

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: June 19, 2007 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) an Agreement for Purchase and Sale with Bettina Godziszewski, Ruth M. Nelson-Peebles, Julio H. Pitts, Malisa A. Lyles, John N. Pitts, Joseph D. Pitts, III, Minor Son of Joseph D. Pitts, Jr., deceased by his Legal Guardian, and Patricia E. Pitts, all as Beneficiaries of Joseph Davis Pitts, deceased and Bettina L. Godziszewski, as Personal Representative of the Estate of Joseph Davis Pitts, deceased, to acquire a 0.47 acre outparcel adjacent to Westgate Park for \$350,000; and
- B) a Memorandum of Agreement to be recorded in the public records to provide notice of this Agreement for Purchase and Sale.

**Summary:** This Agreement is for the County to purchase 0.47 acres located at 1801 Seminole Boulevard, north of the intersection of Oswego Avenue and Seminole Boulevard adjacent to the County's Westgate Park. The property is improved with a 1,814 square foot single family home built in 1958, that will be demolished. The purchase price of \$350,000 is equal to the value indicated by the appraisal obtained by Staff. This property abuts the County's Westgate Park and is across the street from Fire Rescue Station No. 24. Parks and Fire-Rescue will explore options to reconfigure Westgate Park to accommodate a replacement fire station within the expanded Park property. This Agreement contains a thirty (30) day inspection period to complete necessary due diligence. Closing is expected to occur within 45 days of Board approval. (PREM) District 2 (JMB)

**Background and Justification:** The County considered this property for acquisition in 1999, but an agreement on price could not be reached at that time. The Westgate Park expansion project was completed without the subject property. Acquisition of this property will fill in a gap in the County-owned parcels which were acquired over the years. This will allow for reconfiguration of the Park property and enable Fire-Rescue to construct a replacement station at the corner of Seminole Boulevard and Saranac Avenue. Fire-Rescue is funding this acquisition and there will be an accounting between Parks and Fire-Rescue once planning and design of modifications to the Park are completed. The County has expended approximately \$5,450 to perform the necessary due diligence. Under Florida Statutes Section 286.23, a Disclosure of Beneficial Interests is required to be provided in connection with any purchase of property by the County. As such, Bettina L. Godziszewski, personal representative, has provided the Disclosure which is attached as Attachment 5. This Disclosure identifies the ownership interests of The Estate of Joseph Davis Pitts as Bettina L. Godziszewski with a 16.85% interest and Ruth M. Nelson-Peebles, Julio H. Pitts, Malisa A. Lyles, John N. Pitts, Joseph D. Pitts III, and Patricia E. Pitts, each with a 13.85% interest.

**Attachments:**

- 1. Location Map
- 2. Agreement for Purchase and Sale
- 3. Memorandum of Agreement
- 4. Budget Availability Statement
- 5. Disclosure of Beneficial Interests

Recommended By: [Signature] 5/31/07  
 Department Director Date

Approved By: [Signature] 6/1/07  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$350,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$350,000</b>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Budget Account No: Fund 3700 Dept 441 Unit F085 Object 6101  
 Program \_\_\_\_\_

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

This acquisition is being funded by Fire-Rescue. There will be subsequent internal accounting between Parks and Fire-Rescue once it is determined how much of this property each Department will use.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

