

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **May 5, 2020** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Deposit Receipt and Contract for Sale and Purchase with 441 Partners, Inc., a Florida Corporation for the sale of approximately 15.68 acres of vacant land located west of US Highway 441/State Road 7, north of Forest Hill Boulevard and south of Southern Boulevard for \$750,000.


Summary: In 1948, an approximate 15.68 acre parcel located west of US Highway 441/State Road 7, north of Forest Hill Boulevard and south of Southern Boulevard (State Road 80) escheated to the County due to delinquent taxes. The property is essentially landlocked with questionable access, is low lying/wet and is believed to contain jurisdictional wetlands within a large portion of the property. In 2008, staff issued an RFP which resulted in a bid of \$500,000 which the County rejected. Staff obtained two recent appraisals of the property which valued the property as a standalone parcel at \$660,000 and \$627,000. In January of 2020, a new RFP was issued. Proposals were received from 441 Partners, Inc., (\$750,000 with no contingencies); Southern Engineering and Construction, LLC, (\$900,000 with two contingences); and Benjamin Arsali, (\$600,000 with no contingencies). On March 12, 2020, a Selection Committee reviewed the proposals and ranked 441 Partners, Inc. as the highest, and recommended award to 441 Partners, Inc. The County will provide a title policy at a cost of \$4,037 insuring the marketability of title to the property. 441 Partners, Inc. expressed verbally after the award recommendation it intends to use the majority of the property as a buffer to the existing Black Diamond community by transferring development density to the adjacent parcel it currently owns. 441 Partners, Inc., provided a Disclosure identifying Markland NY Holdings Inc. as 100% owner of 441 Partners, Inc., and Ardenode Capital as 100% owner of Markland NY Holdings Inc., and Sean Mulryan as 100% owner of Ardenode Capital. The County will retain mineral and petroleum rights in accordance with Florida Statutes Section 270.11, without rights of entry and exploration. **This conveyance must be approved by a Supermajority Vote (5 Commissioners) (Property & Real Estate Management) District 6 (HJF)**


Background and Policy Issues: The County acquired the property by Final Decree Chancery Tax Deed on March 9, 1948.

Continued on Page 3

Attachments:

1. Location Map
2. Selection Committee Meeting Minutes
3. Deposit Receipt and Contract For Sale and Purchase (2) (w/Exhibits A, B, C, D and E)
4. Disclosure of Beneficial Interest (w/Exhibits A and B)
5. Village of Wellington's January 2, 2020 Letter

Recommended By:  4/16/2020
Department Director **Date**

Approved By:  4/22/2020
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$745,963)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$745,963)</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

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

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

441 Partners, Inc. is purchasing the property for \$750,000. The County will pay approximately \$4,037 for the title policy expense. The net amount to the County at closing will be approximately \$745,963.

A. D. Pineda, FASMO, OFMB 4/18/20

Fixed Assets Number G07281

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 4/11/2020
 OFMB *PA/A* *LM* *4/19*

[Signature] 4/10/2020
 Contract Development and Control
 4-15-2020 TD

B. Legal Sufficiency:

Jean-Adel Williams
 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'd.): The property is landlocked with questionable legal access and insufficient access to be developed to its full potential. However, the property is ideally situated to be assembled with other adjoining vacant parcels for development. 441 Partners owns the adjacent 35 acre tract. The property is low lying, wet and is believed to contain jurisdictional wetlands which would require mitigation in order to maximize the development potential of the property.

