

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	<u>\$395,000</u>				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$395,000</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____
Budget Account No: Fund 4114 Department 121 Unit A187 Object 6101
 Reporting Category _____

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

Approval of this item will result in the expenditure of \$ 395,000 from Land Sale Proceeds.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS


A. OFMB Fiscal and/or Contract Development and Control Comments:

John Smith 8-22-06
OFMB
atw 8-22-06
8/22/06
08/21/06
B. Legal Sufficiency:

Jim J. Jacobst
Contract Dev. and Control
8/24/06
8/23/06

B. Legal Sufficiency:

This item complies with current County policies.


Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

DEPARTMENT OF AIRPORTS

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale, is made and entered into _____, by and between Monte Parker McLendon, Trustee, Monte Parker McLendon Trust Dated 11/21/2000 (hereinafter referred to as the "Seller") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

W I T N E S S E T H:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda and proper amendments hereto.

1.2 **"Closing" and "Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 6.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the effective date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners shall have approved the execution of this Agreement at a formal meeting of the Board.

1.5 **"Inspection Period"** - that certain period of time commencing upon the Effective Date hereof, and terminating thirty (30) days thereafter.

1.6 **"Property"** - The real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situated thereon together with the tenements, hereditaments, easements, privileges, and appurtenances belonging to or serving such property.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and other good and valuable consideration, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants and conditions hereinafter set forth, the Property, together with all right, title and interest of Seller in and to any and all streets, roads, highways, easements, accesses and rights of way appurtenant to the Property, together with all improvements located thereon, if any.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price of the Property shall be One Hundred and Eighty Thousand Dollars (\$ 180,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the purchase price of the Property, subject to any adjustments, credits and prorations as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents and warrants to the best of his knowledge to County as follows:

4.1 That Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

4.2 That there is no litigation, investigation or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affect Seller's ability to perform its obligations under this Agreement.

4.3 That there are no judicial or administrative actions, suits or judgments affecting the Property, including without limitation, any such laws, ordinances, rules or regulations of any governmental authority having jurisdiction of the Property.

4.4 That there are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

4.5 There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted, or planned to be instituted with regard to the Property.

4.6 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or material men's liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.8 There are no service contracts affecting the property which will survive Closing.

4.9 That all ad valorem real property taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with paragraph 11 hereof, for the year of Closing and all prior years.

4.10 That Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.11 That the property is not presently being nor in the past been used for the handling, storage, transportation, or disposal of hazardous or toxic substances, wastes or materials.

4.12 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to Purchaser.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, County shall have the right to (1) terminate this Agreement at any time prior to Closing upon written notice to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages as a result of Seller's breach; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) proceed to close upon the Property pursuant to this Agreement and receive a reduction in the Purchase Price due to such material untruth.

5. INSPECTION OF PROPERTY. During the Inspection Period, Purchaser and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by Purchaser at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner. Nothing contained herein shall be deemed to prohibit Purchaser from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by Purchaser in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder. The obligation of Purchaser to close hereunder is contingent upon there being no adverse change in the condition of the property or the investigations performed pursuant to this Agreement.

6. Closing. The parties agree that the Closing upon the Property shall be consummated as follows:

6.1 Place of Closing. The Closing shall be held at the Palm Beach County Property & Real Estate Management Department, 3323, Building 503, West Palm Beach, Florida, 33406-1491, or such other location as designated by County.

6.2 Closing Date. The Closing shall be Seventy-Five (75) days following the Effective Date of this Agreement or at such earlier date as is mutually agreed upon by the parties.

6.3 Closing Documents. At Closing, Seller shall deliver or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:

6.3.1 Statutory Warranty Deed. A Statutory Warranty Deed conveying good and marketable fee simple title to the property.

6.3.2 Affidavit of Seller. A Seller's Affidavit in form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy, and stating that the Property is free and clear of all encumbrances, mortgages, liens leases, licenses, contracts or claim of rights.

6.3.3 Additional Documents. The parties shall also execute and deliver such other instruments as are necessary or reasonable to consummate the transactions herein contemplated including Seller's Disclosure of Beneficial Interests as required by 286.23, Florida Statutes, which Seller shall provide to County no later than ten (10) days prior to closing.

6.4 Possession. At Closing, Seller shall deliver full, complete and exclusive possession of the Property to the County. Seller shall be entitled to and obligated to remove all personal property from the Property.

6.5 County's Obligations. At Closing, County shall deliver, or cause to be delivered, to Seller, the following:

6.5.1 Cash Due at Closing. The required payment due as cash due at Closing as provided elsewhere herein.

7. EVIDENCE OF TITLE.

7.1 The County may order an owner's title insurance commitment, together with legible copies of all exception to coverage reflected therein, issued by a title insurance company acceptable to County, agreeing to issue to the County upon the recording of the Warranty Deed to the Property, an owner's marketability title insurance policy in the amount of the purchase price, insuring the marketability of the fee title of the County to the Property. The cost of said commitment and policy and any premium therefore shall be borne by County.

7.2 In the event the title insurance commitment shall show as an exception any matter which would render the title unmarketable, County shall notify Seller of County's objections thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date if necessary) within which to cure such defects or to make arrangements with the title insurer for the removal of any such objections from the commitment. Seller shall have the option of discharging any such matters at Closing out of the Closing proceeds. If the defect(s) shall not have been so cured or removed from the commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the property as it then exists and receive a reduction in the Purchase Price due to such defect; or (b) terminating this Agreement, by giving written notice thereof to Seller, in which event the parties shall be relieved of all further obligations hereunder.

7.3 County may request, prior to the Closing, an endorsement of the commitment making it effective to within five (5) days of the Closing Date. At Closing, the title insurance

commitment shall be endorsed to remove any and all requirements or preconditions to the issuance of an owner's marketability title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property; (c) easements or claims of easement not shown by the public records; (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Property by the County.