*[Signature]* 6-6-07  
 OFMB 61417

*[Signature]* 6/7/07  
 Contract Development and Control

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

*[Signature]* 6/8/07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

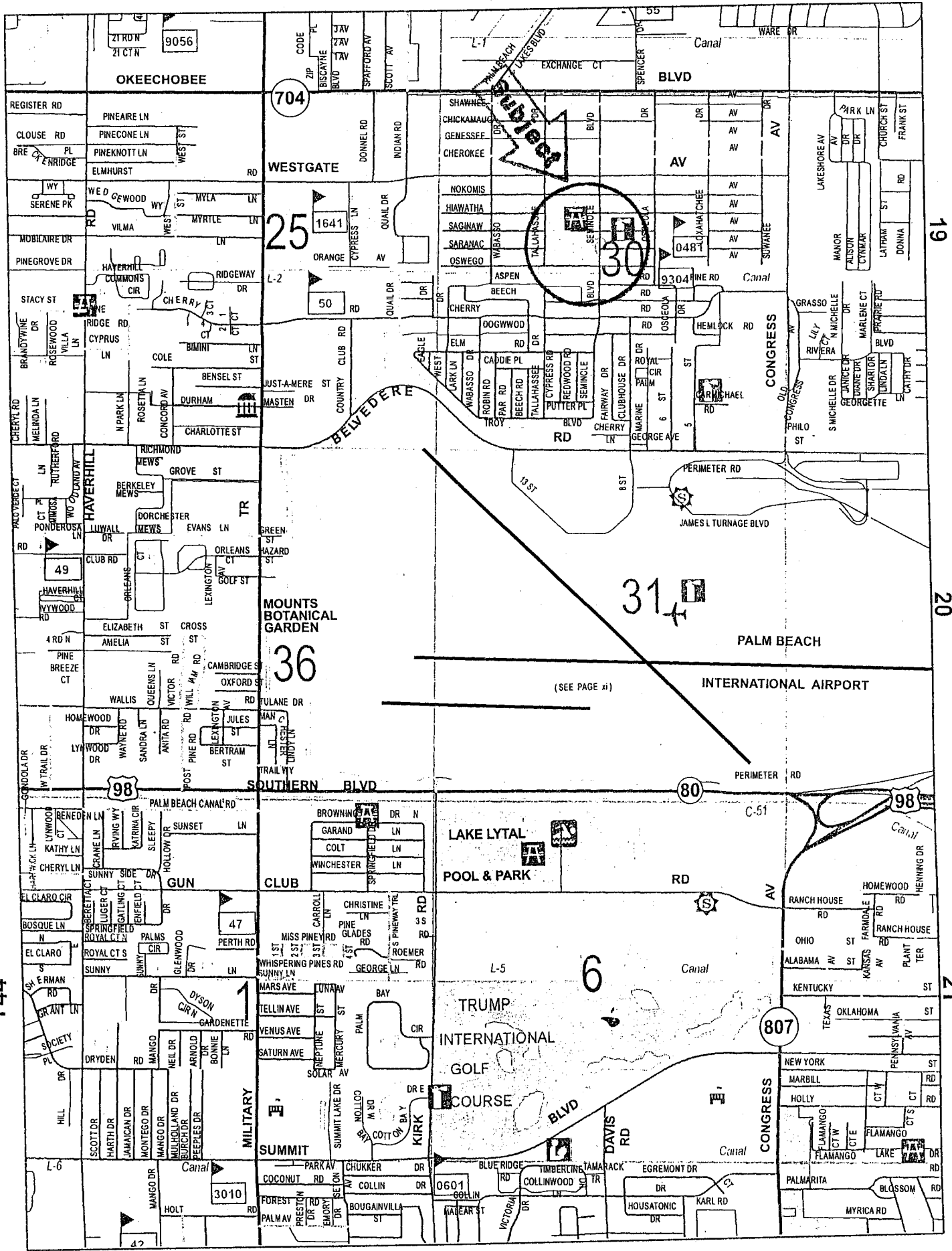
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LOCATION MAP  
ATTACHMENT #1



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**AGREEMENT FOR PURCHASE AND SALE**

between

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

and

**BETTINA L. GODZISZEWSKI, RUTH M. NELSON-PEEPLES, JULIO H. PITTS,  
MALISA A. LYLES, JOHN N. PITTS, JOSEPH D. PITTS, III, Minor Son of  
JOSEPH D. PITTS, JR., deceased, by his Legal Guardian, and  
PATRICIA E. PITTS, all as Beneficiaries of Joseph Davis Pitts, deceased,  
and BETTINA L. GODZISZEWSKI, as Personal Representative of the  
Estate of Joseph Davis Pitts, deceased,  
as Seller**