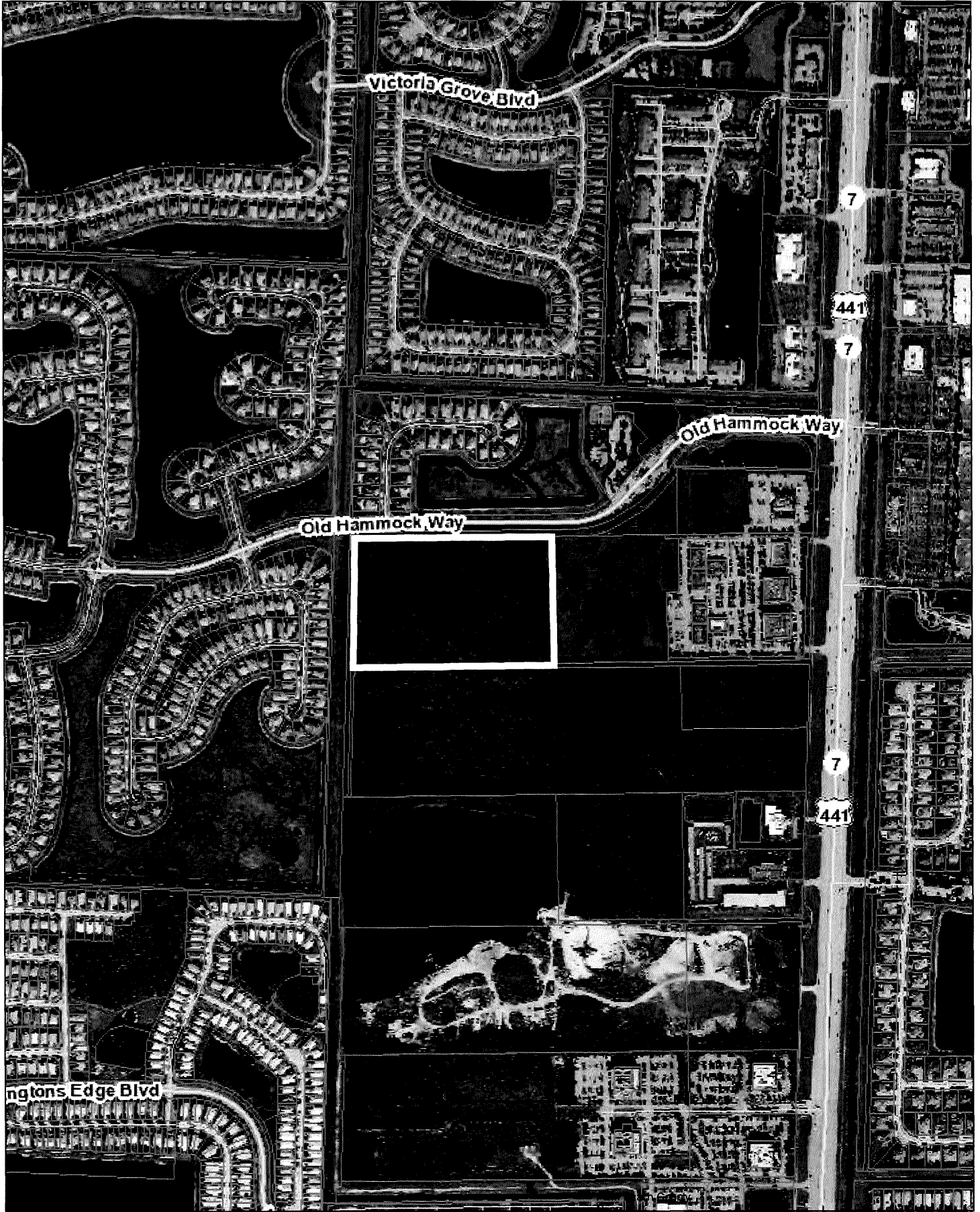
In 2008, in response to interest expressed by the adjoining owners, staff issued a Request for Proposals (RFP) for the sale of this property. One proposal was received for \$500,000 but due to a substantial variance between the Property Appraiser's assessed value, the appraised value and the proposed purchase price, the proposal was rejected.

The Village of Wellington proposed a plan to encourage development of the property surrounding the Wellington Regional Medical Center, including this property, into a Medical Arts District. On March 6, 2012, (R2012-0384), the Board approved annexing the property into the Village's municipal boundary. However, the annexation has not taken place as of this date. The County approved a "conditional" Constrained Roadways at Lower Level Service designation (CRALLS) for the Medical Arts District properties. The annexation of the property is one of the requirements for the utilization of the CRALLS designation.

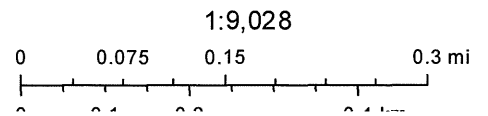
In 2014, the Village requested that the County donate the property to the Village, and the Board denied the Village's request. Recently, the Village again requested that the County donate this property to the Village. A copy of the Villages' letter is attached. However, staff does not support a donation of this property. While the Village certainly has an interest in promoting its Medical Arts District concept, Staff believes that ownership of the property is not necessary to accomplish those objectives. Staff included a requirement in the RFP that the property be annexed into the Village and applications for development approvals be submitted to the Village so that the Village will have jurisdiction over land use, zoning and site plan approvals for the property.