7.4 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

8. SURVEY. County shall have the right to obtain a current survey of the Property and all improvements thereon. Said survey shall be prepared in accordance with the minimum technical standards for surveys within the State of Florida. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, which affect marketability of the Property, the same shall be treated as title defects as described in Section 7 of this Agreement and County shall have the same rights and remedies as set forth therein.

9. RADON GAS. Radon is 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 testing may be obtained from your County public health unit.

10. EXPENSES. County shall be responsible for preparation of all Closing documents.

10.1 County shall pay the following expenses at Closing.

10.1.1 The cost of recording the deed of conveyance.

10.1.2 Documentary Stamps required to be affixed to the deed of conveyance.

10.1.3 All costs and premiums for the owner's marketability title insurance commitment and policy.

10.2 Seller shall pay the following expenses at Closing:

10.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

10.3 The Seller and County shall each pay their own attorneys' fees.

11. PRORATIONS. On or before the Closing Date, Seller shall establish and escrow fund with the County Tax collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem real property taxes for the year of Closing as determined by the Tax Collector.

12. ASSESSMENTS. If on the Closing Date, the Property or any part thereof shall be or shall have been affected by assessments which are, or which may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable

and to be liened upon the premises affected thereby, and shall be paid and discharged by the Seller on or before Closing Date.

13. CONDEMNATION. In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations and warranties of this Agreement, to the Closing of the transaction contemplated hereby and receive title to the Property; receiving, however, any and all damages, awards or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

14. REAL ESTATE BROKER. Seller and County each represents and warrants to the other that it has not dealt with any broker, salesman, agent or finder in connection with this transaction, except O.R. Colan Associates, Inc. ("Broker") whose commissions and fees shall be payable by County pursuant to separate written agreement. Without limiting the effect of the foregoing, Seller agrees to indemnify, defend and save the County harmless from the claims and demands of any real estate broker, salesman, agent or finder, other than Broker, claiming to have dealt with Seller. Such indemnity shall include, without limitation, the payment of all costs, expenses and attorneys fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

15. FIRPTA. Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act, (the "Act"). At Closing, the Seller shall execute and deliver to County, a "Non-Foreign Certificate", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Certificate, County shall be authorized to withhold from the Closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

16. MAINTENANCE. Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Buyer shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

17. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

17.1 Purchaser:

Palm Beach County
Department of Airports of Palm Beach County
Building 846, PBIA
West Palm Beach, Florida 33406-1491

With a copy to:

County Attorney
Palm Beach County Attorneys' Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

17.2 Seller:

Monte Parker McLendon, Trustee,
Monte Parker McLendon Trust Dated 11/21/2000
1470 NW Lakeside Trail
Stuart, FL 34994-9506
Phone: 561-254-2221 cell

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

18. ASSIGNMENT. No party to this Agreement may assign this Agreement or any interest herein without prior written consent of the other party(s), which may be granted or withheld at such other party(s) sole and absolute discretion.

19. DEFAULT. In the event Seller fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

20. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

21. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

22. TIME OF ESSENCE. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

23. INTEGRATION. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

24. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

25. NON-EXCLUSIVITY OF REMEDIES. 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 or 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.

26. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds or race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

27. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

28. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

29. SURVIVAL. The parties warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

30. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

32. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page left blank intentionally)

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 Seller:

8-9-06

SELLER:

Monte Parker McLendon, Trustee
Monte Parker McLendon, Trustee,
Monte Parker McLendon Trust Dated 11/20/2000
Print Name

Yamilette Bertelsen
Yamilette Bertelsen
(as to Seller)

Donna L. Neeley
Donna L. Neeley
(as to Seller)

SELLER:

(as to Seller)

Print Name

(as to Seller)

Date of Execution by County:

Attest:

SHARON BOCK, Clerk &
Comptroller

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

By: _____

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: Sam Kelly
Director of Airports

G:\COMMON\ATTY\WPDATA\GENGOVT\HFALCON\FORMS\p&s-vac (07/10/00)

Runway 9L – West
Parcels W-87

Exhibit “A”

Legal Description

LOT 14, LILLY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 21, PAGE 46.

Law Office
VANCE, DONEY & MacGIBBON, P.A.
SUITE 610, THE FORUM
1665 PALM BEACH LAKES BOULEVARD
WEST PALM BEACH, FLORIDA 33401
_____ *

William P. Doney
B. Douglas MacGibbon

Telephone (561) 684-5544
Facsimile (561) 684-0833
E-mail: vancedoney@yahoo.com

James W. Vance
(Retired)

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE

Seller and Purchaser hereby agree to the following Addenda to the Department of Airports Agreement For Purchase and Sale as follows:

1. Seller states that the subject property is not currently leased.
2. Seller will not lease, or attempt to lease the property, while the Department of Airports Agreement For Purchase and Sale (Sales Contract) is being approved by the Board of County Commissioners of Palm Beach County. Purchaser shall place the Department of Airports Agreement For Purchase and Sale on the next available Board of County Commissioners of Palm Beach County agenda.
3. Upon approval of the sales contract, Seller shall not lease or attempt to lease the property prior to closing with Buyer.

Mont B. MacGibbon 8-9-06
SELLER DATE

BUYER

DATE



August 10, 2006

Jerry L. Allen, AAE
Deputy Director Planning and Community Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RE: Runway 9L-West
Transmittal of Agreement For Purchase and Sale
Parcel: W-87, Monte Parker McLendon

Dear Mr. Allen:

Enclosed please find two (2) executed originals of the Agreement For Purchase And Sale, a copy of the offer letter, the review appraisal statement and the contact record for Parcel W-87 on the above-referenced project. The Agreements have been signed at the negotiated amount of \$180,000.00. = [\$145,000.00. (appraised amount) + \$35,000.00. (counter offer increase)].

These Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their September 12, 2006 meeting. Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'YB Bertelsen', is written over the typed name and title.


Yvonne Bertelsen
Acquisition Agent

YB/yb

Attachments

MEMORANDUM

TO: Jerry L. Allen, AAE
Deputy Director Planning and Community Affairs

FROM: Yamilette Bertelsen 
O. R. Colan Associates

DATE: August 10, 2006

SUBJECT: Runway 9L-West
Recommendation For Administrative Settlement
Parcel: W-87, Monte Parker McLendon

An Agreement for Purchase and Sale in the amount of \$180,000. has been signed by Monte Parker McLendon, who is the owner of Parcel W-87, on the above-referenced project. This agreement represents an increase of \$35,000. over the approved appraisal report of \$145,000. It should be noted that the assessed value from the Palm Beach County Tax Collector is \$64,258. for this lot that is improved with a 502 square foot residential structure with a detached shed.

Should the County decide that \$180,000. is a reasonable and justified amount, this agreement would be considered an Administrative Settlement under the FAA ORDER 5100.37A Chapter 3.; Section 2. The FAA lists many items to be considered when entering into an Administrative Settlement. Our office will summarize the situation of the potential settlement and offer our recommendation to the County.

The subject property is improved with a 502 square foot residential structure located on the south side of Elizabeth Street west of Military Trail. The property is located at 4976 Elizabeth Street. The subject site contains approximately 0.11 acres or 4,650 square feet of land and is zoned RM with a land use designation of MR-5.

Mr. McLendon has been the owner of record of the subject property since October of 1997. Throughout his ownership Mr. McLendon has rented the property and utilized the rental revenue to supplement his income. At the time of the offer presentation Mr. McLendon indicated the property was vacant and that he was in the process of running a rental advertisement in the local newspaper. We discussed Mr. McLendon's willingness to sell the subject property and he indicated he would be agreeable if the Department of Airports would accept a sales price of \$180,000. in order to off-set some of the capital invested in the upkeep of the unit and to help off-set the loss of rental revenue.


Page 2 of 2
Jerry L. Allen, AAE
August 10, 2006

Historically, tenants in the subject and neighboring areas have been lower income tenants. If Mr. McLendon elects to rent the residence and executes the Agreement For Purchase and Sale, the Department may end-up extending relocation benefits in excess of the \$35,000. to relocate the displacee.


Over the past six years the Department of Airports has made Mr. McLendon three offers to purchase the subject property. Taking into account the expense of updating appraisals, the appreciation of real estate in Palm Beach County and the possibility of having to pay relocation benefits to a future tenant, it is my recommendation the Department of Airports accept Mr. McLendon's counter offer to avoid additional costs to acquire the subject property. Mr. McLendon agreed to execute an Addenda to the Agreement for Purchase and Sale stating the subject property is currently not rented nor will he enter into a lease agreement with any prospective tenant while the Department approves his agreement and prepares his parcel for closing.

The most reasonable solution to the acquisition of the subject lot is to compromise and settle at a price agreeable to all parties involved.

The difference between the appraised value of \$145,000. of the subject site and the negotiated settlement of \$180,000. is \$35,000. although this is a significant increase it is in the Departments best interest to acquire the parcel at this negotiated amount and avoid further expenses.


Recommended By: Yamillette Bertelsen, Acquisition Agent
O. R. Colan Associates

DATE: 8/10/06


Approved By: Jerry L. Allen, AAE
Deputy Director Planning and Community Affairs
Palm Beach County Department of Airports

DATE: 8/10/06

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Tony Masiotti, Chairman
Addie L. Greene, Vice Chairperson
Karen T. Marcus
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson

COUNTY ADMINISTRATOR
Robert Weisman

DEPARTMENT OF AIRPORTS



July 21, 2006

Monte Parker Mclendon
1470 NW Lakeside Trail
Stuart, FL 34994

Subject: Offer to Purchase
Parcel W-87
Location: Runway 9L-West
4976 Elizabeth Street
West Palm Beach, FL 33415

Dear Mr. Mclendon:

This letter is to inform you of the intent of the Palm Beach County Department of Airports to offer to acquire your property located at 4976 Elizabeth Street, West Palm Beach, Florida 33415 and the compensation you may expect to receive for its purchase.

With respect to the offer to purchase your property, you will be offered compensation in an amount not less than the approved fair market value, which is based on an appraisal using current market data obtained by a qualified real estate appraiser and that has been reviewed and checked by another appraiser. The appraisal does not reflect any decrease or increase in the fair market value caused by the project for which your property is being acquired.

The Department has reviewed the appraisal that was prepared on your property and determined that the fair market value of the property to be acquired is \$145,000.00.


After the Department has acquired your property (date of closing), you will be expected to surrender possession of the subject property at the time of closing. You have the right to full payment of the fair market value of your property prior to surrendering possession, provided title is clear.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
(561) 471-7412 FAX: (561) 471-7427
www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

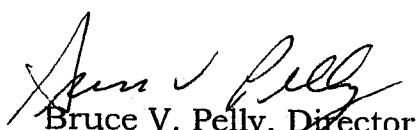
 printed on recycled paper

"An Equal Opportunity-Affirmative Action Employer"

Because the Department is now acquiring properties in the project area on a voluntary basis to the extent federal funds are currently available and in order that the available funding is utilized at the earliest date practical to persons desiring to sell in the higher priority areas, this opportunity for you to sell your property is limited to ninety (90) days from the date of this letter unless you express a desire not to sell your property.

It is the intent of the Department to assist you in every way possible in conveying your property to the Department. If you have any questions, please feel free to contact a representative from O.R. Colan Associates, Inc. at (561)478-7210.