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## 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 BETTINA L. GODZISZEWSKI, RUTH M. NELSON-PEEPLES, JULIO H. PITTS, MALISA A. LYLES, JOHN N. PITTS, JOSEPH D. PITTS, III, Minor Son of JOSEPH D. PITTS, JR., deceased, by his Legal Guardian, and PATRICIA E. PITTS, all as Beneficiaries of Joseph Davis Pitts, deceased, and BETTINA L. GODZISZEWSKI, as Personal Representative of the Estate of Joseph Davis Pitts, deceased (hereinafter referred to individually and collectively 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"** - cash, wire transfer, or locally drawn cashier's or official bank check.

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

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

1.6 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in Exhibit "B" attached hereto, together with any other title matters that may be accepted in writing by the County.

1.7 **"Personal Property"** - any items of personal property remaining upon the property at Closing 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.

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

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

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

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 right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all 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 Fifty Thousand and no/100 Dollars (\$350,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property 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 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 prior to the time of Closing.

4.2 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.

4.3 There are no service contracts affecting the Property which will survive Closing.

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

4.5 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County, the Seller's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner required by Section 15 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure.

4.6 To the best of Seller's knowledge, there are no judicial or administrative actions, suits or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or 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.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 16.1 hereof.

5. **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. 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. In the event County elects to exercise the right to terminate the Agreement as provided in this paragraph, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County 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 County in its sole and absolute discretion, County 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.

6. **EVIDENCE OF TITLE.**

6.1 Within fifteen (15) days after the Effective Date of this Agreement, the Seller shall deliver to the County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by a title insurance company acceptable to County, agreeing to issue to the County upon the recording of the Deed of Conveyance to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Real Property, subject only to the Permitted Exceptions. The cost of said title insurance commitment, title insurance policy and any premium and endorsements therefor, shall be borne by Seller.

The County shall have until the later of ten (10) days after receipt from the Seller of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, 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 deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at Closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance 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; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such title defects.

6.2 County may request, prior to the Closing, a contiguity endorsement and an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's 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 (provided

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County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (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 title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

6.3 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 Real Property, without the prior written consent of the County.

7. **SURVEY.** County shall have the right, within the time period provided in Section 6 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

9. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

10. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

10.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 3200 Belvedere Road, Building 1169, West Palm Beach, Florida, or at an alternate location as determined by County in its sole discretion.

10.2 **Closing Date.** The Closing shall take place within fifteen (15) days after expiration of the Inspection Period, or at such earlier date as is mutually agreed upon by the parties.

10.3 **Closing Documents.** Seller shall be responsible for preparation of all Closing documents. Seller shall submit copies of same to County no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

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10.3.1 **Deed of Conveyance.** A Statutory Warranty Deed from each named Beneficiary conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions, and a Statutory Warranty Deed from the Personal Representative of the Estate of Joseph Davis Pitts, deceased, or in the alternative a Personal Representative's Deed from said Personal Representative, if acceptable to both County and the title company, conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions.

10.3.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County.

10.3.3 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

10.3.4 **Non-Foreign Affidavit.** 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 Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, 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.

10.3.5 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

10.3.6 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated, and a Receipt of Real Estate Brokerage Commission and Release ("Broker's Release") in the form attached hereto as Exhibit "E" and made a part hereof if so required.

10.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

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

10.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

*BSG*

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

11.2 Seller shall pay the following expenses at Closing:

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

11.2.2 All costs and premiums for the owner's title insurance commitment and policy and any endorsements thereto.

11.2.3 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 and liens upon the Property.