Staff posted an ad for the property on Loopnet in December 2013. The RFP was advertised in the Palm Beach Post on January 5, 2020 and January 20, 2020. The RFP was also listed on PREM's webpage and the County's Channel 20 television station and was available through Purchasing's Vender Self Service system. On January 27, 2020, a pre-proposal conference was held to discuss the RFP and to explain the evaluation criteria established in the RFP; 1) purchase price (70 points) and 2) contingencies to closing, if any, (fewest contingencies to closing/greatest ability and likelihood to perform) (30 points). The Property Appraiser assessed the parcel at a total of \$1,731,690. Appraisals received in October 2019 valued the parcel at an average of \$643,500. On the proposal due date of February 27, 2020, three (3) proposals were submitted; 441 Partners, Inc., (\$750,000 with no contingencies), Southern Engineering and Construction, LLC., (\$900,000 with two contingences approval of no less than 30 single family homes and an acceptable environmental study), and Benjamin Arsali (\$600,000 with no contingencies). On March 12, 2020, a Selection Committee reviewed the proposals; ranking Benjamin Arsali third with 230.70 points, Southern Engineering and Construction, LLC, second with 235 points and 441 Partners, Inc. as the highest with 264.30 points, and recommended awarding of the contract to 441 Partners, Inc. On March 13, 2020 the notice of intent to award was posted. Both Southern Engineering and Construction, LLC. and Benjamin Arsali withdrew their proposals and their ten percent (10%) deposits were returned. A review by the Property Review Committee (PRC) is not required as the \$750,000 purchase price exceeds the \$643,000 average of the two appraisals. Housing and Economic Sustainability Department has no objections to conveying this parcel. This conveyance will relieve the County of potential liability for occurrences on the property.

LOCATION MAP
00-42-43-27-05-018-0040



April 3, 2020



Attachment #2
Selection Committee Meeting Minutes
2 Pages

**Meeting Minutes
Selection Committee**

RFP No. 2019-106-RCB
East Wellington 15+/- Acre
March 12, 2020
2633 Vista Parkway
West Palm Beach, FL

I. Call To Order

Richard Bogatin, Project Manager/Contact. Called the meeting to order at 2:15 p.m. and a recording was made

Committee member introduced themselves as did our one public member.

Committee members confirmed receipt of the proposals and matrixes and were advised to be prepared to make a recommendation to whether: i) the proposals should be evaluated as submitted; ii) be deemed non-responsive and eliminated from further consideration; or iii) the Selection Committee could request additional information.

In the event the Selection Committee's direction is to request additional information, the Selection Committee will adjourn and reconvene at a date and time to be determined. If the Selection Committee finds that one or both proposals are responsive, we will proceed to evaluate the responsive proposals.

Committee Members were also advised that the Palm Beach County Lobbyist Registration Ordinance (Cone of Silence) prohibits a respondent to the RFP or anyone representing the respondent from communicating with any staff outside any public proceeding regarding its proposal. The Cone of Silence is in effect until such time the Board awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

II. Attendance

Selection Committee Members Present:

Mr. Ross C. Hering, Director, PREM
Irwin Jacobowitz, Director, Contract Development and Control Financial Management and Budget
Eric McClellan, Director, FDO Strategic Planning

Other County employees Present:

Richard Bogatin, Manager, Property Management, PREM (RFP contact)
Ms. Lynn Read, Real Estate Contract Analyst, PREM

Respondents/member of public:

Frank Gonzales, 441 Partners Inc.

III. Conflict of Interests None stated.

IV. Florida Statutes, Section 286.0114

Richard Bogatin read FS Section 286.0114 identifying the public is given a reasonable opportunity to be heard during a selection committee meeting, comments are not to be considered presentations by a proposer, and individuals are afforded 2 minutes to speak.

Richard Bogatin Opened the floor for Respondents/Public to speak. No one accepted.