Sincerely,


Bruce V. Pelly, Director
Department of Airports

BVP/dn

cc: Jerry L. Allen, AAE, Dept. of Airports
O.R. Colan Associates, Inc.
Parcel File

RUNWAY 9L WEST ACQUISITION AND RELOCATION PROGRAM
Department of Airports
Palm Beach County, Florida

OWNER: Monte Parker McLendon **PARCEL:** W-87
PROPERTY ADDRESS: 4976 Elizabeth Street, West Palm Beach, FL **OUR FILE:** 05-16

I have completed my review of the above-referenced parcel. My opinion is based on the following.

This value estimate may be used in conjunction with a Federal Aid project.

As part of the appraisal review, there has been a field inspection of the parcel(s) to be acquired and the comparable sales applicable thereto.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.

My estimate has been reached independently without collaboration or direction and is based on appraisals and other pertinent factual data.

Unless otherwise stated, this value estimate contains no items compensable under state law but not eligible under federal reimbursement. Any non-compensable items are listed below together with their appraised value followed by the notation ("non-compensable").

Unless otherwise stated, the reviewer agrees with the identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures, which the appraiser considered to be part of the real property to be acquired.

It is my opinion that the market value of the land and improvements appraised, as of June 20, 2006 is \$145,000.

This estimate of market value is based upon an appraisal report prepared by Robert B. Banting, MAI and Michael J. Brady of Anderson & Carr, Inc. Robert Banting is a state certified general appraiser and Michael Brady is a state certified residential appraiser.

The subject property is a very small one bedroom, one bathroom single-family residence of frame and stucco construction. The residence has a living area of 502 square feet. The residence has central air conditioning. The structure, approximately 59 years old, is in average condition with no significant areas of deferred maintenance.

The Sales Comparison Approach to value is the only approach used in the appraisal. The appraiser did not consider the Cost Approach pertinent due to the age of the subject improvement. The Income Approach was not applied due to the lack of single family rental data in the area.

The subject is on the fringe of the Palm Beach International Airport noise impact area. Two of the three comparable sales was similarly impacted and no adjustment is warranted. The other sales were north of the runway alignment.

RUNWAY 9L WEST ACQUISITION AND RELOCATION PROGRAM

**Department of Airports
Palm Beach County, Florida**

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The appraiser was able to find sales of three small houses that ranged in size from 588 square feet to 750 square feet. The sales were similar to the subject in age and presented an unadjusted value range of from \$130,000 to \$170,000. A variety of adjustments were made for differences in physical features. The most significant adjustments in this case were for physical condition and size.

Unless otherwise stated in this report, the existence of hazardous substances, including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of the appraiser, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. However, the appraiser is not qualified to test such substances or conditions. If the presence of such substances as asbestos, ureaformaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such condition or for any expertise or engineering knowledge required to discover them.

After adjustments, the indicated value range is between \$135,900 and \$162,800. The appraiser correlated to a value of \$145,000.

The appraiser's adjustments are considered adequately supported. The appraiser's value conclusion is considered appropriate. Therefore, the market value of the subject property is estimated at \$145,000.

July 6, 2006
Date of Signature



Edward E. Wilson, ASA, State Certified
General Real Estate Appraiser #0000123, Review Appraiser

PALM BEACH INTERNATIONAL AIRPORT

OFFER CONTACT:

PROJECT: Runway 9L - West

PARCEL NO. W-87

PROPERTY OWNER(S): Monte Parker McLendon

PROPERTY ADDRESS: 4916 Elizabeth Street, West Palm Beach, FL 33415

DATE: 07/21/2006 PLACE: 1470 NW Lakside Trail, Stuart, FL 34994

CONTACT BY: TELEPHONE: _____

IN PERSON: X

MAIL: _____

PERSONS PRESENT: Monte Parker McLendon and Yamilette Bertelsen (ORC), Donna Neeley (ORC)

ITEMS DISCUSSED:

X APPRAISAL & REVIEW PROCEDURES

X NEGOTIATION PROCESS

X RELOCATION BENEFITS

X CLOSING PROCEDURE

X OFFER OF ASSISTANCE IN

OBTAINING REPLACEMENT

X AGREEMENT TO SELL

ITEMS DELIVERED:

X OFFER LETTER

X AGREEMENT TO SELL

RELOCATION STATEMENT OF ELIGIBILITY

X RELOCATION BROCHURE

OTHER, SPECIFY: _____

SUMMARY OF MEETING AND COMMENTS:

07/21/2006 - I met with the above owner in order to present the offer to sell in the amount of \$145,000.00. The owner does not reside on the property but does rent the property to supplement his income. As per Mr. McLendon the house is presently vacant. Mr. McLendon will be eligible for a personal property move for items stored in his shed. Mr. McLendon stated he would consider selling the subject property for \$180,000.00.

AMOUNT OF ANY COUNTER OFFERS: \$180,000.00

NEGOTIATOR: Yamilette Bertelsen

SUMMARY OF ADDITIONAL CONTACTS:

10/1999 - The Department Offered \$39,000.00. Mr. McLendon's Counter offer amount of \$70,475.25. The Department rejected this counter offer.

07/2004- The Department Offered \$115,000.00. Mr. McLendon's Counter offer amount of \$150,000.00. The Department rejected this counter offer.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

REPLACEMENT HOUSING CALCULATION

PARCEL W-87

Owner Monte Parker Mclendon Spouse N/A O/T O

The Relocation Agent certifies that:

- (a) This determination of replacement value is to be used in connection with a Federal Aid Project
- (b) They have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from it's acquisition.
- (c) The comparables are representative of the subject property, available on the private market and meet the criteria of a comparable property.
- (d) The comparable can be found in Comparable Book N/A

OWNER TO OWNER (180 Day Occupant)

My opinion is that Comparable No. N/A is most comparable and is equal to or better than the subject property; therefore, the indicated replacement housing cost is: \$ -0-

TENANT TO TENANT OR 90 DAY OWNER TO TENANT

My opinion is that Comparable No. is most comparable and is equal to or better than the subject property; therefore, the indicated rental payment is: \$

TENANT TO OWNER OR 90 DAY OWNER TO OWNER (Down Payment)

\$

* The subject property is unoccupied. Therefore, the owner is not eligible for a replacement housing payment.