11.3 The Seller and County shall each pay their own attorney's fees.

12. **PRORATIONS.**

12.1 **Taxes.** On or before the Closing Date, Seller shall establish an 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 and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

12.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which 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 become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden the Property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

13. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, and save County harmless from the claims and demands of any real estate broker claiming to have dealt with Seller. Such indemnity shall include, without limitation, the payment of all costs, expenses, and attorney's 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.

14. **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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed

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or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate 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:

14.1 County:

Palm Beach County  
Property & Real Estate Management Division  
Attention Director  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406-1544  
Fax 561-233-0210

With a copy to:

County Attorney's Office  
Attn: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax 561-355-4398

14.2 Seller:

Bettina L. Godziszewski, as Personal Representative of  
The Estate of Joseph Davis Pitts, deceased  
3580 South Ocean Boulevard  
Penthouse "C"  
Palm Beach, FL 33480  
Fax 561-233-9984

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax \_\_\_\_\_

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.

15. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

16. **DEFAULT.**

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16.1 **Defaults by Seller.** In the event Seller fails, neglects 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 have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement.

16.2 **Defaults by County.** In the event County 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, Seller shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement. .

17. **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 a state court of competent jurisdiction in Palm Beach County, Florida.

18. **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.

19. **MEMORANDUM OF AGREEMENT.** County shall be entitled to record the Memorandum of Agreement attached hereto as Exhibit "C" in the Public Records of Palm Beach County, Florida. In the event County exercises its right to terminate this Agreement, County shall deliver a termination of such Memorandum of Agreement to Seller with the notice of termination.

20. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

21. **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.

22. **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.

23. **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.

24. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of 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.

25. **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 affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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

27. **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.

28. **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 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.

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

30. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

31. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

32. **DISCLOSURES.**

32.1 If the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing, Seller shall pay amounts due after Closing as set forth in Section 12.2.

32.2 If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

32.3 The following shall be added as Section 4.6: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by County or which have not been disclosed to County.

32.4 The following shall be added as Section 4.7: Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

32.5 The following shall be added as Section 4.8: Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

32.6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller is required to provide County with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify County of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

32.7 Seller hereby discloses that one or more of the beneficiaries of the Estate of Joseph D. Pitts, including the Personal Representative, is licensed to sell real estate in the State of Florida.

33. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

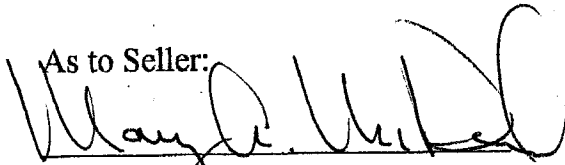
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

*bdg.*

**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:

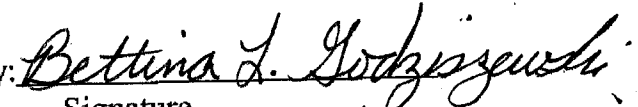
Date of Execution by Seller:

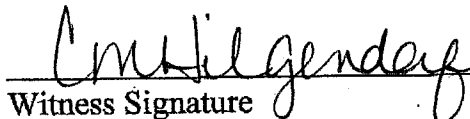
As to Seller:  
  
Witness Signature

May 7, 2007

"SELLER"  
BETTINA L. GODZISZEWSKI, as  
beneficiary of Joseph Davis Pitts, deceased  
and as Personal Representative of the  
Estate of Joseph Davis Pitts, deceased

Mary A. McDaniel  
Print Witness Name

By:   
Signature  
Bettina L. Godziszewski  
Print Signatory's Name

  
Witness Signature

CM HILGENDORF  
Print Witness Name

As to Seller:

Stacy D Peather  
Witness Signature

Stacy D Peather  
Print Witness Name

CM Hilgendorf  
Witness Signature

CM HILGENDORF  
Print Witness Name

Date of Execution by Seller:

May 8, 2007

"SELLER"

