

5C-1

Agenda Item. \_\_\_\_\_

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

REVISED

Meeting Date: June 21, 2016 ( ) Consent (X) Regular  
( ) Workshop ( ) Public Hearing

Department  
Submitted By: Environmental Resources Management  
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Agreement for Sale and Purchase for three canal right-of-way parcels (43.03 total acres) from Dyer C18 LLC (Dyer), a Florida limited liability company, for \$50,400 (land costs), plus appraisal, closing and title insurance costs of \$4,280; and
- B) a division of costs associated with this acquisition as follows: fifty percent of costs will be paid from the Natural Areas Fund, a non-ad valorem source, and fifty percent of costs will be paid using Engineering's Road Impact Fee Zone 3.

**Summary:** This purchase allows for completion of a 10-mile-long, multiuse trail connecting Riverbend Park to the Corbett Wildlife Management Area. A portion of the existing canal bank may be needed for the extension of Seminole Pratt Whitney Road. The Property Appraiser lists the assessed value as \$16,272 because the parcels are encumbered by an exclusive canal easement held by the South Florida Water Management District. A December 2014 appraisal by the Florida Department of Environmental Protection (DEP) assigned a market value of \$56,000 for the subject parcels. The purchase price is 10 percent below the DEP appraised value. Since the County is taking over an agreement negotiated by DEP, the County will reimburse \$3,480 to DEP for the cost of its appraisal. The County will pay title insurance and closing costs estimated to be less than \$800. A pre-acquisition environmental assessment will be performed on the property by ERM. A boundary survey will not be obtained due to the low value of the land. This acquisition must be approved by a supermajority vote (5 Commissioners). District 1 (PM)

**Background and Justification:** The C-18 Canal was constructed through all three parcels and will remain as is. Disclosures provided by the owners identify the beneficiaries as Loeb Partners Corporation (51%); Andrew M. Cohen (10%); Trust u/w/o Peter I.B. Lavan f/b/o Spencer Lavan (7%), Trust u/w/o Peter I.B. Lavan f/b/o Lawrence Lavan (7%), Michael Cohen (5%); Lisa Cole (5%); Martin Kaplan (5%); and Conaill Holdings, LCC (5%). Thomas L. Kemper is the only person/entity having a 5% or greater interest in Loeb Partners Corporation. Spencer Lavan is the sole beneficiary of the Trust u/w/o Peter I.B. Lavan f/b/o Spencer Lavan. Lawrence Lavan is the sole beneficiary of the Trust u/w/o Peter I.B. Lavan f/b/o Lawrence Lavan. Phil D. O'Connell, Jr. and Linda L. O'Connell each hold a 50% interest in Conaill Holdings LLC.

- Attachments:**
- 1. Location map
  - 2. Agreement for Sale and Purchase
  - 3. Budget Availability Statement

Recommended by: [Signature] Department Director Date: 6/14/2016

Approved by: [Signature] Deputy County Administrator Date: 6/16/16

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$54,680	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$54,680	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <input checked="" type="checkbox"/>		No _____		
Budget Account No.:	Fund <u>1226</u>	Department <u>380</u>	Unit <u>3162</u>	Object <u>6101</u>	
	Program <u>E200</u>				
	and Fund <u>3503</u>	Department <u>361</u>	Unit <u>0620</u>	Object <u>6120</u>	
		Program _____			

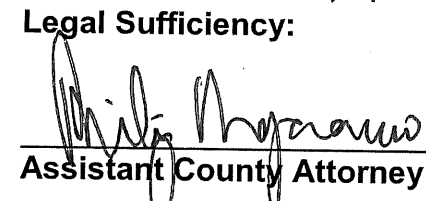
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Fifty percent of the funds for acquisition of the Dyer parcels will come from the Natural Areas Fund (1226); the other fifty percent will come from Engineering's Road Impact Fee Zone 3 Fund (3503). The total cost of acquiring the three parcels is \$54,680, and includes \$50,400 in land costs, plus \$3,480 to reimburse DEP for the cost of the appraisal, and an estimated \$800 to cover title policy and closing costs.