Date 07/20/06

Donna Y. Neely
Relocation Agent

Date 7/20/06

Jerry J. Allen
Approved for:
Palm Beach County Department of
Airports

**Palm Beach International Airport
Statement of Replacement Housing Determination
Owner Occupied Conventional Dwelling**

Runway 9L- West

Address: 4976 Elizabeth Street, West Palm Beach, FL 33415

Parcel: W-87

I certify that:

(a) I understand that this determination of replacement value is to be used in connection with the Palm Beach International Airport Runway 9L - West Project. (b) I have no direct or indirect, present, or contemplated future personal interest in this property and I do not benefit from the acquisition of this property.

(c) Description of Property:

The subject property is a 1 Story Frame dwelling, arranged as 4 rooms, with 1 bedrooms and 1 baths, with approximately 502 habitable square feet of living space and no garage/carport. It is approximately 59 years old. It is occupied by adults and children.

(d) Comparables Used:

Comp No. N/A Address _____
with _____ rooms, _____ bedrooms, _____ baths, approximately _____
habitable square feet and _____ garage(s). Asking Price \$ _____

Comp No. NA Address _____
with _____ rooms, _____ bedrooms, _____ baths, approximately _____
habitable square feet and _____ garage(s). Asking Price \$ _____

Comp No. N/A Address _____
with _____ rooms, _____ bedrooms, _____ baths, approximately _____
habitable square feet and _____ garage(s). Asking Price \$ _____

(e) All comparables used appear to be decent, safe and sanitary and are adequate to meet the needs of the displacees. All comparables are functionally equivalent to or better than the subject.

(f) My opinion is that Comparable No. N/A is the most comparable and is functionally equivalent to the subject property. Therefore, the Replacement Housing Payment is: \$ -0-

07/20/06

Determination Date:

Relocation Agent: Donna A. Neelley

July 20, 2006

Approval Date:

Reviewed By: Elizabeth C. Marjan

* The subject property is unoccupied. Therefore, the owner is not eligible for a replacement housing payment.

DEPARTMENT OF AIRPORTS

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale, is made and entered into _____, by and between Mary Ann Wurst, Personal Representative Of the Estate of Virginia M. Rypka (hereinafter referred to as the "Seller") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

W I T N E S S E T H:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda and proper amendments hereto.

1.2 **"Closing" and "Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 6.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the effective date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners shall have approved the execution of this Agreement at a formal meeting of the Board.

1.5 **"Inspection Period"** - that certain period of time commencing upon the Effective Date hereof, and terminating thirty (30) days thereafter.

1.6 **"Property"** - The real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situated thereon together with the tenements, hereditaments, easements, privileges, and appurtenances belonging to or serving such property.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and other good and valuable consideration, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants and conditions hereinafter set forth, the Property, together with all right, title and interest of Seller in and to any and all streets, roads, highways, easements, accesses and rights of way appurtenant to the Property, together with all improvements located thereon, if any.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price of the Property shall be Two Hundred and Fifteen Thousand Dollars (\$ 215,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the purchase price of the Property, subject to any adjustments, credits and prorations as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents and warrants to the best of his knowledge to County as follows:

4.1 That Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

4.2 That there is no litigation, investigation or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affect Seller's ability to perform its obligations under this Agreement.

4.3 That there are no judicial or administrative actions, suits or judgments affecting the Property, including without limitation, any such laws, ordinances, rules or regulations of any governmental authority having jurisdiction of the Property.

4.4 That there are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

4.5 There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted, or planned to be instituted with regard to the Property.

4.6 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or material men's liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.8 There are no service contracts affecting the property which will survive Closing.

4.9 That all ad valorem real property taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with paragraph 11 hereof, for the year of Closing and all prior years.

4.10 That Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.11 That the property is not presently being nor in the past been used for the handling, storage, transportation, or disposal of hazardous or toxic substances, wastes or materials.

4.12 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to Purchaser.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, County shall have the right to (1) terminate this Agreement at any time prior to Closing upon written notice to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages as a result of Seller's breach; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) proceed to close upon the Property pursuant to this Agreement and receive a reduction in the Purchase Price due to such material untruth.

5. INSPECTION OF PROPERTY. During the Inspection Period, Purchaser and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by Purchaser at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner. Nothing contained herein shall be deemed to prohibit Purchaser from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by Purchaser in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder. The obligation of Purchaser to close hereunder is contingent upon there being no adverse change in the condition of the property or the investigations performed pursuant to this Agreement.

6. Closing. The parties agree that the Closing upon the Property shall be consummated as follows:

6.1 Place of Closing. The Closing shall be held at the Palm Beach County Property & Real Estate Management Department, 3323, Building 503, West Palm Beach, Florida, 33406-1491, or such other location as designated by County.

6.2 Closing Date. The Closing shall be Seventy-Five (75) days following the Effective Date of this Agreement or at such earlier date as is mutually agreed upon by the parties.

6.3 Closing Documents. At Closing, Seller shall deliver or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:

6.3.1 Statutory Warranty Deed. A Statutory Warranty Deed conveying good and marketable fee simple title to the property.

6.3.2 Affidavit of Seller. A Seller's Affidavit in form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy, and stating that the Property is free and clear of all encumbrances, mortgages, liens leases, licenses, contracts or claim of rights.

6.3.3 Additional Documents. The parties shall also execute and deliver such other instruments as are necessary or reasonable to consummate the transactions herein contemplated including Seller's Disclosure of Beneficial Interests as required by 286.23, Florida Statutes, which Seller shall provide to County no later than ten (10) days prior to closing.