RUTH M. NELSON-PEEPLES, as  
beneficiary of Joseph Davis Pitts, deceased

By: Ruth M. Nelson-Peeples

Signature  
Ruth M. Nelson-Peeples

Print Signatory's Name



Date of Execution by Seller:

May 6, 2007

As to Seller:

Paul Polokoff

Witness Signature

PAUL POLOKOFF

Print Witness Name

Leonel Bernier

Witness Signature

Leonel Bernier

Print Witness Name

"SELLER"

JULIO H. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: Julio H Pitts

Signature

JULIO H PITTS

Print Signatory's Name

Date of Execution by Seller:

May 13, 2007

As to Seller:

[Signature]  
Witness Signature

Charles G. Cheek  
Print Witness Name

[Signature]  
Witness Signature

Paul Tokoff  
Print Witness Name

"SELLER"

MALISA A. LYLES, as  
beneficiary of Joseph Davis Pitts, deceased

By: [Signature]  
Signature

Malisa A. Lyles  
Print Signatory's Name



Cynthia Cheek  
Commission #DD258798  
Expires: Oct 15, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Cynthia S. Cheek

Date of Execution by Seller:

May 6, 2007

As to Seller:

Paul Polkoff

Witness Signature

PAUL POLKOFF

Print Witness Name

Lionel Bernier

Witness Signature

LIONEL BERNIER

Print Witness Name

"SELLER"

JOHN N. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: John N. Pitts

Signature

John N. Pitts

Print Signatory's Name

Date of Execution by Seller:

May 16, 2007

As to Seller:

Rose Marie Gallette

Witness Signature

ROSEMARIE GALLETTÉ

Print Witness Name

Paul Polakoff

Witness Signature

PAUL Polakoff

Print Witness Name

"SELLER"

JOSEPH D. PITTS, III, Minor Son of  
JOSEPH D. PITTS, JR., deceased, as  
beneficiary of Joseph Davis Pitts, deceased,  
by his Legal Guardian

By: Pamela Pitts

Signature

Pamela Pitts

Print Signatory's Name

Date of Execution by Seller:

May 7, 2007

"SELLER"

PATRICIA E. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: Patricia E. Pitts

Signature

PATRICIA E. PITTS

Print Signatory's Name

As to Seller:

Mary A. McDaniel  
Witness Signature

Mary A. McDaniel  
Print Witness Name

CM Hilgendorf  
Witness Signature

CM HILGENDORF

Print Witness Name

(SEAL)

Date of Execution by County:

\_\_\_\_\_, 200\_\_

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND  
CONDITIONS:

By: Pat Anthony Wolf  
Department Director

## SCHEDULE OF EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION
- EXHIBIT "B" - PERMITTED EXCEPTIONS
- EXHIBIT "C" - MEMORANDUM OF AGREEMENT
- EXHIBIT "D" - DISCLOSURE OF BENEFICIAL INTERESTS
- EXHIBIT "E" - BROKER'S RECEIPT

*Handwritten signature*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 24 thru 30, Block 57, Westgate Estates, Northern Section as recorded in the Office of the Clerk of Circuit Court in and for Palm Beach County, Florida in Plat Book 8, Page 38.

*B.S.G.*



**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

**NONE**

*B.L.G.*

**EXHIBIT "C"**

**MEMORANDUM OF AGREEMENT**

*B.S.*

**EXHIBIT "C"**

Prepared By/Return To:  
Tripp Cioci, Real Estate Specialist  
Palm Beach County  
Property & Real Estate  
Management Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406-1544