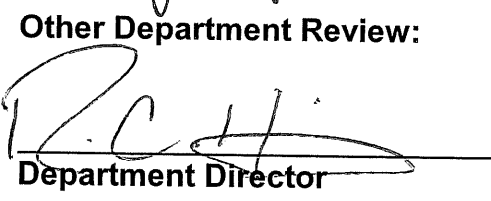
**C. Department Fiscal Review:** *S. Henry*

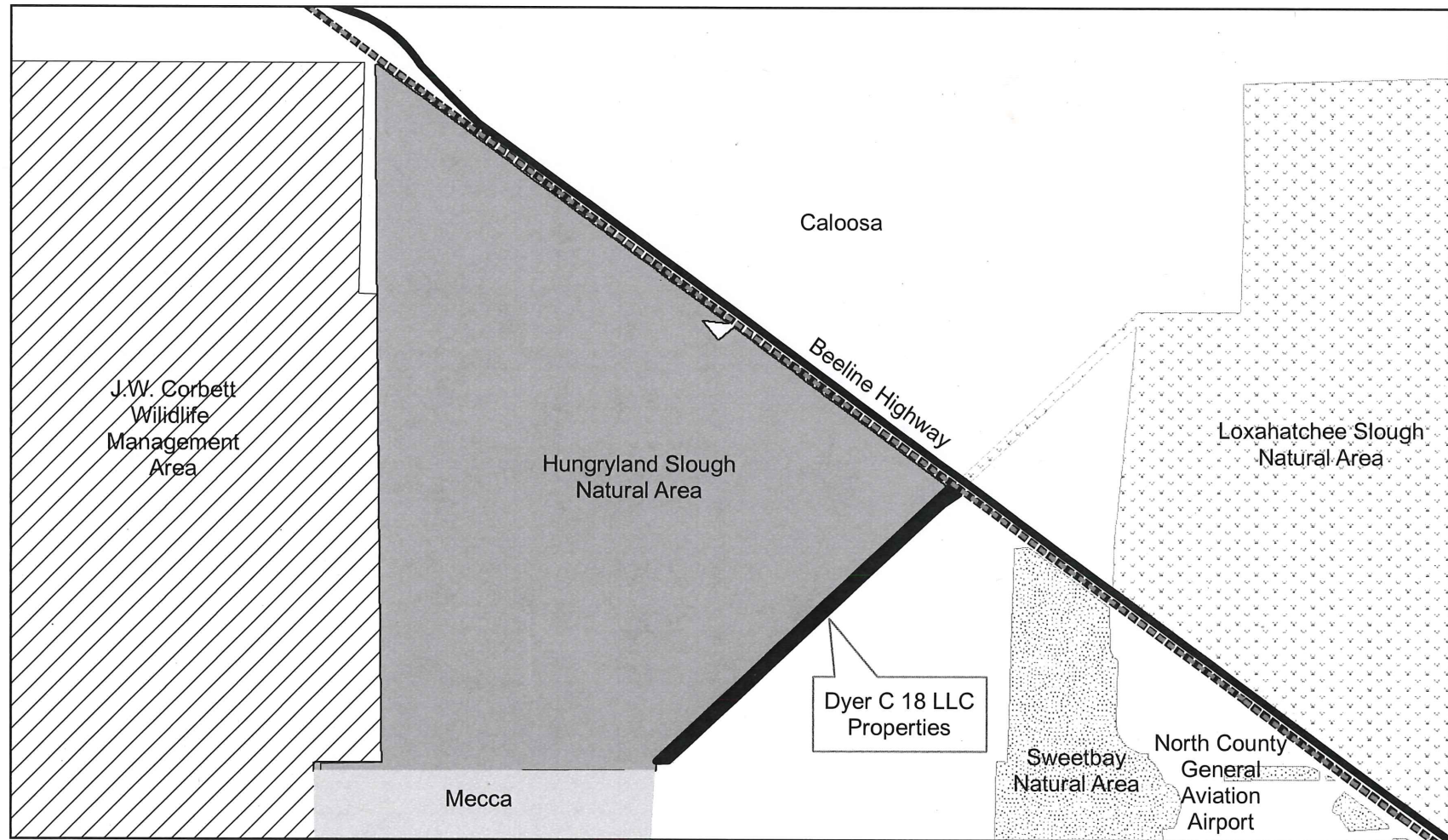
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

 OFMB & 5/31 11/10 11/10 11/10 11/10 11/10 5/31 5/31 5/31 5/31 5/31	 Contract Development and Control 6/2/16
--	--

**B. Legal Sufficiency:**  
  
 Assistant County Attorney

**C. Other Department Review:** Property & Real Estate Management  
  
 Department Director

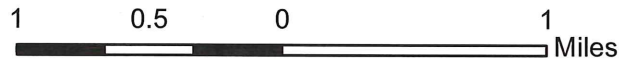


Attachment 1

**Legend**

- Major Road
- CSX Railroad
- Dyer C18 LLC Properties
- Hungryland Slough Natural Area
- Loxahatchee Slough Natural Area
- Sweetbay Natural Area
- J.W. Corbett Wildlife Management Area
- Mecca

### Dyer C 18 LLC Property Location Map



N

Palm Beach County  
Department of Environmental  
Resources Management

August 5, 2015; slm

## ATTACHMENT 2

### AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, between DYER C18 LLC, a Florida limited liability company, whose address is 515 North Flagler Drive, 20<sup>th</sup> Floor, West Palm Beach, Florida 33401-4330, (hereinafter "Seller"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 N. Olive Avenue, West Palm Beach, Florida 33401, (hereinafter "Buyer").