6.4 Possession. At Closing, Seller shall deliver full, complete and exclusive possession of the Property to the County. Seller shall be entitled to and obligated to remove all personal property from the Property.

6.5 County's Obligations. At Closing, County shall deliver, or cause to be delivered, to Seller, the following:

6.5.1 Cash Due at Closing. The required payment due as cash due at Closing as provided elsewhere herein.

7. EVIDENCE OF TITLE.

7.1 The County may order an owner's title insurance commitment, together with legible copies of all exception to coverage reflected therein, issued by a title insurance company acceptable to County, agreeing to issue to the County upon the recording of the Warranty Deed to the Property, an owner's marketability title insurance policy in the amount of the purchase price, insuring the marketability of the fee title of the County to the Property. The cost of said commitment and policy and any premium therefore shall be borne by County.

7.2 In the event the title insurance commitment shall show as an exception any matter which would render the title unmarketable, County shall notify Seller of County's objections thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date if necessary) within which to cure such defects or to make arrangements with the title insurer for the removal of any such objections from the commitment. Seller shall have the option of discharging any such matters at Closing out of the Closing proceeds. If the defect(s) shall not have been so cured or removed from the commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the property as it then exists and receive a reduction in the Purchase Price due to such defect; or (b) terminating this Agreement, by giving written notice thereof to Seller, in which event the parties shall be relieved of all further obligations hereunder.

7.3 County may request, prior to the Closing, an endorsement of the commitment making it effective to within five (5) days of the Closing Date. At Closing, the title insurance

commitment shall be endorsed to remove any and all requirements or preconditions to the issuance of an owner's marketability title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property; (c) easements or claims of easement not shown by the public records; (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Property by the County.

7.4 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

8. SURVEY. County shall have the right to obtain a current survey of the Property and all improvements thereon. Said survey shall be prepared in accordance with the minimum technical standards for surveys within the State of Florida. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, which affect marketability of the Property, the same shall be treated as title defects as described in Section 7 of this Agreement and County shall have the same rights and remedies as set forth therein.

9. RADON GAS. Radon is 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 testing may be obtained from your County public health unit.

10. EXPENSES. County shall be responsible for preparation of all Closing documents.

10.1 County shall pay the following expenses at Closing.

10.1.1 The cost of recording the deed of conveyance.

10.1.2 Documentary Stamps required to be affixed to the deed of conveyance.

10.1.3 All costs and premiums for the owner's marketability title insurance commitment and policy.

10.2 Seller shall pay the following expenses at Closing:

10.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

10.3 The Seller and County shall each pay their own attorneys' fees.

11. PRORATIONS. On or before the Closing Date, Seller shall establish and escrow fund with the County Tax collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem real property taxes for the year of Closing as determined by the Tax Collector.

12. ASSESSMENTS. If on the Closing Date, the Property or any part thereof shall be or shall have been affected by assessments which are, or which may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable

and to be liened upon the premises affected thereby, and shall be paid and discharged by the Seller on or before Closing Date.

13. CONDEMNATION. In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations and warranties of this Agreement, to the Closing of the transaction contemplated hereby and receive title to the Property; receiving, however, any and all damages, awards or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

14. REAL ESTATE BROKER. Seller and County each represents and warrants to the other that it has not dealt with any broker, salesman, agent or finder in connection with this transaction, except O.R. Colan Associates, Inc. ("Broker") whose commissions and fees shall be payable by County pursuant to separate written agreement. Without limiting the effect of the foregoing, Seller agrees to indemnify, defend and save the County harmless from the claims and demands of any real estate broker, salesman, agent or finder, other than Broker, claiming to have dealt with Seller. Such indemnity shall include, without limitation, the payment of all costs, expenses and attorneys fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

15. FIRPTA. Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act, (the "Act"). At Closing, the Seller shall execute and deliver to County, a "Non-Foreign Certificate", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Certificate, County shall be authorized to withhold from the Closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

16. MAINTENANCE. Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Buyer shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

17. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

17.1 Purchaser:

Palm Beach County
Department of Airports of Palm Beach County
Building 846, PBIA
West Palm Beach, Florida 33406-1491

With a copy to:

County Attorney
Palm Beach County Attorneys' Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

17.2 Seller:

Mary Ann Wurst, Personal Representative
Of the Estate of Virginia M. Rypka
1215 Glassboro Road
Woodbury, NJ 08097
Phone: 856-845-5907

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

18. ASSIGNMENT. No party to this Agreement may assign this Agreement or any interest herein without prior written consent of the other party(s), which may be granted or withheld at such other party(s) sole and absolute discretion.

19. DEFAULT. In the event Seller fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

20. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit, or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

21. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

22. TIME OF ESSENCE. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

23. INTEGRATION. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

24. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

25. NON-EXCLUSIVITY OF REMEDIES. 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 or 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.

26. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds or race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

27. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

28. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

29. SURVIVAL. The parties warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

30. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

32. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page left blank intentionally)

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 Seller:

Aug 8, 00

SELLER:

Mary Ann Wurst
Mary Ann Wurst, Personal Representative Of the Estate of
Virginia M. Rypka
Print Name

Leonard J. Wurst Jr
(as to Seller)
Charles M. Milligan Jr

(as to Seller)

(as to Seller)

(as to Seller)

SELLER:

Print Name

Date of Execution by County:

Attest:

SHARON BOCK, Clerk &
Comptroller

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

By: _____

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: James P. Kelly
Director of Airports

G:\COMMON\ATTY\WPDATA\GENGOV\TH\FALCON\FORMS\p&s-vac (07/10/00)

Runway 9L – West
Parcels W-170

Exhibit “A”

Legal Description

Lots 65, 66, and 67, FERRIS PARK, according to the Plat thereof on file in the Office of the Clerk of the Circuit Courts in and for Palm Beach County, Florida, as recorded in Plat Book 13, Page 9.



