

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale, is made and entered into as of this _____ day, 2007 by and between William G. Guthrie and Betsy W. Guthrie ("Seller"), and PALM BEACH COUNTY, a political subdivision of the State of Florida and/or as assigns ("Purchaser").

1. **SALE AND PURCHASE.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property legally described in attached Exhibit "A" (the "Property"), together with all right, title and interest of Seller in and to any and all streets, roads, highways, easements, access and rights of way appurtenant to the Property, together with any improvements located thereon if any.

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

2.1 **Purchase Price.** The purchase price of the Property shall be \$2,300.00 (two thousand, three hundred dollars and 00 cents).

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

3. **SELLERS' REPRESENTATIONS.** Seller hereby represents and warrants to Purchaser that Seller is indefeasibly seized of marketable fee simple title to the Property, and is the sole owner of and has right, title and authority to convey the Property, free and clear of all claims, liens and encumbrances.

4. **INSPECTION OF PROPERTY.** Prior to the closing, 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 a manner that is minimally intrusive under the circumstances. In the event that such inspections 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 prior to closing by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligation hereunder. The obligation of Purchaser to close hereunder is contingent upon there being no adverse change in the condition of the Property or the inspections performed pursuant to this Agreement.

5. **EVIDENCE OF TITLE.**

5.1 Purchaser may obtain an owner's title insurance commitment on the Property prior to closing. The title insurance commitment may be followed by an owner's title insurance policy which shall, upon the recording of the Warranty Deed to the Property insure the marketability of the fee title of the Purchaser to the Property, subject only to exceptions approved by the Purchaser. The cost of said title insurance commitment and policy and any premium therefor shall be borne by Purchaser. In the event the title insurance commitment shows as an exception any matter that is objectionable to Purchaser, Purchaser shall notify Seller of Purchaser's objection thereto, and Seller shall act with reasonable effort and diligence to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled up to one hundred eighty days (180) from the date of notification (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 exception from the title insurance commitment. In the event said defects have not been cured and/or removed from the title insurance commitment within one hundred eighty days (180), Purchaser shall have the right to terminate this Agreement or to accept title as it then is, whereupon parties shall be relieved of all further obligation hereunder.

5.2 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 Purchaser.

6. **SURVEY.** Purchaser shall have the right to obtain a current survey of the Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, the same shall be treated as title defects as described in Section 5 of this Agreement and Purchaser shall have the same rights and remedies as set forth therein.

7. **CLOSING.** The parties agree that the closing of the Property shall be conducted as follows:

7.1 **Place of Closing.** The closing will be handled through the U.S. Mail and/or by overnight delivery service. The closing shall occur, and Seller shall submit to Purchaser any documents required under Paragraph 8, within one hundred twenty days (120 days) from the Effective Date of this Agreement unless as otherwise provided herein.

7.2 Possession. At closing, Seller shall deliver full, complete and exclusive possession of the Property to the Purchaser.

8. DOCUMENTS TO CLOSE Seller shall convey title to the Property by Statutory Warranty Deed. Seller shall provide a No Lien Affidavit in a form sufficient to permit a title insurance company to delete the "mechanic's lien" and other standard exceptions from the title insurance policy, and shall state that the Property is free from all mortgages, encumbrances, leases, licenses, contracts, or claims of rights. Seller shall also execute and deliver such other instruments and affidavits which are necessary or reasonable to consummate the transaction herein contemplated and are commonly used in the State of Florida and commonly executed by Seller, including but not limited to a Disclosure of Beneficial interest as required by Section 286.23, Florida Statutes, if applicable.

9. EXPENSES.

9.1 Purchaser shall pay the following expenses at closing:

9.1.1 The cost of recording the deed of conveyance.

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

9.2. Seller shall pay the following expenses prior to or at closing:

9.2.1 Documentary stamps required to be affixed to the deed of conveyance.

9.2.2 Any expense for overnight delivery service in connection with the closing.

9.2.3 Any expense to remedy title defects and to satisfy existing mortgages, liens and encumbrances.

9.3 The Seller and Purchaser shall each pay its respective attorneys' fees, if any.

10. PRORATIONS. On or before the Closing Date, Seller shall pay Seller's prorata portion of non ad valorem property taxes collected by contract by the tax collector of Palm Beach County and ad valorem property taxes for the current year in accordance with F.S. 196.295 through the date of closing.

11. 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 and to be liened upon the Property, shall be paid and discharged by the Seller on or before Closing Date.

12. REAL ESTATE BROKER. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker, salesperson, agent, or finder in connection with this transaction. The Seller shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Seller. The terms of this Section shall survive the closing or termination of this Agreement.

13. FIRPTA. At closing, the Seller shall execute and deliver to Purchaser, a "Non-Foreign Certificate", as required by the Federal Foreign Investment in Real Estate Tax Act (the "Act"). Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Certificate, Purchaser 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.

14. ASSIGNMENT. Seller may not assign this Agreement or any interest herein without the prior written consent of the Purchaser.

15. DEFAULT. In the event Seller fails or refuses to perform any term, covenant, or condition of this Agreement, Purchaser shall, in addition to any other remedies provided at law or in equity, have the right of specific performance hereof.

16. 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.

17. 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.

18. TIME OF ESSENCE. Time is of the essence with respect to the performance of all obligations under this Agreement.

19. 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.

20. NOTICES. The parties hereby designate the following addresses as the address to which notices may be delivered, and such address shall constitute binding notice to such party.

20.1 Purchaser:

Palm Beach County
Property and Real Estate Management Division
Attention: Director
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406

With a copy to:

Palm Beach County
County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791

20.2 Seller:

William G. Guthrie and Besty W. Guthrie
P.O. Box 847
Sneads Ferry, NC 28460-0847
Phone : 910-327-3706

21. DETERMINATION OF DAYS. Whenever, under the terms of this Agreement, time for performance falls on a Saturday, Sunday, or County holiday, such time for performance shall be extended to the next business day; otherwise, all references to "days" shall be calendar days.

22. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, (the "Board") and shall become effective only when signed by all parties and approved by the Board. The Purchaser shall provide notice of its approval of this Agreement by mailing a fully executed copy of same to the Seller.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered in the presence of:

Date of Execution by Seller:

January 18, 2007

Debbie King
Witness signature (as to both)

William G. Guthrie
William G. Guthrie

Debbie King
Name - Typed or Printed

David G. Corujo
Witness signature (as to both)

Betsy W. Guthrie
Betsy W. Guthrie

David G. Corujo
Name - Typed or Printed

Date of Execution by Purchaser:

Attest:

SHARON R. BOCK,
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(OFFICIAL SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney

APPROVED AS TO TERM
AND CONDITIONS:

Richard E. Walesky
Richard E. Walesky, Director

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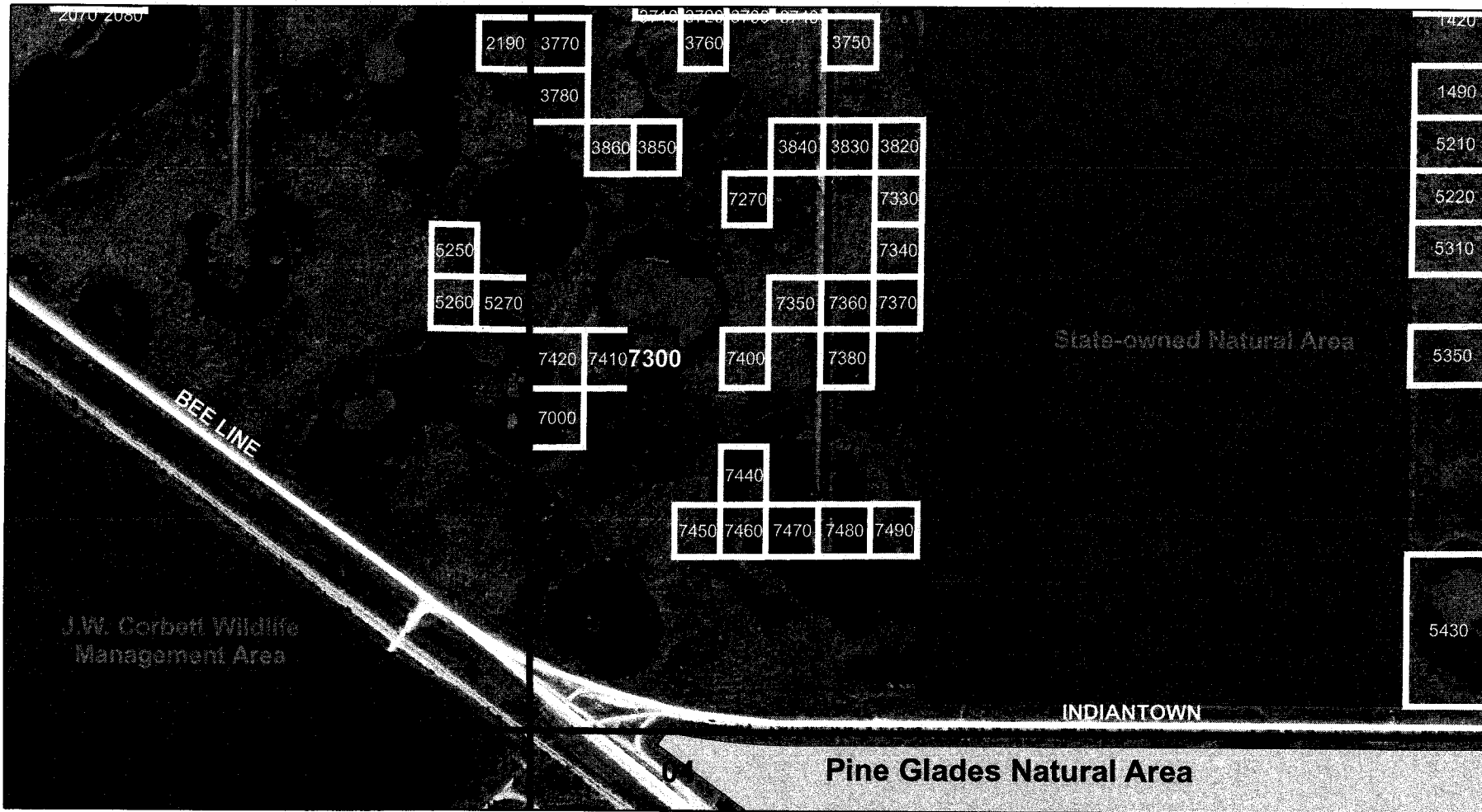
Exhibit "A" (the "Property")

PCN 00-40-40-33-00-000-7300

Legal Description:



PARCEL UU-208

Lying in Section 33, Township 40 South, Range 40 East, Palm Beach County, Florida; being the West 210 feet of the East 4826.54 feet of the South 267.5 feet of the North 3649.03 feet.



Guthrie Parcel
 (PCN 00-40-40-33-00-000-7300)

Legend

-  Guthrie Parcel
-  Section Boundary

White Outline = Palm Beach County Owned