PCN: 00-43-43-30-03-057-0240

**MEMORANDUM OF AGREEMENT**

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated \_\_\_\_\_ (Resolution No. \_\_\_\_\_) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11<sup>th</sup> Floor, West Palm Beach, Florida 33401, ("County"), and BETTINA L. GODZISZEWSKI, RUTH M. NELSON-PEEPLES, JULIO H. PITTS, MALISA A. LYLES, JOHN N. PITTS, JOSEPH D. PITTS, III, Minor Son of JOSEPH D. PITTS, JR., deceased, by his Legal Guardian, and PATRICIA E. PITTS as Beneficiaries of Joseph Davis Pitts, deceased, and BETTINA L. GODZISZEWSKI, as Personal Representative of the Estate of Joseph Davis Pitts, deceased, with an address of c/o Bettina L. Godziszewski, 3580 S. Ocean Blvd., PH-C, Palm Beach, Florida 33480 (individually and collectively the "Seller").

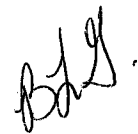
**WITNESSETH:**

**WHEREAS**, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Seller has executed this Memorandum of Agreement in counterpart for the purpose of giving public notice of the existence of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.



IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

Mary A. McDaniel  
Witness Signature

Mary A. McDaniel  
Print Witness Name

C. M. Hilgendorf  
Witness Signature

C. M. HILGENDORF  
Print Witness Name

"SELLER"

BETTINA L. GODZISZEWSKI, as beneficiary of Joseph Davis Pitts, deceased and as Personal Representative of the Estate of Joseph Davis Pitts, deceased

By: Bettina L. Godziszewski  
Signature

Bettina L. Godziszewski  
Print Signatory's Name

Date of Execution by Seller:

May 7, 2007

STATE OF Fla  
COUNTY OF Palm Beach

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 7<sup>th</sup> day of May, 2007, by Bettina L. Godziszewski, the beneficiary of Joseph Pitts, deceased, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

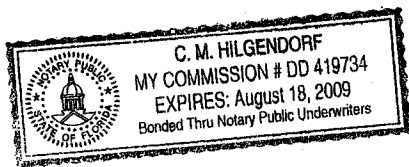
C. M. Hilgendorf  
Notary Public

Print Notary Name

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

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



As to Seller:

Date of Execution by Seller:

May 8, 2007

Stacy D. Prother  
Witness Signature

"SELLER"

RUTH M. NELSON-PEEPLES, as  
beneficiary of Joseph Davis Pitts, deceased

Stacy D. Prother  
Print Witness Name

By: Ruth M. Nelson-Peebles

Signature  
Ruth M. Nelson-Peebles  
Print Signatory's Name

C. M. Hilgendorf  
Witness Signature

C. M. HILGENDORF

Print Witness Name

STATE OF Fla

SS:

COUNTY OF Palm Beach

The foregoing Memorandum of Agreement was acknowledged before me this 8  
day of May, 2007, by Ruth M. Peoples the Beneficiary  
of Joseph Davis Pitts, deceased, who is personally  
known to me OR who produced Fla DL as identification and who did  
take an oath.

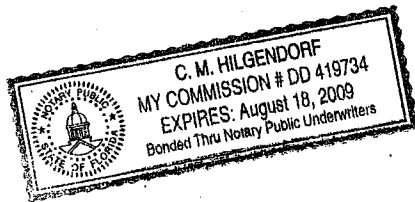
C. M. Hilgendorf  
Notary Public  
C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of Fla at Large

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



Date of Execution by Seller:

May 6, 2007

As to Seller:

Paul Polakoff

Witness Signature

PAUL POLAKOFF

Print Witness Name

Lionel Bernier

Witness Signature

Lionel Bernier

Print Witness Name

"SELLER"

JULIO H. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: Julio H Pitts

Signature

Julio H. Pitts

Print Signatory's Name

STATE OF Fla ]

COUNTY OF Duval ]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 6 day of May, 2007, by Julio H. Pitts the Beneficiary of the Estate of Joseph Pitts, deceased, who is personally ~~known to me~~ OR who produced Fla DL as identification and who did take an oath.