August 10, 2006

Jerry L. Allen, AAE
Deputy Director Planning and Community Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RE: Runway 9L-West
Transmittal of Agreement For Purchase and Sale
Parcel: W-170, Estate of Virginia M. Rypka

Dear Mr. Allen:

Enclosed please find two (2) executed originals of the Agreement For Purchase And Sale, a copy of the offer letter, the review appraisal statement, the replacement housing payment calculation and the contact record for Parcel P-2 on the above referenced project. The Agreements have been signed at the approved value of \$215,000.

These Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their September 12, 2006 meeting. Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Yamilette Bertelsen', is written over a horizontal line.

Yamilette Bertelsen
Acquisition Agent

YB/yb

Attachments

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Tony Masiolotti, Chairman
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DEPARTMENT OF AIRPORTS



July 31, 2006

Certified Mail 70020510000160497190

Mary Ann Wurst, Personal Representative
Of the Estate of Virginia M. Rypka
1215 Glassboro Road
Woodbury, NJ 08097

Subject: Offer to Purchase
Parcel W-170
Location: Runway 9L-West
4545 Bertram Street
West Palm Beach, FL 33415

Dear Mrs. Wurst:

This letter is to inform you of the intent of the Palm Beach County Department of Airports to offer to acquire your property located at 4545 Bertram Street, West Palm Beach, Florida 33415 and the compensation you may expect to receive for its purchase.

With respect to the offer to purchase your property, you will be offered compensation in an amount not less than the approved fair market value, which is based on an appraisal using current market data obtained by a qualified real estate appraiser and that has been reviewed and checked by another appraiser. The appraisal does not reflect any decrease or increase in the fair market value caused by the project for which your property is being acquired.

The Department has reviewed the appraisal that was prepared on your property and determined that the fair market value of the property to be acquired is \$215,000.00.


After the Department has acquired your property (date of closing), you will be expected to surrender possession of the subject property at the time of closing. You have the right to full payment of the fair market value of your property prior to surrendering possession, provided title is clear.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
(561) 471-7412 FAX: (561) 471-7427
www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

 printed on recycled paper

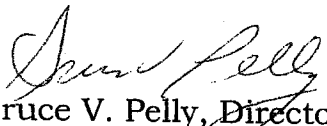
"An Equal Opportunity-Affirmative Action Employer"

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Because the Department is now acquiring properties in the project area on a voluntary basis to the extent federal funds are currently available and in order that the available funding is utilized at the earliest date practical to persons desiring to sell in the higher priority areas, this opportunity for you to sell your property is limited to ninety (90) days from the date of this letter unless you express a desire not to sell your property.

It is the intent of the Department to assist you in every way possible in conveying your property to the Department. If you have any questions, please feel free to contact a representative from O.R. Colan Associates, Inc. at (561)478-7210.

Sincerely,


Bruce V. Pelly, Director
Department of Airports

BVP/dn

cc: Jerry L. Allen, AAE, Dept. of Airports
O.R. Colan Associates, Inc.
Parcel File

RUNWAY 9L WEST ACQUISITION AND RELOCATION PROGRAM

**Department of Airports
Palm Beach County, Florida**

OWNER: Virginia M. Rypka **PARCEL:** W-170
PROPERTY ADDRESS: 4545 Bertram Street, West Palm Beach, FL **OUR FILE:** 05-16

I have completed my review of the above-referenced parcel. My opinion is based on the following.

This value estimate may be used in conjunction with a Federal Aid project.

As part of the appraisal review, there has been a field inspection of the parcel(s) to be acquired and the comparable sales applicable thereto.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.

My estimate has been reached independently without collaboration or direction and is based on appraisals and other pertinent factual data.

Unless otherwise stated, this value estimate contains no items compensable under state law but not eligible under federal reimbursement. Any non-compensable items are listed below together with their appraised value followed by the notation ("non-compensable").

Unless otherwise stated, the reviewer agrees with the identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures, which the appraiser considered to be part of the real property to be acquired.

It is my opinion that the market value of the land and improvements appraised, as of June 6, 2006 is \$215,000.

This estimate of market value is based upon an appraisal report prepared by Robert B. Banting, MAI and Michael J. Brady of Anderson & Carr, Inc. Robert Banting is a state certified general appraiser and Michael Brady is a state certified residential appraiser.

The subject property is a three bedroom, 1½-bathroom single-family residence of concrete block construction. The site backs up to a commercial property that fronts on Military Trail. However, due to its size and location it would have to be assembled to be developed with a commercial use. The appraiser concludes its highest and best use is as improved. The residence has a living area of 1,252 square feet. The residence has air conditioning from window units. The structure, approximately 52 years old, is in average condition with no significant areas of deferred maintenance.

The Sales Comparison Approach to value is the only approach used in the appraisal. The appraiser did not consider the Cost Approach pertinent due to the age of the subject improvement. The Income Approach was not applied due to the lack of single family rental data in the area.

The subject is on the fringe of the Palm Beach International Airport noise impact area. Four of the five comparable sales were similarly impacted to some degree and no adjustment is warranted. The other sale was south of the runway alignment.

RUNWAY 9L WEST ACQUISITION AND RELOCATION PROGRAM
Department of Airports
Palm Beach County, Florida

OWNER: Virginia M. Rypka **PARCEL:** W-170
PROPERTY ADDRESS: 4545 Bertram Street, West Palm Beach, FL **OUR FILE:** 05-16

Page 2

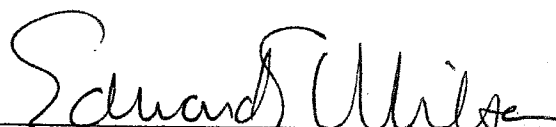
The comparable sales present an unadjusted value range of from \$215,000 to \$226,000. A variety of adjustments were made for differences in physical features. The most significant adjustments in this case were for physical condition and size.