Evaluation scoresheets for Benjamin Arsali, 441 Partners, Inc., and Southern Engineering and Construction LLC. Copies of the responses and evaluation matrix's were provided.

V. Establish Chair of Selection Committee

A motion was made by Ross Hering, seconded by Irwin Jacobowitz to appoint Eric McClellan as Chairperson and was approved 2-0-1 abstaining (McClellan).

VI. Discussion of Proposals

Proposals were received from: Benjamin Arsali, 441 Partners, Inc., and Southern Engineering and Construction LLC. A motion made by Eric McClellan seconded by Irwin Jacobowitz to determine all three proposals as responsive and each to be scored on the information and clarifications provided was approved 3-0.

Richard Bogatin read each of the criteria's to be evaluated and the amount of points applied to each. Each member is to rank each response and its criteria individually and then total the number of points.

Benjamin Arsali response was reviewed first in a roundtable type discussion on each evaluation criteria. Irwin raised issue with the DBI of all responses not being current to new standards of notarizations, Ross Hering explained forms were completed prior to the new rule and prior to presentation could be revised. Eric McClellan noted the lack of contingencies and the \$600K purchase price. Each member then totaled the Benjamin Arsali evaluation scoresheet.

441 Partners, Inc. was then reviewed in the same roundtable type fashion. Discussions by the committee members identified the \$750K purchase price and the lack of contingencies. Each member then totaled 441 Partners, Inc. evaluation scoresheet.

Southern Engineering and Construction, LLC was then reviewed the \$900k purchase price. Discussions by the committee members identified two contingencies, 1) obtain site plan approval to construct no less than 30 homes and 2) subject to environmental conditions. Ross Hering felt the site plan approval was possible but raised concerns with the undefined environmental issues as wetlands are known to exist and felt that undefined conditions substantially impacted the likelihood to satisfy the contingencies. Additionally, it was discussed between the members that the Village of Wellington has indicated it prefers the parcel be used to buffer any proposed development between the existing residential developments on two sides of the property. Eric McClellan noted that the Village may not be able to approve 30 single family homes due restrictions in disturbing or impeding on the unknown location or size of the known wetlands. Each member then totaled Southern Engineering and Construction, LLC evaluation scoresheet.

Upon completion of the reviews and totaling the points for each, the members forwarded their score sheets to Bogatin. 441 Partners, Inc. was ranked as, #1, Southern Engineering and Construction LLC as #2 and Benjamin Arsali as #3,. Richard Bogatin placed a #1, #2 or #3 on the first page of each sheet to identify each highest ranked choice, the rankings were announced as unanimous in each of the respondent's scores.

VII. Selection Committee Recommendation

A Motion was made by Eric McClellan and seconded by Irwin Jacobowitz to recommend the Board of County Commission award RFP 2019 -106-RCB East Wellington to 441 Partners Inc. A suggestion was made for a Motion to recommend Southern Engineering & Construction, LLC, the second ranking candidate, be awarded consideration in the event 441 Partners, Inc. fails to proceed. The Committee was not supportive.

NOTE: the overall total points and ranking for the proposals are calculated as follows:

1. 441 Partners Inc. Total points **264.30**.
2. Southern Engineering and Construction, LLC Total points **235.00**.
- 3 - Benjamin Arsli Total points **230.70**

Meeting adjourned and recording stopped at 2:50pm

Richard Bogatin, Recorder

G:\PREM\RFP\2019\Wellington 15 Acre\Proposals\Minutes- Sel Committee Meeting 03.13.2020.docx

DO NOT UNBIND DOCUMENT

DO NOT UNBIND DOCUMENT

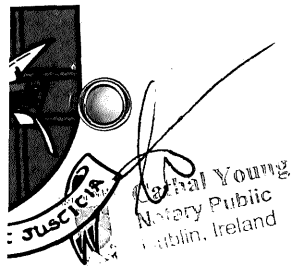
DO NOT UNBIND DOCUMENT

441 Partners, Inc.'s principal is in Ireland and executed the documents before an Irish notary public/Apostille which is required to bind all documents as part of their process. Documents must remain bound.

***An extra copy of the document is provided for scanning purposes.**

DO NOT UNBIND DOCUMENT

Attachment #3
DO NOT UNBIND DOCUMENT
Deposit Receipt and Contract For Sale and Purchase (2)
With Exhibits A, B, C, D, & E
17 Pages Each



Addendum No. 1 to RFP No. 2019-106-RCB

Request for Proposals
to Sell County Real Property
East Wellington - 15.68 Acres

February 10, 2020

This Addendum shall be added to and become a part of the RFP and shall be governed by all terms and conditions set forth therein.

A. The County received a question as set forth below and is issuing the following response:

1. Question received from Four One Partners, Inc.:

Question: Under paragraph 7 the buyer agrees to consent to the subject property being annexed into the municipal boundary of the Village of Wellington. In this regard, the paragraph further states the such obligation to annex "shall survive closing." If the buyer fails to annex into the Village of Wellington, what is the mechanism or remedy for enforcement? Paragraph 10 (default) does not address remedies for post-closing defaults. Will the County provide a restriction in the County Deed with a reverter clause should the buyer fail to annex within a certain time frame? Kindly clarify how the County intends to address the above.

Answer: If the Buyer fails to annex into the Village of Wellington, the County shall seek specific performance. The County Deed will not be subject to a reverter clause. Section 10, Default, of the Concessionaire Lease Agreement is hereby deleted in its entirety and replaced with the following:

Section 10. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto. In the event that Buyer does not perform its obligations under Section 7 herein, County shall be entitled to specific performance of the terms of this Agreement. In the event County is unable to obtain specific performance for any reason, County shall have the right to pursue damages.


B. Exhibit "C" to the RFP, Deposit Receipt and Contract for Sale and Purchase is hereby deleted from the RFP and replaced with the attached Exhibit "C" to the RFP, Concessionaire Lease Agreement.

C.

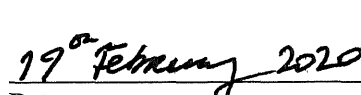
NOTE: Please acknowledge receipt of this Addendum No. 1 by signing below and returning this page with your Proposal. Each Addendum to the RFP must be signed by an authorized agent and submitted with the Proposal or the Proposal may be deemed non-responsive.

Acknowledgment:

441 Partners, Inc.



Frank Walker, Director



Date

ATTACHMENT NO. 1

EXHIBIT "C" TO THE RFP

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made _____, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

ADDRESS: Property and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605

BUYER: 441 Partners, Inc., a Florida corporation

ADDRESS: 1201 Hays Street,
Tallahassee, Florida 32301

F.E.I.N.: #59-2669632

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 SEVEN HUNDRED & FIFTY THOUSAND (\$ 750,000) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. Deposit Buyer deposits herewith: SEVENTY FIVE THOUSAND (\$75,000) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. Balance: The balance of the purchase price in the amount of SIX HUNDRED & SEVENTY FIVE THOUSAND (\$ 675,000) shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

3. CLOSING: This Agreement shall be closed and the deed delivered within the later of 45 days of the Effective Date of this Agreement or satisfaction of the Contingencies to Closing, Exhibit "B," attached hereto and made a part hereof (if any), but in no event later than 18 months after the Effective Date of this Agreement.

The following are additional details of closing:

A: Time and Place: The closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.

B: Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "C" conveying the Property and any improvements in its "AS IS CONDITION," without warranties or representations of any kind whatsoever. Buyer acknowledges that Seller is selling the property, without making any representation or warranty regarding access to the Property, the sufficiency of access to the Property for development of the Property, or Buyer's ability to obtain access to the Property suitable for development of the Property. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

NOTE: Contingencies, if any, will be inserted into the Agreement upon contract award recommendation.

C: Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale. Seller shall pay the cost of the Owner's Title Insurance Policy in the amount of the Purchase Price.

4. EVIDENCE OF TITLE: Buyer agrees that for purposes of this Agreement any limitations regarding access to and from the Property shall not render title unmarketable.

Within fifteen (15) days after the Effective Date of this Agreement, Seller shall deliver to Buyer an owner's title insurance commitment issued by Chicago Title Insurance Company, together with legible copies of all exceptions to coverage reflected therein, agreeing to issue to the Buyer upon the recording of the County Deed to the Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the Buyer to the Property subject to an exception to coverage for the right of access to and from the Property. The cost of said commitment and policy and any premium therefor shall be borne by Seller.

