

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS REVISD
AGENDA ITEM SUMMARY

Meeting Date: October 7, 2014 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations
For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement for Donation of Real Property with Rowan Construction-PSL, Inc. ("Rowan"), and G.L. Homes of Florida II Corporation ("GL") providing for the donation to the County of approximately 20 acres of land in the NW portion of the Ag Reserve.

Summary: This 20 acre parcel of land is located west of 441 and North of Boynton Beach Boulevard. The property has an assessed value of \$158,165. It is surrounded on 3 sides by the 100 acre County owned Butts property which was acquired through a donation agreement similar to this Agreement. ERM plans to use the combined 120 acres for water resource and wetlands restoration and an expanded buffer to the Loxahatchee National Wildlife Refuge. Pursuant to this Donation Agreement, GL will pay Rowan \$1,608,800 for the 20 development rights attributable to this property, Rowan will convey the property to the County without charge and GL will have the right to include the property as a Preservation Area within future 60/40 Ag Reserve PUD's which GL intends to develop East of U.S. 441/State Road 7. Closing will occur within 30 days of approval of this Agreement. There is a long history of code and permit enforcement actions against this property stemming from failure of Rowan to complete the reclamation plan required by County development orders and SFWMD permits for mining operations. Rowan will pay approximately \$37,900 to satisfy an existing code enforcement lien and will contribute \$50,000 towards the cost of long term maintenance. The County will assume responsibility for non-compliance with said approvals and permits. ERM is confident that there is minimal risk to the County in assuming this responsibility as the Butts property had similar issues, enforcement has never been pursued, and ERM will ultimately address some elements of the reclamation plan as part of ERM's restoration efforts. (PREM) District 6 (HJF)

Background and Policy Issues: The donation of this 20 acre parcel squares out the boundaries of County's 100 acre Butts property, thereby removing the potential for conflicting uses. The combined 120 acre parcel was previously excavated/mined. It is essentially a large lake. ERM performed environmental assessments of the property in conjunction with the acquisition of the Butts property and does not believe that additional assessment work is necessary, although the Donation Agreement affords the County the opportunity to perform additional assessment.

Continued on page 3

- Attachments:**
1. Location Maps
 2. Donation Agreement
 3. Disclosure of Beneficial Interests