1. AGREEMENT TO SELL. Seller hereby agrees to sell and Buyer agrees to purchase the real property located in Palm Beach County, Florida, described in Exhibit "A" (the "Property"), together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, riparian and littoral rights, if any, in accordance with the terms of this Agreement. This Agreement becomes legally binding upon the execution of this Agreement by both Buyer and Seller.

2. PURCHASE PRICE. The total purchase price for the Property is FIFTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$50,400.00) ("Purchase Price") and will be paid by the Buyer to the Seller at closing. Seller hereby authorizes Buyer to issue a warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes directly from the Purchase Price. The Purchase Price is the sole liability of the Buyer to the Seller in the event of a default by the Buyer. The Seller shall have no recourse whatsoever, at law or equity, against the Property, as a result of the Buyer's default under this Agreement. The Buyer shall take fee simple title to the Property at the closing. Conveyance of the Property in fee simple from Seller to Buyer shall take place at closing upon payment of the Purchase Price to the Seller.

3. EFFECTIVE DATE. The effective date of this Agreement ("Effective Date") shall be the date when the last party has executed this Agreement.

4. CLOSING PLACE AND DATE. The closing shall be within one hundred twenty (120) calendar days of the Effective Date of this Agreement, provided, however, that if a defect exists in the title to the Property, title commitment, survey, or any documents required to be provided, completed, executed, and approved by the Buyer at closing, then the closing shall occur within sixty (60) days after receipt of documentation removing the defects. The Buyer shall set the date, time and place of closing within Palm Beach County at its sole discretion within this time period.

5. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to closing and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent if any, of hazardous materials on the Property. If after a Phase I environmental site assessment, further investigation, testing, monitoring or environmental site assessments are required to determine the existence or extent of hazardous materials on the Property, the Buyer, at its sole cost and discretion, may elect to extend the Closing Date for a period not to exceed forty-five (45) days to conduct such inspections or assessments. Buyer shall repair any damage to the Property resulting from this assessment and restore the Property to its pre-assessment condition prior to its termination of this Agreement. 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 defined in this Agreement.

6. HAZARDOUS MATERIALS. If the environmental site assessment(s) provided for in paragraph 5 confirm the presence of hazardous materials on the Property, either Buyer or Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund

Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

7. SURVEY. The Buyer may also have the Property surveyed at its sole cost and discretion. If the survey, which must be done by a certified professional surveyor duly licensed by the State of Florida, shows any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect(s).

8. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by the Buyer insuring marketable title to the Property in the amount of the Purchase Price at Buyer's sole expense.

9. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not listed in Exhibit "B" attached hereto or acceptable to Buyer, Seller shall, within ninety (90) days after notice from the Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, excluding the bringing of necessary suits. Defects arising from liens against the Property, if any, shall be satisfied at closing from Seller's proceeds from the sale. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default, and the provisions of paragraph 18 of this Agreement shall apply.

10. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a special warranty deed conveying marketable title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those listed on the attached Exhibit "B", and any other acceptable encumbrances in the sole discretion of Buyer and that do not impair the marketability of the title to the Property.

11. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed seller's disclosure of beneficial interests affidavit as required by Sections 286.23 and 380.08(2), Florida Statutes (2014), along with a properly executed affidavit of authorization for a limited liability company. Buyer shall prepare the deed described in paragraph 10 of this Agreement, Buyer's and Seller's closing statements, the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on approved forms.

12. CLOSING DOCUMENTS. Buyer shall approve or reject each item required for closing under this Agreement. If Buyer rejects an item for closing which was submitted by the Seller, Seller will have thirty (30) days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Buyer rejects any item after delivery, the Closing Date shall be extended until Buyer approves Seller's documents or until Buyer elects to terminate the Agreement pursuant to its terms.

13. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with clearing title defects and recording costs, including the cost of recording the deed described in paragraph 10 of this Agreement and any other recordable instruments that Buyer deems necessary, in its sole discretion, to assure good and marketable title to the Property.

14. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy from the Purchase Price all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee simple title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes (2014), place in escrow with the Palm Beach 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. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the Palm Beach County Tax Collector an amount equal to the taxes that are determined to be legally due and payable as of that date.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller 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 Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, if the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, the Buyer may elect, in its sole discretion, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that no other person(s) or entities, other than Seller and the holder(s) of existing easement rights, have an interest in, possession of, or legal right to occupy any portion of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

Buyer shall be responsible for clean up and removal of all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris ("Trash and Debris") existing on the Property at closing. Buyer may access the Property pursuant to paragraph 16 to clean up the Trash and Debris prior to closing.

Seller has no knowledge of any wells or billboards on the Property.

16. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the Effective Date of this Agreement, Buyer and its agents, either jointly or individually, upon reasonable notice stating the date and time of entry, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

17. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property. Buyer understands that the easement holder, South Florida Water Management District, may have a locked gate at the entry to the Property, and any access by Buyer prior to closing pursuant to paragraphs 5 and 16 of this Agreement may require prior coordination for access.

18. DEFAULT. If Seller defaults under this Agreement, Buyer, in its sole discretion, may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. BROKERS. Seller 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 11. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. RECORDING. Buyer may not record this Agreement, or notice of it, in the appropriate county or counties.

21. ASSIGNMENT. Buyer may not assign this Agreement without the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

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

23. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes 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. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Buyer, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the

Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Buyer, and shall be subject to the final approval of Buyer. Anything to the contrary contained in this Agreement notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing documents containing the revised legal description and the Buyer's acceptance of said instruments, including the final survey, if any, shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by both Buyer and Seller. The Seller acknowledges that this Agreement may be terminated by the Buyer only as set forth herein and only in writing signed by the person or person(s) who executed this Agreement on behalf of the Buyer or that person(s) successor.

26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained herein, 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 and shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

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

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier 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.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnifications, and undertakings of the Seller set forth in this Agreement, shall survive the closing for one (1) year for any and all purposes.

BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED AND EFFECTIVE AS SET FORTH HEREIN. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

(The remainder of this page intentionally left blank)

SELLER

DYER C18 LLC, a Florida limited liability company

Pat Canty  
Witness as to Seller

BY [Signature] as Manager  
as authorized representative for Dyer C18, LLC

Patricia Coonterman  
Print Name

PRINT NAME: PHIL D O'CONNELL, JR

Rebecca S Basil  
Witness as to Seller

TITLE: MANAGER

Rebecca S. Basil  
Print Name

DATE: 8-25-2015

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2015 by Phil D. O'Connell, JR. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

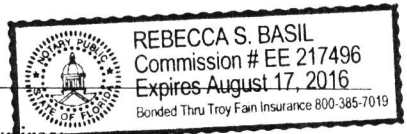
(NOTARY PUBLIC SEAL)

[Signature]  
Notary Public

Rebecca S. Basil  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.:

My Commission Expires:





SELLER

DYER C18 LLC, a Florida limited liability company

Bruce B. Cole  
Witness as to Seller

BY: [Signature]  
as authorized representative for Dyer C18, LLC

Bruce B. Cole  
Print Name

PRINT NAME: Lisa Cole

[Signature]  
Witness as to Seller

TITLE: member-MANAGER

KAREN A. GUZZO  
Print Name

DATE: 9/23/15

STATE OF Florida

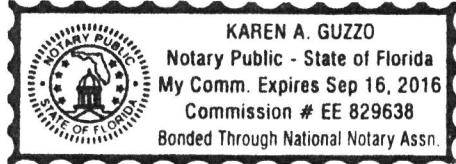
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of Sept, 2015 by LISA Cole. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

[Signature]  
Notary Public



\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

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

BUYER

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Witness as to County

BY: \_\_\_\_\_  
Mary Lou Berger, Mayor

\_\_\_\_\_  
Witness as to County

\_\_\_\_\_  
Date signed by County

Attest: Sharon R. Bock, Clerk & Comptroller

Approved as to Form and Legal Sufficiency:

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

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

Approved as to Terms and Conditions:

By:   
Robert Robbins, Director  
Department of Environmental Resources Management

As approved by the Board on:

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
Mary Lou Berger as Mayor of the Board of County Commissioners of Palm Beach County, and  
\_\_\_\_\_ as Deputy Clerk of Circuit Court, on behalf of the County. They are personally  
known to me.

