

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$380,200	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$380,200</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Budget Account No: Fund 3700 Dept 441 Unit F078 Object 6101
 Program _____

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

In addition, the County will be responsible for \$200 in estimated closing costs.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Elizabeth Blaser Jim J. Jones 11/29/06
 11/29/06 OFMB Contract Development and Control
 11-29-06 E. Jones 11/29/06

B. Legal Sufficiency:

James Brubaker
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

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

3

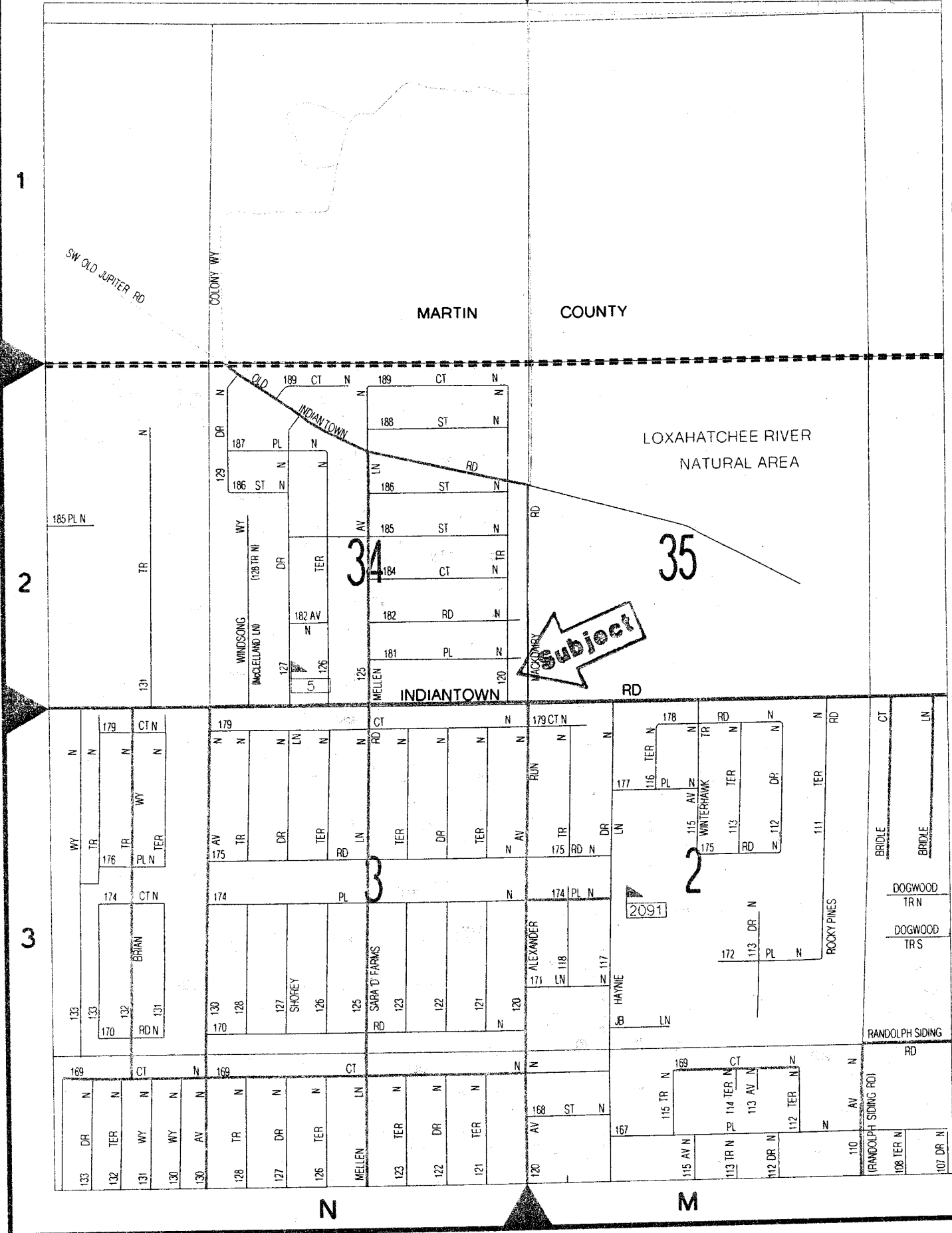
R41

NO CONTINUING MAP

R41

N

M



T40

T40

T41

Subject

34

35

3

2

2091

SEE PG 11

LOCATION MAP

ATT# 1



AGREEMENT FOR PURCHASE AND SALE

between

**PALM BEACH COUNTY,
a political subdivision
of the State of Florida, as Purchaser**

and

**LISA and COMPANY,
a Florida for profit Corporation, as Seller**

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and LISA AND COMPANY, a Florida for profit corporation (FEI No. 592738832) (hereinafter referred to as the "Seller").

WITNESSETH:

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 10.2 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 or wire transfer 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 (BCC) approves this Agreement at a formal meeting of the Board. Seller shall have the right to terminate this Agreement in the event the BCC does not approve this Agreement at a formal meeting by January 7, 2007.

1.5 **"Government Approval(s)"** - the approvals and permits described in Section 33 hereof of a rezoning from the current zoning classification to public ownership (PO) zoning classification.

1.6 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating sixty (60) days thereafter.

1.7 **"Permitted Exceptions"** - all of the existing title and survey matters to the title of the Real Property as set forth in Exhibit "B" attached hereto, and any other title matters that may be accepted in writing by the County.

1.8 **"Personal Property"** - Any items of personal property remaining upon the Real Property at Closing owned by Seller, shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.9 **"Property"** - the Real Property and Personal Property.

1.10 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement.

1.11 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon, if any.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 improvements located thereon, if any, and all of Seller's right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, if any, including, without limitation, any and all of Seller's interests to the streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

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

3.1 **Purchase Price.** The purchase price of the Property shall be Three Hundred Eighty Thousand Dollars and 00/100 (\$380,000.00), subject to the prorations and adjustments set forth in this Agreement.

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, 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 County as follows:

4.1 Subject to the Permitted Exceptions, Seller is indefeasibly seized of 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 free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

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

4.3 To the best of Seller's knowledge, there are no judicial or administrative actions, suits, or judgments materially and adversely affecting the Property pending, or to the knowledge of Seller threatened, which would materially and adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

4.4 Except as shown in the Title Commitment obtained by the County and subject to the Permitted Exceptions, there are no existing or pending general or 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 To the best of Seller's knowledge, there are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property except for the Government Approvals to be obtained by the County.

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 construction liens arising from any labor or materials furnished to the Property on Seller's account 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 except as disclosed to the County.

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

4.10 Seller has materially complied and shall materially comply from the date hereof until Closing with all applicable federal, state, county and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.11 Except as shown in any existing environmental report to be provided by Seller, if any, or in any new environmental report to be obtained by the County, Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials in violation of any environmental law.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue as of the time made, County shall have the rights and remedies identified in Section 17.1 hereof.

5. **ACKNOWLEDGMENTS AND REPRESENTATIONS OF COUNTY.**

5.1. **County's Representations.** As a material inducement to Seller to enter into this Agreement, County hereby acknowledges and represents to Seller as follows:

A. **Organization and Authority.** County has the full right and authority to enter into this Contract and as of Closing will have full right and authority to consummate the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by County at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of County, enforceable in accordance with their terms.

In the event that any of County's acknowledgments and representations shall prove to be materially untrue as of the time made, Seller shall have the rights and remedies identified in Section 17.2 hereof.

6. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof upon reasonable advance notice to Seller of all such access. All surveys, testing and inspections shall be conducted by County 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 reasonably practical. All inspection reports shall be certified to both the County and Seller.

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the County acknowledges to be self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such limits that may change and be set forth by the legislature.

The County acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the COUNTY agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the agrees to recognize as acceptable for the above mentioned coverages.