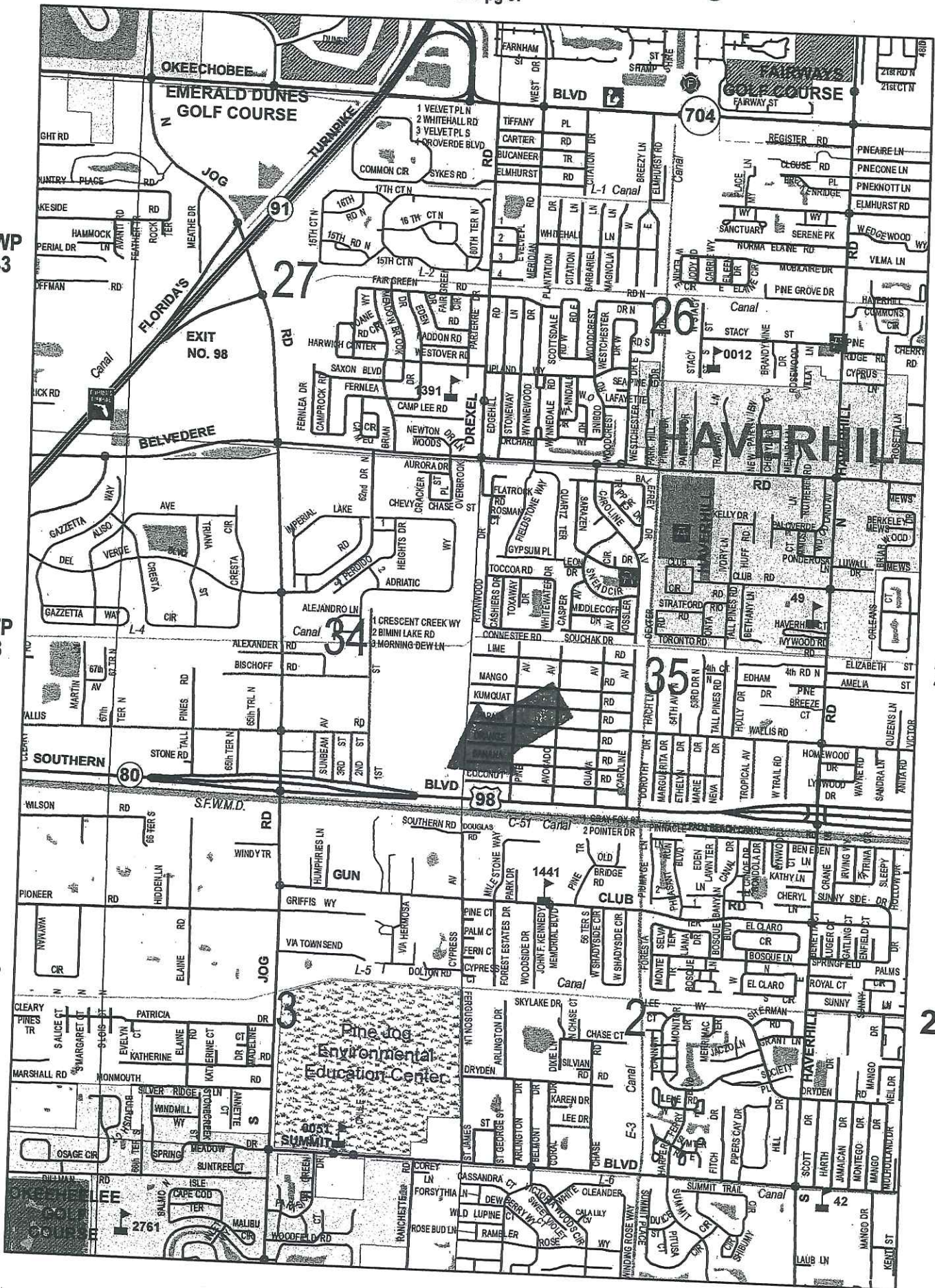
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RNG 42

See pg 79

RNG 42



II



DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made _____, by and between Seller and 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: Southern Investments Partnership, L.P., a Florida limited partnership

ADDRESS: 6761 W. Indiantown Road
Suite 29
Jupiter, FL 33458

38-3878400
(F.E.I.N.)