(NOTARY PUBLIC SEAL)

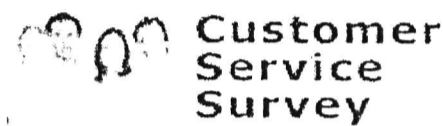
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

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

(850) 245-2703



**EXHIBIT "A"**

All that certain lands described as the C-18 Canal lying Southerly of the Seaboard Airline Railroad Right-of-Way and lying within Section 28, 32 and 33, Township 41 South, Range 41 East, Palm Beach County, Florida, more fully described as:

A strip of land 200 feet in total width, extending throughout the East one-half (E<sup>1/2</sup>) of Section 32, Township 41 South, Range 41 East, said strip of land lying and being southeasterly of, parallel, contiguous, and as measured at right angles to a line extending from the southwest corner of the Southeast one-quarter (SE<sup>1/4</sup>) of Section 32, Township 41 South, Range 41 East, to the northwest corner of the Northeast one-quarter (NE<sup>1/4</sup>) of Section 27, Township 41 South, Range 41 East.

Together with

A strip of land 200 feet in total width, extending throughout Section 33, Township 41 South, Range 41 East, said strip of land lying and being southeasterly of, parallel, contiguous, and as measured at right angles to a line extending from the southwest corner of the Southeast one-quarter (SE<sup>1/4</sup>) of Section 32, Township 41 South, Range 41 East, to the northwest corner of the Northeast one-quarter (NE<sup>1/4</sup>) of Section 27, Township 41 South, Range 41 East.

Together with

A strip of land 200 feet in total width extending throughout all that part of Section 28, Township 41 South, Range 41 East, lying south and west of the Seaboard Air Line Railroad right of way, said strip of land lying and being southeasterly of, parallel, contiguous, and as measured at right angles to a line extending from the southwest corner of the Southeast one-quarter (SE<sup>1/4</sup>) of Section 32, Township 41 South, Range 41 East, to the northwest corner of the Northeast one-quarter (NE<sup>1/4</sup>) of Section 27, Township 41 South, Range 41 East.

**EXHIBIT "B"**

1. Oil and mineral rights reserved by Colorado Development Company in Warranty Deed recorded in Deed Book 943, Page 333, Public Records of Palm Beach County, Florida. As affected by instruments recorded in O.R. Book 899, Page 214; O.R. Book 1802, Page 266; O.R. Book 3710, Page 1109; O.R. Book 3710, Page 1111; O.R. Book 5302, Page 1896; O.R. Book 5302, Page 1897; O.R. Book 5302, Page 1898; O.R. Book 5926, Page 1774; O.R. Book 8320, Page 686 and O.R. Book 16747, Page 304, Public Records of Palm Beach County, Florida.
2. Reservations and easements contained in Warranty Deed recorded in Deed Book 1150, Page 458, Public Records of Palm Beach County, Florida.
3. Easement Deed in favor of Central and Southern Florida Flood Control District (now South Florida Water Management District) recorded in Deed Book 1056, Page 456, Public Records of Palm Beach County, Florida.
4. Easement to Florida Power and Light Company recorded in O.R. Book 6682, Page 1577, Public Records of Palm Beach County, Florida.
5. Easement to Florida Power and Light Company recorded in O.R. Book 1231, Page 475, Public Records of Palm Beach County, Florida.
6. Notice of Lien Rights by Seacoast Utility Authority recorded in O.R. Book 22953, Page 1631, Public Records of Palm Beach County, Florida.

Attachment 3

INTEROFFICE COMMUNICATION  
PALM BEACH COUNTY  
BUDGET AVAILABILITY STATEMENT

DATE: August 12, 2015

TO: Sandy Mann, Environmental Program Supervisor  
Environmental Resources Management  
Attn: Amanda Hughes

FROM: Alexis T. Willhite, Director  
Administrative Services *atwillhite*

RE: Seminole Pratt Whitney Road and Northlake Blvd.  
Intersection  
Project # 1997512  
Environmental Resources Management  
Right of Way Costs \$27,500.00

BOARD MEETING DATE: N/A

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ N/A

FUNDING STATUS: FULLY FUNDED

Is Item Included in Current Budget? Yes X No

**Budget Account No:**

Fund 3503 Dept 361 Unit 0620 Object 6120

**Recommended Sources of Funds/Summary of Fiscal Impact:**

Road Impact Fee Zone 3  
Seminole Pratt-Northlake/Beeline

Parcels

00-41-41-32-00-000-5020 17.51 acres  
00-41-41-28-00-000-5030 8.59 acres  
00-41-41-33-00-000-3020 16.93 acres

Acquisition Costs	\$50,400.00
Reimbursement of appraisal costs to state	\$ 3,480.00
Title Policy, Closing Costs, Misc.	\$ 1,120.00
Total	\$55,000.00
ERM	<\$27,500.00>
Fiscal Impact	\$27,500.00