Buyer shall have ten (10) days after receipt from Seller of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any matter that renders the title unmarketable (unrelated to access), Buyer shall have the right to terminate the Agreement. If Buyer does not terminate the Agreement by the end of the ten (10) day review period, Buyer shall be deemed to have accepted the condition of title to the Property.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The *Seller* agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

6. A: CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION", including the sufficiency of access to the Property for development of the Property, or Buyer's ability to obtain access to the Property suitable for development of the Property, and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "D" 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.

7. ANNEXATION OF THE PROPERTY: The Buyer acknowledges that the Property has been identified for future annexation into the Village of Wellington and agrees to consent to the Property being annexed into the municipal boundary of the Village of Wellington. The foregoing shall survive closing.

8. 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 "E" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Buyer. Buyer warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event Buyer is an individual, Buyer is exempt from this provision.

9. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

10. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto. In the event that Buyer does not perform its obligations under paragraph number 7 herein, then County shall be entitled to specific performance of the terms of this Agreement. In the event County is unable to obtain specific performance for any reason, County shall have the right to pursue damages.

11. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

12. 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.

13. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

14. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

15. 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.

16. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

17. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

18. 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.

19. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. 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.

20. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

21. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, 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.

22. 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.

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

24. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with 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 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

25. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer and Seller 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.

26. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Buyer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

27. DISCLAIMER: All documents and information provided by Seller related to RFP 2019-104-MJ, whether said documents and information are written, oral or otherwise, are provided solely as an accommodation and for informational purposes only, and Seller has not made any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. Seller shall have no liability whatsoever and Buyer hereby releases Seller from any and all liability relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein

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:
19th February, 2020

Martina Quinn
(Witness)

MARTINA QUINN
(Print Name)

[Signature]
(Witness)

CAIN STEELE
(Print name)

441 Partners, Inc.
By: [Signature]

NAME: Frank Walker

TITLE: Director

(BUYER)

(SEAL)

ATTEST:

Date of Execution by Seller: _____, 2020

SHARON R. BOCK
CLERK & COMPROLLER

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

By: _____
Deputy Clerk

By: _____, Mayor
("Seller")

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: [Signature]
Department Director

EXHIBIT "A"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

PROPERTY LEGAL DESCRIPTION

Tract 4 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida.

The above being the real property described under Tax Certificate Number 701 in the Tax Deed recorded in Deed Book 838, Page 343 of the Public Records of Palm Beach County, Florida.



EXHIBIT "B"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

CONTINGENCIES TO CLOSING

NONE

EXHIBIT "C"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

COUNTY DEED

PREPARED BY AND RETURN TO
Richard C. Bogatin, Manager Property Management
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-018-0040

Closing Date: _____

Purchase Price: _____

COUNTY DEED

This **COUNTY DEED**, made _____ by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and 441 Partners, Inc., a Florida Corporation, whose legal mailing address is 1201 Hays Street, Tallahassee, Florida 32301, "Grantee".

WITNESSETH:

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

Tract 4 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida.
The above being the real property described under Tax Certificate Number 701 in the Tax Deed recorded in Deed Book 838, Page 343 of the Public Records of Palm Beach County, Florida.

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

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

EXHIBIT "D"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 19th day of FEBRUARY, 2020 by **441 PARTNERS, INC.**, ("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 _____, 2020 (Resolution No. 2019-106-RCB) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of SEVEN HUNDRED & FIFTY THOUSAND (\$750,000), 15.68 acre(s) of surplus land located in Section 27, Township 43, Range 42, Palm Beach County ("Property"), and more particularly described as follows:

Tract 4 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida.

The above being the real property described under Tax Certificate Number 701 in the Tax Deed recorded in Deed Book 838, Page 343 of the Public Records of Palm Beach County, Florida.

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, access to the Property, 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.
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:

441 PARTNERS, Inc. (Buyer)

Martina Quinn
Witness Signature

By: [Signature]
Frank Walker, Director

MARTINA QUINN
Print Name

[Signature]
Witness Signature

CAIN STEELE
Print Name

EXHIBIT "E"
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

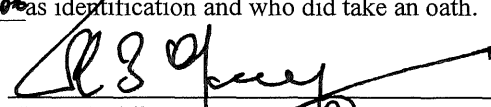
BEFORE ME, the undersigned authority, this day personally appeared, **Frank Walker**, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is a Director of **441 Partners, Inc., a Florida Corporation**, (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: **1201 Hays Street, Tallahassee, Florida 32301**.
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
Frank Walker

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th day of February, 2020, by Frank Walker, ~~who is personally known to me~~ or ~~who has produced~~ Irisl Passport No PW3848686 as identification and who did take an oath.



Notary Public

CATHAL YOUNG

(Print Notary Name)

NOTARY PUBLIC
State of ~~Florida at Large~~ **IRELAND**

My Commission Expires: 'Commissioned for life'



APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. Country: Pays/País:		IRELAND	
This public document Le présent acte public / El presente documento público			
2. has been signed by a été signé par ha sido firmado por		Cathal Young	
3. acting in the capacity of agissant en qualité de quien actúa en calidad de		Notary Public	
4. bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de		Notary Public	
Certified Attesté / Certificado			
5. at à / en	Dublin	6. the le / el día	19/02/2020
7. by par / por	Department of Foreign Affairs and Trade		
8. No sous no bajo el número	6696452020		
9. Seal / stamp: Sceau / Sello	10. Signature: Signature: Firma: <i>Aisling Hoorn</i>		
<small>This Apostille certifies the authenticity of the signature and the capacity of the person who has signed the public document. Where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. To verify the Issuance of this Apostille, see www.austlii.edu.au/other/dfat</small>			313252

EXHIBIT "A"

PROPERTY

Tract 4 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida.

The above being the real property described under Tax Certificate Number 701 in the Tax Deed recorded in Deed Book 838, Page 343 of the Public Records of Palm Beach County, Florida.

RECORDED
INDEXED
FEB 1 1988
Palm Beach County, Florida



EXHIBIT "B"

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
Markland NY Holdings Inc.	251 Little Falls Drive	100%
A Delaware Corporation	Wilmington, DE 19808	
Ardenode Capital	Penthouse	100% of Markland NY Holdings Inc.
An Ireland DAC (Designated Activity Company)	Huguenot House, 35-38 St Stephen's Green, Dublin 2, Ireland	
Sean Mulryan (individual)	Ardenode Stud Ballymore Eustace Co. Kildare, W91 PD85, Ireland	100% of Ardenode Capital

person.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the County, and such acceptance covers all terms, conditions, and specifications of this bid.

Proposal submitted by:

441 Partners, Inc.

By: Frank Walker, Director

**Address: 1201 Hays Street
Tallahassee, Florida 32301**

Telephone No.: +353872516099 Fax No: N/A Mail: fwalker@ballymoregroup.com



Signature



Date

EXHIBIT "E" TO THE RFP

**DRUG-FREE WORKPLACE
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the M/WBE sections of the Palm Beach County Code, sections 2-71 through 2-80.13. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

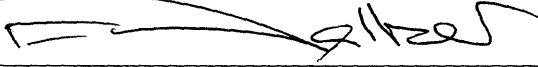
This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in services on behalf of the Respondent that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the services provided under the contract/agreement contained in the RFP that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by: **Frank Walker, the Director of 441 Partners, Inc.**

who does certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.



Signature



Date

Attachment #4
Disclosure of Beneficial Interests w/Exhibits A and B
4 Pages

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, Frank Walker, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is a Director of 441 Partners, Inc., a Florida Corporation, (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: 1201 Hays Street, Tallahassee, Florida 32301.
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.

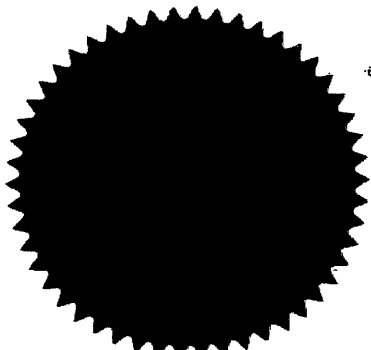
Frank Walker, Affiant
Frank Walker

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th day of February, 2020, by Frank Walker [] who is personally known to me or [] who has produced Irish Passport No. PW3848586 as identification and who did take an oath.

Cathal Young
Notary Public
I, Cathal Young, Notary Public, hereby certifies that this document has been signed by the person named above whose identity I have established
CATHAL YOUNG
(Print Notary Name)

NOTARY PUBLIC
State of ~~Florida at Large~~ IRELAND

My Commission Expires: Commissioned for life





APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. Country: Pays/País:		IRELAND	
This public document Le présent acte public / El presente documento público			
2. has been signed by a été signé par ha sido firmado por		Cathal Young	
3. acting in the capacity of agissant en qualité de quien actúa en calidad de		Notary Public	
4. bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de		Notary Public	
Certified Attesté / Certificado			
5. at à / en	Dublin	6. the le / el día	19/02/2020
7. by par / por	Department of Foreign Affairs and Trade		
8. No sous no bajo el número	5837752020		
9. Seal / stamp: Sceau / timbre Sello / timbre	10. Signature: Signature: Firma: <i>Aisling Quane</i>		
<small>This Apostille certifies the authenticity of the signature and the capacity of the person who has signed the public document. Where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. To verify the issuance of this Apostille, see www.austlii.edu.au/other/dfat/ie</small>			210249

EXHIBIT "A"

PROPERTY

Tract 4 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida.

The above being the real property described under Tax Certificate Number 701 in the Tax Deed recorded in Deed Book 838, Page 343 of the Public Records of Palm Beach County, Florida.



EXHIBIT "B"

**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
Markland NY Holdings Inc.	251 Little Falls Drive	100%
A Delaware Corporation	Wilmington, DE 19808	
Ardenode Capital	Penthouse	100% of Markland NY Holdings Inc.
An Ireland DAC	Huguenot House,	
(Designated Activity Company)	35-38 St Stephen's Green,	
	Dublin 2, Ireland	
Sean Mulryan	Ardenode Stud	100% of Ardenode Capital
(individual)	Ballymore Eustace Co. Kildare,	
	W91 PD85, Ireland	

ATTACHMENT 5
Village of Wellington's January 2, 2020 Letter
2 Pages

Council

Anne Gerwig, Mayor
Michael J. Napoleone, Vice Mayor
John T. McGovern, Councilman
Michael Drahos, Councilman
Tanya Siskind, Councilwoman

Manager
Paul Schofield

January 2, 2020

Mr. Ross Hering, Director
Mr. Richard C. Bogatin, Manager
Property & Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Re: PCN 00-42-43-27-05-018-0040

Gentlemen;

On behalf of the Village of Wellington, we again are receiving inquiries as to the potential development opportunities related to 15.68 ac. parcel as referenced above. As the County is aware, the Village provides that, pursuant to the counties real property disposition policy, the donation of this parcel to Wellington will maximize the goodwill with Palm Beach County.

Respectfully, this letter shall serve as a formal request to transfer title/ownership of Parcel 00-42-43-27-05-018-0040, which is approximate 15.68 acres and is vacant land from Palm Beach County to the Village of Wellington in accordance with this policy.

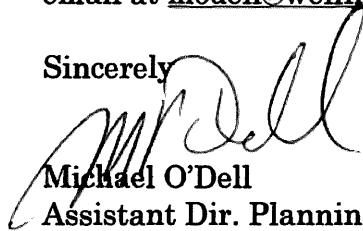
This Property acquired by Palm Beach County on July 3, 1952, through a tax deed is nearly landlocked with only a 20-foot wide drainage easement along its southern border, which extends eastward to the 441/SR7 R/W. Moreover, the reference by the County that access from the north off Old Hammock Way is misleading, as this access point would be located inside the limits of a privately gated community.

The Village contends that since our initial request in June of 2011, the real value of this property is its buffering capabilities between the existing residential to the northwest and any future development to its south and east. As a buffer, this property can also provide passive park uses, such as, pathways for walking and jogging, which over the long term may provide a greater development potential for the privately held lands to the south of this property. Presently the property is inundated with exotic vegetation; including Melaleuca and Australian pines, and has a high potential as being jurisdictional wetland, requiring significant mitigation/credits to develop.

We would again support the County Commission considering the Village's request as was done in 2015 and we would appreciate the opportunity to work with you to accomplish this transfer.

In advance, thank you for your time and please feel free to contact me at 561-753-2532 or by email at modell@wellingtonfl.gov

Sincerely



Michael O'Dell
Assistant Dir. Planning Zoning Building

cc: Wellington Village Council
Paul Schofield