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 One Million Five Thousand Four Hundred Twenty Nine Dollars and No Cents (\$1,005,429.00) and shall be paid by wire transfer in the following manner:

A. Deposit: Seller acknowledges Buyer has deposited herewith One Hundred Thousand Five Hundred Forty-Two Dollars and Ninety Cents (\$100,542.90), representing ten percent (10%) of the total purchase price, as earnest money.

B. Balance: The balance of the purchase price in the amount of Nine Hundred Four Thousand Eight Hundred Eighty-Six Dollars and Ten Cents (\$904,886.10) shall be payable at Closing by wire transfer, subject to taxes as provided herein, plus closing costs and other associated costs.

Buyer is responsible for arranging any necessary financing. 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, Seller will deliver to Buyer a fully executed County Deed in the form attached hereto as Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall convey the Property with a reservation of mineral and petroleum rights, if any, held by Seller. 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: Buyer shall pay all costs of closing and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: Buyer agrees to pay all outstanding real estate taxes, if any, up to the year of closing. 2013 taxes are not payable until November 1, 2013, and Buyer assumes responsibility for payment of all of the 2013 real estate taxes. 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. Without limiting the foregoing, Buyer acknowledges that the Property is encumbered with a Conservation Easement, is subject to mineral right reservations, royalty interest rights, and an oil, gas and mineral lease.

5. A. Condition Of The Property: Buyer acknowledges that it has inspected the Property and agrees to accept the Property in its "AS IS CONDITION", and that 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 and interest in 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 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 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 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 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 Buyer.

8. DEFAULT: If 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 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 and ii) the actual damages that 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 Buyer, this Agreement shall be binding upon and inure to the benefit of Buyer, its legal representatives, heirs, successors or permitted 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 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 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 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:

Date of Execution by Buyer:
November 4, 2013

SOUTHERN INVESTMENTS
PARTNERSHIP, L.P., a Florida limited
partnership

By: Alpine Holdings, Inc., a Florida
corporation

Ferdj Laevens
(Witness)

It's General Partner:
By: [Signature]
Robert Blatt, President

FERDY LAESENS
(Print name)

("Buyer")

Dalia Rubiano
(Witness)

(SEAL)

DALIA RUBIANO
(Print name)

ATTEST:

Date of Execution by Seller: _____, 2013

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
, Chair

("Seller")

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

EXHIBIT "A"
To the Deposit Receipt And Contract For Sale And Purchase

LEGAL DESCRIPTION

The 210 foot strip of land east of Block 5, the Palm Beach Farms Co., Plat No. 3, Plat Book 2, Pages 45 -54, Public Records of Palm Beach County, Florida, being the east 210 feet of Section 34, Township 43 South, Range 42 East, Palm Beach County, Florida, lying south of the Lake Worth Drainage District's L-4 Canal Right-of-Way and north of the State Road 80 Right-of-Way.

PREPARED BY AND RETURN TO:
Margaret Jackson, Contract Analyst
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-34-00-000-5010
Closing Date: _____
Purchase Price: \$1,005,429.00

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", SOUTHERN INVESTMENTS PARTNERSHIP, L.P., a Florida limited partnership, whose legal mailing address is 6761 W. Indiantown Road, Suite 29, Jupiter, FL 33458, "Southern Investments".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Southern Investments, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Southern Investments, 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, County's interest in, and title in and to all the phosphate, minerals, and metals that are or may be in, on, or under the said land and 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 Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: 
Assistant County Attorney

EXHIBIT "A"
to COUNTY DEED

The 210 foot strip of land east of Block 5, the Palm Beach Farms Co., Plat No. 3, Plat Book 2, Pages 45 -54, Public Records of Palm Beach County, Florida, being the east 210 feet of Section 34, Township 43 South, Range 42 East, Palm Beach County, Florida, lying south of the Lake Worth Drainage District's L-4 Canal Right-of-Way and north of the State Road 80 Right-of-Way.

EXHIBIT "C"
To the Deposit Receipt And Contract For Sale And Purchase

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____, 2013 by Southern Investments Partnership, L.P., a Florida limited partnership ("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 _____, 2013 (Resolution No. R-_____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of One Million Five Thousand Four Hundred Twenty Nine Dollars and No Cents (\$1,005,429.00), 10.73 acres of surplus land in West Palm Beach, FL located in Section 34, Township 43, Range 42, 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. Additionally, Buyer

acknowledges that the Property is currently encumbered with a Conservation Easement, is subject to mineral rights reservations, royalty interest rights, and an oil, gas and mineral lease.

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:

SOUTHERN INVESTMENTS
PARTNERSHIP, L.P., a Florida limited
partnership

By: Alpine Holdings, Inc., a Florida
corporation

It's General Partner:

By: _____
Robert Blatt, President

("Buyer")

(SEAL)

(Witness)

(Print name)

(Witness)

(Print name)

EXHIBIT "A"
to "AS IS" ACKNOWLEDGMENT

LEGAL DESCRIPTION

The 210 foot strip of land east of Block 5, the Palm Beach Farms Co., Plat No. 3, Plat Book 2, Pages 45 -54, Public Records of Palm Beach County, Florida, being the east 210 feet of Section 34, Township 43 South, Range 42 East, Palm Beach County, Florida, lying south of the Lake Worth Drainage District's L-4 Canal Right-of-Way and north of the State Road 80 Right-of-Way.

EXHIBIT "D"
To the Deposit Receipt And Contract For Sale And Purchase
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, Robert Blatt, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

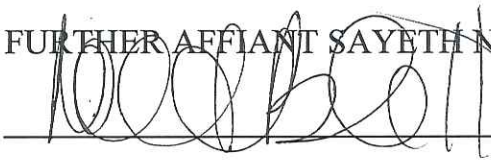
1. Affiant is the President of Alpine Holdings, Inc., general partner of Southern Investments Partnership, L.P., a Florida limited partnership (the "Buyer"), which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 6761 W. Indiantown Road, Suite 29
Jupiter, Florida 33458

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.
 _____, Affiant

Print Affiant Name: Robert Blatt

The foregoing instrument was sworn to, subscribed and acknowledged before me this 5th day of November, 2013, by Robert Blatt _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

 _____
Notary Public
T. Berman

(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 5/4/14

EXHIBIT "A"

PROPERTY

The 210 foot strip of land east of Block 5, the Palm Beach Farms Co., Plat No. 3, Plat Book 2, Pages 45 -54, Public Records of Palm Beach County, Florida, being the east 210 feet of Section 34, Township 43 South, Range 42 East, Palm Beach County, Florida, lying south of the Lake Worth Drainage District's L-4 Canal Right-of-Way and north of the State Road 80 Right-of-Way.

EXHIBIT "B"
BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

**SCHEDULE TO BENEFICIAL
INTERESTS IN *(Buyer)***

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
<u>9264-8534 Quebec Inc.</u>	<u>4545 Sherbrooke Street West, Westmount, Quebec, H3Z 1E8</u>	<u>17.242%</u>
• <u>Simone Bistricher, 100%</u>	<u>5505 Alpine, Cote St. Luc, Quebec, H4V 2X2</u>	
<u>Alpine Holdings, Inc.</u>	<u>6761 West Indiantown Rd., Suite 29, Jupiter, FL, 33458</u>	<u>1%</u>
• <u>Simone Bistricher, 100%</u>	<u>5505 Alpine, Cote St. Luc, Quebec, H4V 2X2</u>	
<u>Sydney Swiehel</u>	<u>3449 avenue du Musée, Montreal, Quebec, H3G 2C8</u>	<u>16.129%</u>
<u>Peter Veres</u>	<u>3333 Graham, Suite 308A, Montreal, Quebec, H3R 3L5</u>	<u>16.129%</u>
<u>Philip Friedman</u>	<u>2021 Union, Suite 888, Montreal, Quebec, H3A 2S9</u>	<u>8.065%</u>
<u>Jordan Aberman</u>	<u>8300 Pie IX, Montreal, Quebec, H1Z 4E8</u>	<u>8.065%</u>
<u>4THEFUTURE, LLC</u>	<u>417 Goolsby Blvd., Deerfield Beach, Florida 3344</u>	<u>8.065%</u>
• <u>Bruce Schreiber, 52%</u>	<u>417 Goolsby Blvd., Deerfield Beach, Florida 33442</u>	
• <u>Sherri Schreiber, 8%</u>	<u>417 Goolsby Blvd., Deerfield Beach, Florida 33442</u>	
• <u>Samantha Schreiber, 20%</u>	<u>417 Goolsby Blvd., Deerfield Beach, Florida 33442</u>	
• <u>Neil Schreiber, 20%</u>	<u>417 Goolsby Blvd., Deerfield Beach, Florida 33442</u>	
<u>Sam Drazin</u>	<u>195 Eton Crescent, Hampstead, Quebec, H3X 3K4</u>	<u>5.747%</u>
<u>Holzer Non Grantor Delaware Trust, c/o Northern Trust Securities Inc.</u>	<u>1201 N. Market Street, Suite 1202, Wilmington, DE 19801, Attention: Ms Alexis Borelli U.S. Trust</u>	<u>5.747%</u>
• <u>Shulamit Holzer, 100%</u>	<u>2021 Union, Suite 888, Montreal, Quebec, H3A 2S9</u>	
<u>Berkowitz Non Grantor Delaware Trust, c/o Northern Trust Securities Inc.</u>	<u>1201 N. Market Street, Suite 1202, Wilmington, DE 19801, Attention: Ms Alexis Borelli U.S. Trust</u>	<u>5.747%</u>
• <u>Tamara Berkowitz, 100%</u>	<u>2021 Union, Suite 888, Montreal, Quebec, H3A 2S9</u>	

Meeting Minutes
Palm Beach County Property Review Committee
October 21, 2013, 1:34 - 2:42 p.m.
PBC Operations and Support Center Conf. Room 1-W-55
2633 Vista Parkway, West Palm Beach, FL

I. Call To Order

Keith Williams, Chair of the PRC, called the meeting to order at 1:34 p.m.

II. Attendance

A. Roll Call Of Members

PRC Members present: Keith Williams, Kris Garrison, Kathy Evans, Thomas Barnhart and Neil Merin

PRC Member absent: None

County Staff present: Ross Hering, Howard Falcon, R. Eric McClellan and Mike Kennedy

B. Establish a Quorum: A quorum was established

C. Introduction of Public in Attendance: Brian Chegus, Coutleur & Hearing, Inc.

III. Agenda Approval

A motion was made by Mr. Merin and seconded by Ms. Evans to approve the 10/21/13 agenda as submitted.
Motion carried 5-0.

IV. Approval of Meeting Minutes re: September 9, 2013

A motion was made by Mr. Williams and seconded by Mr. Merin to approve the 9/9/13 Meeting Minutes.
Motion carried 5-0.

V. Announcements

A. Next Meeting November 18, 2013

Mr. Williams announced that the next scheduled meeting date is November 18, 2013 if there will be business for consideration by the PRC.

VI. Nominations and Elections

A. Chair of the PRC

Mr. Merin recommended Mr. Barnhart to serve as the Chair of the PRC. Seconded by Ms. Evans.

Motion carried 5-0.

B. Vice Chair of the PRC

Mr. Merin recommended Mr. Williams to serve as the Vice Chair of the PRC. Seconded by Ms. Evans.

Motion carried 5-0.

VII. Disclosure of Conflicts/Contact with County Representatives

Mr. Williams disclosed a contractual relationship with S.F. Holden, Inc. Mr. Williams also disclosed a recent conversation with Mr. Holden regarding general questions and the appraisal products prepared by S.F. Holden, Inc.

Ms. Evans disclosed a conversation with Mr. Holden prior to S.F. Holden, Inc. bidding on the appraisal products. Ms. Evans also questioned the disclosures that are to be made by the PRC.

Mr. Falcon stated that the PRC is to exercise caution in discussing with other member of the PRC items that will or may come before the PRC, and should refrain from such discussions. Mr. Hering stated that conversions with Staff relative to agenda items are to be disclosed pursuant to policy adopted by the PRC.

Mr. Merin disclosed a conversation with Mr. Hering regarding agenda item IX.

Mr. Barnhart disclosed his prior employment by Mr. Holden approximately years in the past.

VIII. Old Business

A. Disclosure of Beneficial Interests re: Haverhill Linear Park Property (IFB No. 2013-101-MJ)

Mr. Hering stated that the disclosure provided by Southern Investments Partnership, L.P. did not disclose down to the individual level for one of the entities involved in this transaction, and that staff will obtain further disclosure.

Mr. Merin reiterated that the Disclosure of Beneficial Interests form is to be provided to the PRC for all future transactions prior to presentation to the PRC.

Mr. Williams questioned if the individuals identified are compared against lobbyist registrations. Mr. Hering responded that had not been done but all requirements of

County ordinances had been fulfilled. Mr. Williams expressed satisfaction with the reply.

B. Appraisal Products re: Haverhill Linear Park Property

Mr. Williams stated that he had outstanding questions about methodology but that the reasoning behind the results was sound. He noted that the transaction involves no detriment to the County and that the assemblage value to the buyer is captured by the offering price. He concluded that there is no evidence of the proposal falling below fair market.

Mr. Merin stated that the adjacent property is the best comparable sale and that the offer exceeds that comparable. He concluded that the proposed transaction is for more than a fair price and a win-win for all.

Mr. Barnhart asked Ms. Evans to comment on the appraisal products. Ms. Evans responded that she is happy and that a solid analysis was yielded through the review appraisal. She concluded that the technique was proper although the probability of removing the Conservation Easement was left unanswered. Mr. Merin noted that the heavy reliance on the adjacent parcel is logical and that the buyer may not necessarily want the Conservation Easement to be removed.

Ms. Evans stated that appraisals need to be reviewed for accountability at the onset of the property review process, and suggested obtaining review appraisals as a standard practice.

Mr. Merin questioned if there was sufficient disclosure of the Beneficial Interests for the PRC to proceed. Mr. Williams expressed his thought that the information provided was sufficient. Mr. Hering suggested that the PRC recommend in favor of the transaction with a requirement that more detailed disclosure of beneficial interest down to the individual level be supplied prior to action by the BCC. Mr. McClellan identified individuals found to be affiliated with the identified entities and organizations.

Mr. Merin suggested that the PRC should recommend in favor of the transaction subject to the provision of further disclosure of the Beneficial Interests. Mr. Falcon clarified that to do so is not statutorily required but consistent with County policy.

Mr. Merin moved to recommend approval of the transaction subject to full disclosure of the Beneficial Interests and PRC review of same. Mr. Merin noted that the PRC would convene a meeting on November 18 if further discussion is necessary upon review of the Beneficial Interests. Seconded by Ms. Evans.

Mr. Barnhart questioned the abandonment of the Conservation Easement. Mr. Merin stated that the purchaser could do so upon taking title to the property. Mr. Williams responded that involvement by any third party interest in the easement would also be necessary in order to accomplish the abandonment.