Unless otherwise stated in this report, the existence of hazardous substances, including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of the appraiser, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. However, the appraiser is not qualified to test such substances or conditions. If the presence of such substances as asbestos, ureaformaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such condition or for any expertise or engineering knowledge required to discover them.

After adjustments, the indicated value range is between \$209,500 and \$224,400. The appraiser correlated to a value of \$215,000.

The appraiser's adjustments are considered adequately supported. The appraiser's value conclusion is considered appropriate. Therefore, the market value of the subject property is estimated at \$215,000.

July 6, 2006
Date of Signature



Edward E. Wilson, ASA, State Certified
General Real Estate Appraiser #0000123, Review Appraiser

Palm Beach International Airport
Statement of Replacement Housing Determination
Owner Occupied Conventional Dwelling

Owner: Mary Ann Worst, Personal Rep. of the Estate of Virginia M. Rypka **Runway 9L- West**
Address: 4545 Bertram Street, West Palm Beach, FL 33415
Acquisition: \$215,000.00 **Parcel:** W-170

I certify that:

(a) I understand that this determination of replacement value is to be used in connection with the Palm Beach International Airport Runway 9L - West Project. (b) I have no direct or indirect, present, or contemplated future personal interest in this property and I do not benefit from the acquisition of this property.

(c) Description of Property:

The subject property is a 1 Story CBS dwelling, arranged as 6 rooms, with 3 bedrooms and 1.5 baths, with approximately 1,252 habitable square feet of living space and no garage/carport. It is approximately 52 years old. It is occupied by 0 adults and 0 children.

(d) Comparables Used:

Comp No. N/A Address _____
with _____ rooms, _____ bedrooms, _____ baths, approximately _____
habitable square feet and _____ garage(s). Asking Price \$ _____

Comp No. N/A Address _____
with _____ rooms, _____ bedrooms, _____ baths, approximately _____
habitable square feet and _____ garage(s). Asking Price \$ _____

Comp No. N/A Address _____
with _____ rooms, _____ bedrooms, _____ baths, approximately _____
habitable square feet and _____ garage(s). Asking Price \$ _____

(e) All comparables used appear to be decent, safe and sanitary and are adequate to meet the needs of the displacees. All comparables are functionally equivalent to or better than the subject.

(f) My opinion is that Comparable No. N/A is the most comparable and is functionally equivalent to the subject property. Therefore, the Replacement Housing Payment is: \$-0-

07/28/06

Determination Date: _____

July 28, 2006

Approval Date: _____

Donna S. Neelley
Relocation Agent:

Elizabeth C. May
Reviewed By:

* The subject property is unoccupied. Therefore, the owner is not eligible for a Replacement Housing Pa

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

REPLACEMENT HOUSING CALCULATION

PARCEL W-170

Owner Mary Ann Wurst, Personal Representative Spouse N/A O/T Owner
Of the Estate of Virginia M. Rypka

The Relocation Agent certifies that:

- (a) This determination of replacement value is to be used in connection with a Federal Aid Project
- (b) They have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from it's acquisition.
- (c) The comparables are representative of the subject property, available on the private market and meet the criteria of a comparable property.
- (d) The comparable can be found in Comparable Book N/A.

OWNER TO OWNER (180 Day Occupant)

My opinion is that Comparable No. N/A is most comparable and is equal to or better than the subject property; therefore, the indicated replacement housing cost is: \$ -0- *

TENANT TO TENANT OR 90 DAY OWNER TO TENANT

My opinion is that Comparable No. _____ is most comparable and is equal to or better than the subject property; therefore, the indicated rental payment is: \$ _____

TENANT TO OWNER OR 90 DAY OWNER TO OWNER (Down Payment)

\$ _____

* The property is unoccupied. Therefore, the owner is not eligible for a replacement housing payment.

Date 7/28/06

Deanna G. Nealey
Relocation Agent

Date 7/31/06

Jerry J. Allen
Approved for:
Palm Beach County Department of
Airports

PALM BEACH INTERNATIONAL AIRPORT

OFFER CONTACT:

PROJECT: Runway 9L - West

PARCEL NO. W-170

PROPERTY OWNER(S): Estate of Virginia M. Rypka

PROPERTY ADDRESS: 4545 Bertram Street, West Palm Beach, FL 33415

DATE: 08/05/06 PLACE: 1215 Glassboro Road, Woodbury, NJ 08097

CONTACT BY: TELEPHONE: _____ IN PERSON: _____ MAIL: X- Certified Mail
PERSONS PRESENT: Recipient - Mary Ann Wurst, Personal Representative of The Estate of Virginia M. Rypka

ITEMS DISCUSSED:

X APPRAISAL & REVIEW PROCEDURES

X NEGOTIATION PROCESS

X RELOCATION BENEFITS

X CLOSING PROCEDURE

X OFFER OF ASSISTANCE IN

OBTAINING REPLACEMENT

X AGREEMENT TO SELL

ITEMS DELIVERED:

X OFFER LETTER

X AGREEMENT TO SELL

RELOCATION STATEMENT OF ELIGIBILITY

X RELOCATION BROCHURE

OTHER, SPECIFY: _____

SUMMARY OF MEETING AND COMMENTS:

07/31/06 I mailed the offer letter and Agreement for Purchase and Sale today to Mary Ann Wurst, Personal Representative of Virginia M. Rypka. Ms. Wurst received the offer package on Saturday 08/05/06. On 08/08/06 I discussed the offer with Ms. Wurst and she advised me she has personal property stored at the subject property which will need to be relocated. I informed her she would be eligible for move cost benefits for moving her personal property.

AMOUNT OF ANY COUNTER OFFERS: \$0.00

NEGOTIATOR: Yamilette Bertelsen

SUMMARY OF ADDITIONAL CONTACTS: