

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$56				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$56				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 3401
 Program _____

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

* The City will pay \$1,236 in title policy expenses and the County will pay approximately \$56 in recording cost.

C. Departmental Fiscal Review: _____

[Signature] 8-4-14

*a. DiPietro 8/18/14
 FIAMO, OFMB
 In Re: Asset M06281*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB *[Signature]* 8/22/14

[Signature] 8/26/14
 Contract Development and Control
 8-25-14 [Signature]

B. Legal Sufficiency:

[Signature] 8/26/14
 Assistant County Attorney

C. Other Department Review:

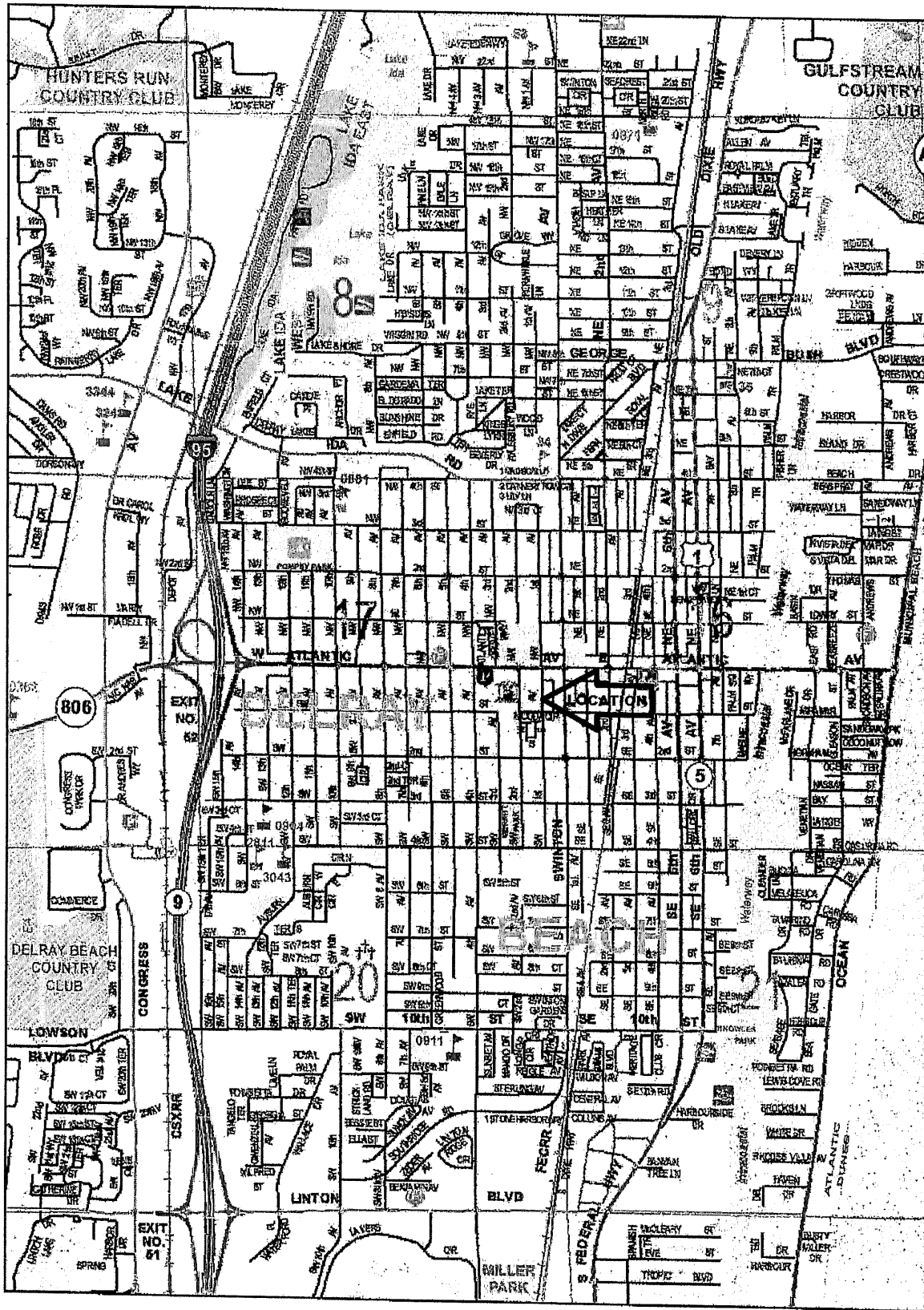
 Department Director

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

TWP 46

TWP 46

TWP 46



34

35

36

RNG 43

See pg 118

RNG 43

LOCATION MAP

II

Prepared by and Return to:
Christine Steiner, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411

Property Control Number: *Not assigned # - Adjacent to and south of 12-43-46-16-01-053-0010*

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED made and executed this 27th day of March, 2014, by the CITY OF DELRAY BEACH, FLORIDA, a Florida Municipal Corporation, whose legal mailing address is 100 NW 1st Avenue, Delray Beach, Florida 33444-2698, hereinafter called the "Grantor", in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter called the "Grantee".

WITNESSETH

That the said Grantor, for and in consideration of the sum of \$1.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

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

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereto duly authorized, this day and year first above written.

ATTEST:

By: Chevelle D. Nubin
Chevelle D. Nubin, City Clerk

Signed, sealed and delivered
in the presence of:

(Witness to both signatures)

Yolaina Ruiz
Witness Signature

Yolaina Ruiz
Print Witness Name

Kimberly Wynn
Witness Signature

Kimberly Wynn
Print Witness Name

GRANTOR:

THE CITY OF DELRAY BEACH, a Florida
Municipal Corporation

By: Cary Glickstein
Cary Glickstein, Mayor

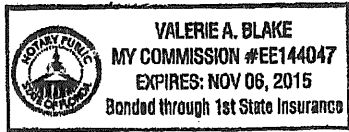
(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Terrell Rye
Interim City Attorney 3/24/14

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day
of April, 2014, as being executed by Cary Glickstein, as Mayor, who is
personally known to me or have produced _____, identification and who did (did not) take an
oath.



Valerie A. Blake
Notary Signature
Valerie A. Blake
Name

Commission No. EE144047

My commission expires: Nov. 06, 2015

Date: April 08, 2014

Exhibit "A"

North 8 feet of south 16 feet of Tract "A," South County Courthouse Complex Expansion Plat,
as recorded in the Plat Book 117, Page 11, Public Records of Palm Beach County, Florida.

RESOLUTION NO. 2014-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE CITY OF DELRAY BEACH, PURSUANT TO FLORIDA STATUTES, SECTION 125.38, WITHOUT CHARGE AND WITH MINERAL AND PETROLEUM RIGHTS RESERVATION WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Delray Beach, a Florida municipal corporation (“City”), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County convey .1055 acres of surplus real property to the City for use as a part of the City’s adjacent library property; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes; and

WHEREAS, pursuant to Florida Statutes, Section 270.11, the City has requested that such property be conveyed without reservation of and to release the 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, mineral, 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 the City, without charge and by County Deed attached hereto and incorporated herein by

reference, the real property legally described in such Deed, subject to a reverter clause in the event the property is not used for a library or City uses.

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

The Mayor thereupon declared the resolution duly passed and adopted this _____ day of _____, 2014.

PALM BEACH COUNTY, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

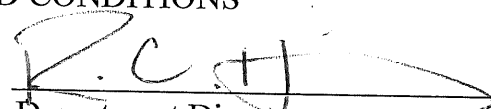
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Department Director

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

Exhibit "A"

(to Resolution)

PCN: 12-43-46-17-67-001-0000 (a portion of)

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, party of the first part ("County"), and CITY OF DELRAY BEACH, FLORIDA, a Florida Municipal Corporation, whose legal mailing address is 100 NW 1st Avenue, Delray Beach, Florida 33444-2698, party of the second part ("City").

WITNESSETH:

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

See Exhibit "A" (the "Property") attached hereto and made a part hereof.

Reserving, however, unto party of the first part, 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 party of the first part hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

This conveyance is made by County on the expressed conditions that the use of the Property shall be restricted to library and customary ancillary uses. In addition, provided the Property is being utilized for library purposes, the City may use the Property for other municipal purposes which: 1) do not increase or modify the traffic and internal circulation patterns within the adjacent County parking garage or on rights-of-way adjacent to the South County Courthouse; and 2) do not violate the County's tax-exempt bond restrictions. Additionally, in the event that the lease between the City and Delray Beach Public Library, a Not for Profit Florida Corporation ("Library") is terminated (except for termination of the lease in the event that the Library purchases the Property from the City), the City may request

to use the Property for City operations or to lease the Property to a non-City entity, provided that the proposed use does not have additional impacts on the parking and internal circulation beyond that which results from use by the Library, and such proposed use does not violate the County's tax-exempt bond restrictions; and, if any of the above use restrictions or conditions are violated as to all or any part of the Property, then at County's option, exercisable by written notice to City at any time following such violation, which notice sets forth the nature of the violation, and further provided that if the violation is not corrected to County's reasonable satisfaction within thirty (30) days of the date of receipt of the notice, then all right, title and interest in and to the Property and to any improvements thereon, will revert to and revest in County, as fully and completely as if this instrument had not been executed, and County shall be entitled to immediate possession thereof.

IN WITNESS WHEREOF, the said party of the first part 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: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

Exhibit "A"

South 16 feet of Tract "A," South County Courthouse Complex Expansion Plat, as recorded in the Plat Book 117, Page 11, Public Records of Palm Beach County, Florida.

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

PCN: 12-43-46-17-67-001-0000 (a portion of)

COUNTY DEED

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WITNESSETH:

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IN WITNESS WHEREOF, the said party of the first part 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: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

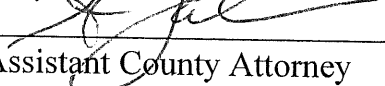
By: 
Assistant County Attorney

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