Mr. Barnhart spoke of the CBRE listing of the adjacent property as referenced in the appraisal prepared by S.F. Holden, Inc. Ms. Evans questioned if that property is currently listed for sale. The bidder's representative, Mr. Chegus, responded that it is not listed to his knowledge as the proposed purchaser has been pursuing entitlements through the County's Zoning process for approximately four months. Ms. Evans then questioned the intent for the subject property. Mr. Chegus explained the EDC designation and affiliated conditions of approval, and noted that a mixed industrial project was proposed. Mr. Chegus further noted that a specific use for the subject property was under discussion as the entire project is being approached with a Master Plan rather than a specific Site Plan. Mr. Chegus also indicated that large format users are being sought with the assistance of the Business Development Board (BDB).

Mr. Hering explained that the appraisals were intended to assume that the Conservation Easement did not exist in order to elevate property value. Mr. Hering noted that options are available to accommodate the Conservation Easement elsewhere, and that easement precludes any rights to residential density on the property. Mr. Hering then explained that the adjacent property has a cost-effective approach to satisfy its requirement for mitigation of native vegetation, and that the appraisal approach attempted to derive a value to the owner of that adjacent property. Mr. Hering voiced objection to the assumption in the S.F. Holden appraisal that the Conservation Easement could not be lifted. Mr. Hering explained that to produce information that provides a basis for downward negotiation is not beneficial to the County. Mr. Hering stated that the ability to remove the Conservation Easement affects the value of the property, which was not addressed by S.F. Holden, Inc. Mr. Hering suggested that consideration must be given to the cost of gathering information.

C. PRC Recommendation(s) to BCC re: Value of Haverhill Linear Park Property

Mr. Barnhart called the question on the motion and second that the PRC recommend approval of the transaction subject to full disclosure of the Beneficial Interests and PRC review of same.

Motion carried 5-0.

IX. New Business

A. Discussion of Proposed Policy re: Market Exposure for Future Sales of PBC Real Estate

Mr. Merin provided staff direction to supply the PRC with information regarding current practices to market County property.

Mr. Williams departs at 2:24 p.m.

Mr. Merin stated that minimum marketing periods are appropriate for available County property, consisting of not less than 60 days for improved property and 60-90 days for unimproved property.

Ms. Garrison commented that extenuating circumstances can arise that may conflict with standard marketing periods.

Mr. Hering stated that staff would supply the PRC with a memo establishing minimum marketing periods, and that staff would advise the PRC of the rationale in any instance that varies from those minimum time periods.

Ms. Evans stated that the exposure and market times referenced in professional appraisals lend support to the comments by Mr. Merin.

Mr. Merin departs at 2:31 p.m.

Mr. Hering stated that the amount of time that property has been available and the number of interactions with interested parties and professionals must be given consideration, although minimum standards do make sense.

X. Public Comment

Mr. Cheguis expressed his pleasure to have been in attendance.

XI. Advisory Board Member Comments/Discussion

Ms. Evans mentioned that a review appraisal is always recommended to arrive at the best possible product. Ms. Evans suggested that the South Florida Water Management District may be able to offer such service.

Mr. Hering stated that two appraisals are often required per County ordinance. Mr. Hering suggested that one appraisal and one review appraisal be performed as is done for federal transactions.

Ms. Evans commented that the review appraisal proved to be valuable for the PRC's consideration of the Haverhill Linear Park property, and that such an appraisal should be used at the onset of all transactions as a procedural improvement. Mr. Hering responded that the capability of the South Florida Water Management District to assist in this regard will be explored. Mr. Barnhart stated that not every case will warrant a review appraisal.

XII. Adjournment

A motion was made by Ms. Garrison and seconded by Ms. Evans to adjourn the meeting at 2:42 p.m.
Motion carried 3-0.

Respectfully Submitted,