Recommended By: [Signature] Department Director Date: 9/15/14

Approved By: [Signature] County Administrator Date: 10/6/14

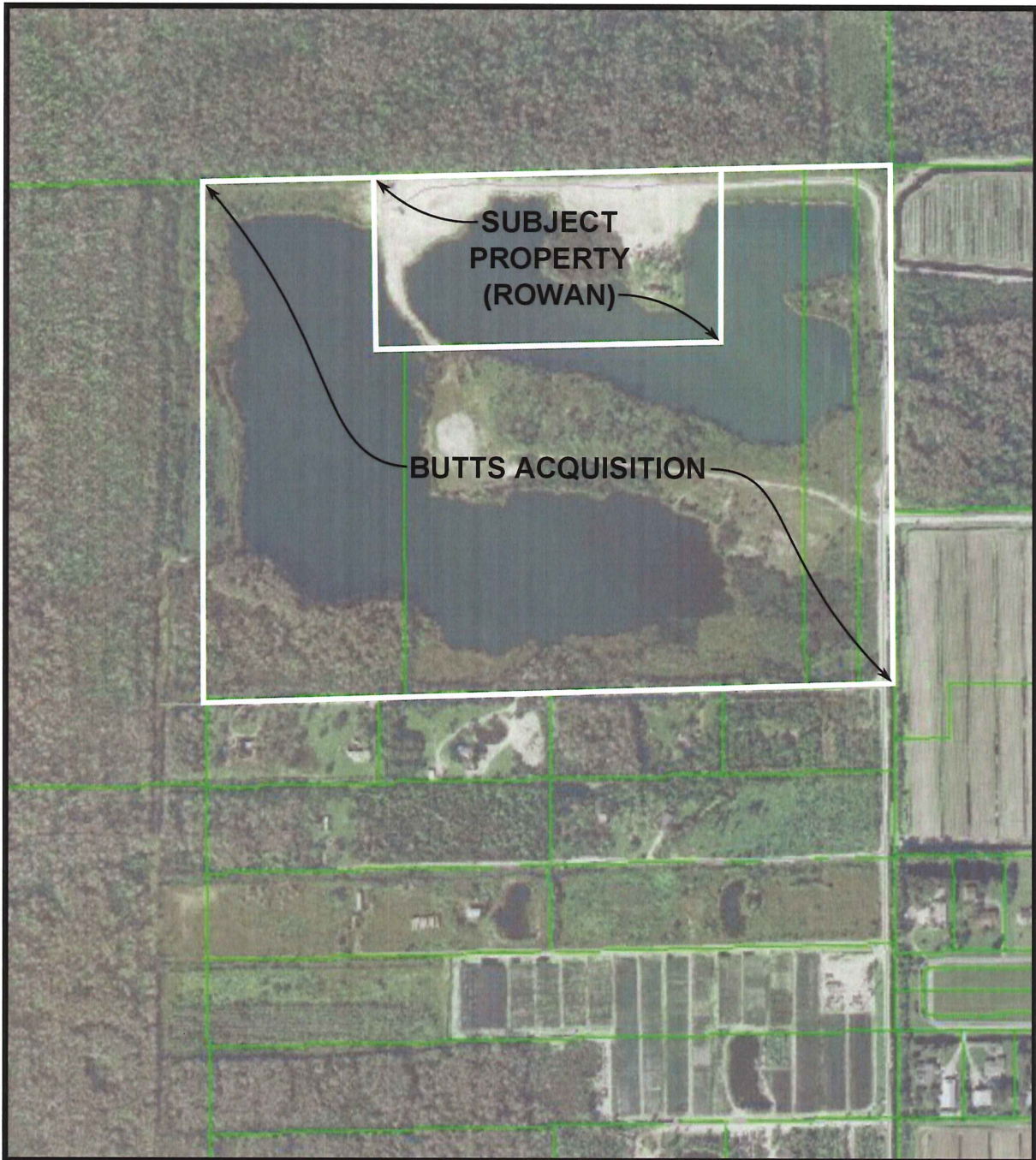
Page 3

Background and Policy Issues Continued: Rowan is obligated to provide the County with a survey and title work evidencing marketable title prior to closing. The Donation Agreement requires Rowan to satisfy all liens and other encumbrances against the property, including an existing code enforcement lien in the amount of \$37,900. Closing will occur within 30 days of approval of this Donation Agreement.

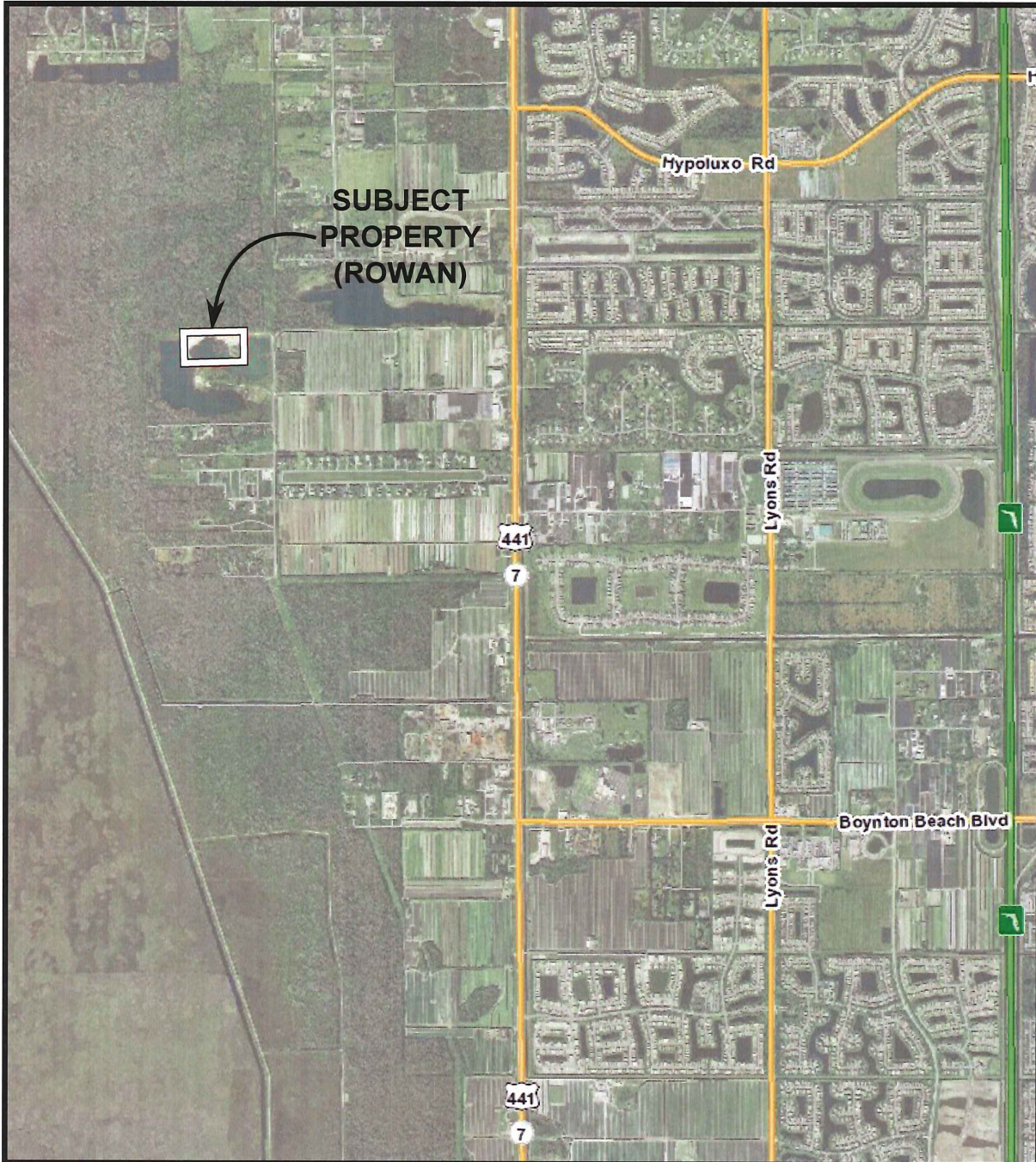
The Agreement delegates authority to the County Administrator or his designee to sign such contracts, applications, plats and conservation easements as may be required by GL to obtain its development approvals and permits in creating an Ag Reserve PUD which includes the property as a Preservation Area.

At closing, Rowan will make a \$50,000 payment to the County to offset the long term maintenance expenses for the property in accordance with Board Policy adopted on July 11, 2006 (Agenda Item 7C-1).

LOCATION MAP



LOCATION MAP



**AGREEMENT FOR
DONATION OF REAL PROPERTY**

THIS AGREEMENT FOR DONATION OF REAL PROPERTY (the "Agreement") is made and entered into by and between ROWAN CONSTRUCTION-PSL, INC., a Florida corporation, whose mailing address is 10455 South 85th Street, Vero Beach, Florida 32967 ("Donor"), PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 N. Olive Avenue, West Palm Beach, Florida 33401 (the "County") and G.L. HOMES OF FLORIDA II CORPORATION, a Florida Corporation, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Developer").

WITNESSETH:

WHEREAS, Donor represents that Donor is and at the time of Closing (as hereinafter defined), will be the owner in fee simple of that certain real property located in the County of Palm Beach, State of Florida, consisting of approximately 20.110 contiguous acres of land, more or less, as legally described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, Donor and County are aware that Developer, in accordance with the Unified Land Development Code of Palm Beach County, Florida (as the same may be amended from time to time, the "Code") and the Palm Beach County Comprehensive Plan (as the same may be amended from time to time, the "Comprehensive Plan"), intends to develop a 60/40 Agricultural Reserve Planned Unit Development (as "AGR-PUD") on land(s) located east of State Road 7 that Developer or one or more of its affiliate(s) owns or will own and develop for residential purposes within the portion of the County commonly referred to as the "Agricultural Reserve" (such lands or portions thereof so developed by Developer or one or more of its affiliates are referred to herein as a "Development Area"); and

WHEREAS, in accordance with the Code and the Comprehensive Plan, Developer or one or more of its affiliate(s) desires and intends to utilize the Land as a portion of its "Preservation Area" for a Development Area; and

WHEREAS, Developer desires County to provide consent to apply for use of the Land as a Preservation Area in connection with Developer's or one or more of its affiliates' Development Area of a future AGR-PUD; and

WHEREAS, Developer and Donor have entered into an Agreement for Transfer of Development Rights, providing for, among other things, transfer of all of the development rights (a/k/a cluster units) to develop one residential unit per acre from the Land (the "Transfer Agreement"); and

WHEREAS, the County is desirous of causing the Land to be donated to the County for purposes of a conservation area and/or wildlife preserve and such donation could not occur unless the Developer pays Donor simultaneous with the Land being donated to the County, the sum of approximately One Million Six Hundred Eight Thousand Eight Hundred and No/100 (\$1,608,800) Dollars (the "Transfer Agreement Purchase Price") for the 20.110 cluster units associated with the Land when Developer creates its 60/40 AGR-PUD, pursuant to the terms, but subject to the conditions, of the Transfer Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by each party hereto from the other party hereto, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **AGREEMENT FOR DONATION AND CONVEYANCE.** In consideration of the mutual promises and obligations stated herein, concurrently with the closing with the Developer pursuant to the Transfer Agreement, Donor shall convey to the County, its successors and assigns, at no cost to the County, its successors and assigns, and the County agrees to accept, all of Donor's right, title and interest in and to the Land, together with all beneficial easements and appurtenances to the Land (collectively with the Land, the "Property") in accordance with the provisions of this Agreement, but subject to the Developer's rights to the 20.110 cluster units for a Development Area of an AGR-PUD. The Property shall be donated in "as-is" condition without warranty either express or implied (except as to title) and without recourse as to the Donor, Developer or any AGR-PUD of the Developer or one or more of its affiliates. This Agreement is specifically conditioned upon the purchase of 20.110 cluster units by the Developer from the Donor and payment at the closing thereof of the Transfer Agreement Purchase Price to Donor pursuant to the Transfer Agreement.
3. **ENVIRONMENTAL SITE ASSESSMENT.** County may prepare an environmental site assessment of the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4). If the County elects to perform an environmental site assessment, then such site assessment shall be completed before Closing.
4. **HAZARDOUS MATERIALS.** In the event that the environmental site assessment provided for in paragraph 3 confirms the presence of Hazardous Materials on the Property, County, at its sole option, may elect to terminate this Agreement and no party shall have any further obligations under this Agreement.
5. **SURVEY.** Donor and/or Developer shall, no later than **21** days prior to Closing, deliver to County a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida which meets the Minimum Technical Standards as defined in Florida Administrative Code Chapter 610-17-6, and conforms to

the Florida State Plane Coordinate System North American Datum 83-90 as prescribed by Palm Beach County (the "Survey"). The Survey shall be certified to County and the title insurance company and the date of certification shall be within 90 days before the date of Closing, unless this 90 day time period is waived by County and by the title insurance company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any matter which is unacceptable to the County, then the County in its sole discretion may elect to reject the donation of the Property any time prior to Closing by and between the Donor and the Developer.

6. TITLE INSURANCE. Donor shall, at its sole cost and expense and at least **21** days prior to Closing, furnish to County a marketable title insurance commitment from a title agent selected by Donor, to be followed after Closing by an owner's marketable title insurance policy (ALTA Owner's Title Insurance Policy (6/17/06) with Florida modifications) from a national title insurance company selected by Donor, insuring marketable title of County to the Property in the amount of \$400,000.00. Notwithstanding anything to the contrary contained in this Agreement, the following items shall be satisfied and taken care of by Donor at or prior to Closing: (i) any Schedule B-1 requirements related to Donor's authority to convey title to the Property to the County, (ii) all such actions as are necessary to have deleted all of the Schedule B-2 Standard Exceptions from the title insurance commitment, (iii) all liens and encumbrances affecting the Property which can be removed at the time of Closing by payment of a liquidated amount (including, without limitation, mortgage liens and code enforcement and related fines [other than, in accordance with paragraph 28 of this Agreement, any such fines or monetary penalties related to the Water Management District Plan of Reclamation]), and (iv) any matters affecting title to the Property first appearing after the effective date of the title commitment other than those contemplated to be recorded in connection with this Agreement and/or the Transfer Agreement.

7. DEFECTS IN TITLE. If the County prior to Closing determines that the title is unacceptable to the County for any reason then, the County shall have the option to either: (a) accept title as it then is, or (b) terminate this Agreement, thereupon releasing County and Donor from all further obligations under this Agreement.

8. INTEREST CONVEYED. At Closing, Donor shall execute and deliver to County a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and encumbrances, other than those shown on the title insurance commitment or on the survey, and subject to the rights of Developer hereunder.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Donor shall submit to County a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes, on the form attached as Addendum No. 1. Donor shall prepare the deed described in paragraph 8 of this Agreement, County's and Donor's closing statements and the title, possession and lien affidavit certified to County and title insurance company in accordance with Section 627.7842, Florida Statutes. All prepared documents shall be submitted to County for review and approval at least **5 business** days prior to Closing.

10. COUNTY'S REVIEW FOR CLOSING. County will approve or reject each item required to be provided by Donor under Paragraph 9 above within **2 business** days prior to Closing. If the Donor fails to provide items acceptable to County then the County may reject the donation and thereupon this Agreement shall terminate.

11. EXPENSES. Donor will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement and any other recordable instruments which the title insurance company deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Donor at Closing. Donor shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property.

13. CLOSING PLACE AND DATE. The "Closing" shall take place on the date that is 30 days after the date that this Agreement has been approved and executed by the Palm Beach County Board of County Commissioners, time being of the essence. The time of day and place of Closing shall be set by County and to be located within Palm Beach County.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Donor assumes all risk of loss or damage to the Property prior to the date of Closing and warrants that the Property shall be transferred and conveyed to County in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Donor, County may elect, at its sole option, to terminate this Agreement and no party shall have any further obligations under this Agreement. Donor represents and warrants that there are no parties other than Donor in occupancy or possession of any part of the Property.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Donor agrees that from the date this Agreement is executed by Donor, County and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

16. ACCESS. Donor warrants that there is direct legal and actual access to the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Donor defaults under this Agreement, County may waive the default and proceed to Closing, or seek specific performance, or refuse to close, which shall be the County's exclusive remedies.

18. BROKERS. Donor warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Donor shall indemnify and hold harmless County from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by County in Palm Beach County.

20. ASSIGNMENT. This Agreement may not be assigned by County.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Donor's execution of this Agreement, Donor's heirs, legal representatives, successors and assigns will be bound by it.

24. WAIVER. Failure of County to insist upon strict performance of any conveyance or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27. NOTICE. Whenever any party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

28. AUTHORIZATION TO SIGN CONSENTS. The County hereby authorizes the County Administrator, or his designee to sign, within ten (10) business days of such request from Developer, all petitions, applications, easement deeds, consents, plats, conservation easements, and any other instruments, as Developer may request, so as to permit Developer to obtain, without delay to Developer, all governmental and regulatory approvals and permits ("Approvals") that Developer deems necessary for Developer to acquire its necessary Approvals in creating its AGR-PUD, which said Approvals shall include the Property as a part of the Preservation Area. For any documents to be recorded in the public records of Palm Beach County against the Property that require the Board of County Commissioners' signature as the property owner, the County agrees to place such items on the next available Board of County Commissioners agenda. The Board of County Commissioners shall at such meeting authorize the Chair to sign the instrument unless it is determined by the Board of County Commissioners in its sole discretion that such instrument is contrary to the preservation purposes for which the County is acquiring the Property and is contrary to the intent of this Agreement.

The County, as the property owner, will be requested and hereby agrees to submit the Property being conveyed to it under this Agreement as a Preservation Area for one or more AGR-PUDs of Developer's or its affiliates' previous, current or future Development Areas (by virtue of a development order and/or development order amendment process). The Developer hereby agrees that any such Development Areas must be located in the Agricultural Reserve east of State Road 7. This Agreement in no way signifies the County's approval of the Property as a Preservation Area, as no such determination shall be made until a formal zoning application is filed with the County that utilizes the Property as a Preservation Area. The County covenants and agrees that any and all conditions and/or obligations imposed upon the Property during or through the Approvals process shall be the sole responsibility of the County as the property owner and not the Developer and/or Donor, including, without limitation, (i) any conditions, obligations, and/or enforcement action requirements related to the Special Exception granted in accordance with the Reclamation Plan referenced in Zoning Resolution R-78-1423, (ii) any conditions and/or obligations related to the failure of any prior owner of the Property to comply with any terms, provisions, conditions, obligations, and/or requirements of any approval, development order, permit, ordinance or other governmental or quasi-governmental order or requirement, and/or (iii) any financial obligations resulting from any enforcement actions taken. The County further covenants and agrees that, in connection with the Approvals process, Lake Worth Drainage District (the "District") requires the County to dedicate additional easements or right-of-ways over the Property in favor of the District, the County shall promptly execute and deliver to the District the instruments necessary to grant and dedicate such easements or right-of-ways. The County warrants that the Developer and/or subsequent purchasers of the Development Area of the AGR/PUD shall have no liability whatsoever for the condition of, or changes in, the condition of the Property as it exists on the date of Closing and forever thereafter. After the Closing, neither the Donor nor Developer shall assume or have any responsibility for any prior obligations of the Donor regarding compliance with or completion of the South Florida Water Management District and/or County Plan of Reclamation, including without limitation, any responsibility for the payment of fines or monetary penalties associated therewith, the responsibility for which shall be solely the County's, as the property owner. Prior to designation and approval of the Property as a Preservation Area for one or more of Developers' or its affiliates' Development Areas, the

County agrees to utilize the Property in a manner consistent with the permitted uses of a Preservation Area of an AGR-PUD as specified in the Code and Comprehensive Plan.

The covenants, agreements and obligations of the County in this paragraph 28, including, without limitation, the authorization to sign consents and applications as a property owner, in no way eliminates any and all legislative, quasi-judicial or executive discretion of the Board of County Commissioners regarding any zoning application involving the Property. The parties to this Agreement acknowledge that the Board of County Commissioners cannot contract away its police power and does not guarantee any particular result for future zoning applications that include the Land submitted by Developer, its successor or assigns. The parties acknowledge that all governmental actions taken by the County, its staff and quasi-judicial boards regarding the Property shall take place pursuant to applicable laws and ordinances

29. “AS-IS, WHERE-IS” CONDITION. County acknowledges and agrees that, except as otherwise provided in or contemplated by this Agreement, County is accepting the donation of the Property in its “AS-IS WHERE-IS” condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature, or type whatsoever from Donor and/or Developer (except for and other than those representations, warranties and agreements made by or on behalf of Donor and/or Developer, as applicable, to the County in this Agreement and those contained in the documents delivered by Donor to the County at Closing). Without in any way limiting the generality of the immediately preceding sentence, the County further acknowledges and agrees that that neither Donor nor Developer has made, will make, does make and Donor and Developer specifically negate and disclaim any representation and/or warranty of any kind or character whatsoever made, whether express or implied, oral or written, of, as to, concerning or with respect to the Property except for and other than those representations, warranties and agreements made by or on behalf of Donor and/or Developer, as applicable, in this Agreement and those contained in the documents delivered by Donor to the County at Closing. The provisions of this paragraph shall survive Closing.

30. ENTIRE AGREEMENT. This Agreement, together with the Transfer Agreement, contain the entire agreements between the parties pertaining to the subject matter contained in the Agreement and Transfer Agreement and supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties who are to be bound.

31. CONDITION OF CLOSING. The Closing and donation by Donor of the Property contemplated hereunder are expressly conditioned upon the County simultaneously accepting title to the Property upon Developer’s payment of the purchase price to Donor and full execution of this Agreement.

32. 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, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Agreement.

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL. Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County’s Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. 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 citizen or employees of the County, Donor and/or Developer.

35. MAINTENANCE OFFSET PAYMENT. At Closing, Donor shall pay to the County the amount of Fifty Thousand and No/100 (\$50,000.00) Dollars (the “Maintenance Offset Payment”) to offset the County’s estimated maintenance expenses associated with the Property. The Maintenance Offset Payment shall be paid to County in United States funds by cashier’s check or wire transfer.

[Signatures Appear on the Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the dates set after their respective signatures.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Susan D. Gordian
Print Name

[Signature]
Witness

J. HARDING EVANS
Print Name

[Signature]
Witness

Clayton Reiff
Print Name

[Signature]
Witness

Rebecca C. Medley
Print Name

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Assistant County Attorney

Donor:

ROWAN CONSTRUCTION-PSL, INC., a Florida corporation

By: [Signature]
Name: Robin Schaffer
Title: President

Date: 9-4-14

Developer:

G.L. HOMES OF FLORIDA II CORPORATION, a Florida corporation

By: [Signature]
Print Name: Larry Portney
Title: Vice President

Date: 9/5/14

County:

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Priscilla A. Taylor, Mayor

Date: _____

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Department Director

EXHIBIT "A"

Legal Description of the Land

The Northeast One-Quarter (NE ¼) of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) and the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Together With, an easement for ingress and egress over the North 50 feet of the South One-Half (S ½) of the North One-Half (N ½) of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

Together With, an easement for ingress and egress over the North 50 feet of the East 30 feet of the Northeast One-Quarter (NE ¼) of the Southeast One-Quarter (SE ¼) of the Northeast One-Quarter (NE ¼); also the East 30 feet of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼); also the North 30 feet of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Reserving, however, an easement for ingress and egress over the North 30 feet of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) and the North 30 feet of the Northeast One-Quarter (NE ¼) of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼), of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Parcel Identification Number: **00-41-45-14-00-000-1020**

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

(TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER)

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Robin Schaffer, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

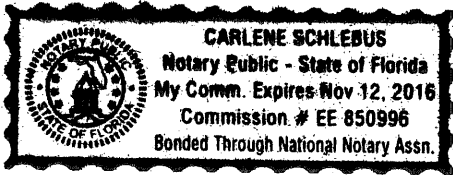
1. Affiant is the [] individual or [X] President [position - e.g., president, partner, trustee] of Brown Construction-PSL Inc. [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with Palm Beach County.
2. Affiant's address is: 10455 South 85th Street
Vero Beach, FL 32967
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County in its review of application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.
5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.
6. 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.

7. 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.

FURTHER AFFIANT SAYETH NAUGHT.

Robin Schaffer, President
Robin Schaffer, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 4 day of September, 20 14, by Robin Schaffer, [] who is personally known to me or [] who has produced FL Drivers License as identification and who did take an oath. S160 73362 9030



[Signature]
Notary Public

Carlene Schlebus
(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 11-12-2016

EXHIBIT "A"**PROPERTY**

The Northeast One-Quarter (NE $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) and the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Together With, an easement for ingress and egress over the North 50 feet of the South One-Half (S $\frac{1}{2}$) of the North One-Half (N $\frac{1}{2}$) of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

Together With, an easement for ingress and egress over the North 50 feet of the East 30 feet of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$); also the East 30 feet of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$); also the North 30 feet of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Reserving, however, an easement for ingress and egress over the North 30 feet of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$) and the North 30 feet of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northeast One-Quarter (NE $\frac{1}{4}$), of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Parcel Identification Number: **00-41-45-14-00-000-1020**

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

Rowan Construction-PSL, Inc 10455 South 85th Street
Vero Beach, FL 32967

Robin Schaffer (50%) 10455 South 85th Street
President Vero Beach, FL 32967

Cindy L. Marsh (50%) 11405 N.E. 120th Street
V.P., Secretary, Treasurer Okeechobee, FL 34972

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

(TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER)

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Robin Schaffer, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [] individual or [X] President [position - e.g., president, partner, trustee] of Rowan Construction-PSC, Inc [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with Palm Beach County.

2. Affiant's address is: 10455 South 85th Street
Vero Beach, FL 32967

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County in its review of application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

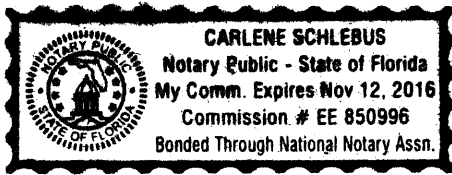
6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. 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.

FURTHER AFFIANT SAYETH NAUGHT.

Robin Schaffer, President
Robin Schaffer, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 4 day of September, 2014, by Robin Schaffer, [] who is personally known to me or [] who has produced FL Drivers License 5160 73363 9030 as identification and who did take an oath.



[Signature]
Notary Public

Carlene Schlebus
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-12-2016

EXHIBIT "A"**PROPERTY**

The Northeast One-Quarter (NE ¼) of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) and the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Together With, an easement for ingress and egress over the North 50 feet of the South One-Half (S ½) of the North One-Half (N ½) of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

Together With, an easement for ingress and egress over the North 50 feet of the East 30 feet of the Northeast One-Quarter (NE ¼) of the Southeast One-Quarter (SE ¼) of the Northeast One-Quarter (NE ¼); also the East 30 feet of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼); also the North 30 feet of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Reserving, however, an easement for ingress and egress over the North 30 feet of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) and the North 30 feet of the Northeast One-Quarter (NE ¼) of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼), of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida.

Parcel Identification Number: **00-41-45-14-00-000-1020**

EXHIBIT "B"

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