C. M. Hilgendorf

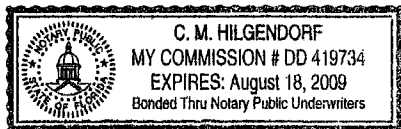
Notary Public

C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of Fla at Large



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

Date of Execution by Seller:

May 13, 2007

As to Seller:

[Signature]  
Witness Signature

Charles a Cheek  
Print Witness Name

Paul [Signature]  
Witness Signature

Paul Blotoff  
Print Witness Name

"SELLER"

MALISA A. LYLES, as  
beneficiary of Joseph Davis Pitts, deceased

By: [Signature]  
Signature

Malisa A. Lyles  
Print Signatory's Name

STATE OF Florida ]

COUNTY OF Orange ]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 13<sup>th</sup>  
day of May, 2007, by Malisa A. Lyles the Beneficiary  
of Joseph D. Pitts a \_\_\_\_\_, who is personally  
known to me OR who produced Florida Drivers Licenses identification and who did  
(c) ~~not~~ take an oath. L-420-541-64-850-0



Cynthia Cheek  
Commission #DD258798  
Expires: Oct 15, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public

Cynthia G. Cheek  
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 10-15-2007

Date of Execution by Seller:

As to Seller:

Carl Polakoff

Witness Signature

Carl Polakoff

Print Witness Name

Lionel Bernier

Witness Signature

LIONEL BERNIER

Print Witness Name

May 6, 2007

"SELLER"

JOHN N. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: John N. Pitts

Signature

John N. Pitts

Print Signatory's Name

STATE OF Fla

COUNTY OF Palm Beach

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 6 day of May, 2007, by John N. Pitts the Beneficiary of the Estate of Joseph J. Pitts, deceased, who is personally known to me OR who produced Carl Polakoff as identification and who did not take an oath.



C. M. Hilgendorf

Notary Public

C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of Fla at Large

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

Date of Execution by Seller:



As to Seller:

May 16, 2007

Rose Marie Galloff  
Witness Signature

"SELLER"

JOSEPH D. PITTS, III, Minor Son of  
JOSEPH D. PITTS, JR., deceased, as  
beneficiary of Joseph Davis Pitts, deceased  
by his Legal Guardian

ROSEMARIE GARLEFF  
Print Witness Name

By: [Signature]

Signature  
Pamela PTT

Print Signatory's Name

Karl Deffler  
Witness Signature

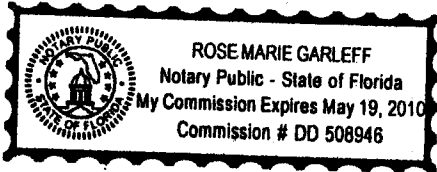
Paul Polotrat  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALEM BEACH

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 16<sup>th</sup>  
day of MAY, 2007, by PAMELA PITTS the  
of \_\_\_\_\_ a \_\_\_\_\_, who is personally  
known to me OR who produced \_\_\_\_\_ as identification and who did  
\_\_\_\_\_ take an oath.

Rose Marie Galloff  
Notary Public  
ROSEMARIE GARLEFF  
Print Notary Name



NOTARY PUBLIC  
State of FLORIDA at Large

My Commission Expires: 05/19/10

Date of Execution by Seller:

May 7, 2007

As to Seller:

[Signature]  
Witness Signature

Mary A. McDaniel  
Print Witness Name

[Signature]  
Witness Signature

C. M. HILGENDORF  
Print Witness Name

STATE OF Fla ]

COUNTY OF Palm Beach ]

SS:

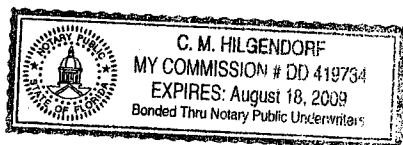
The foregoing Memorandum of Agreement was acknowledged before me this 7 day of May, 2007, by Patricia E Pitts the beneficiary of the Estate of Joseph Pitts deceased who ~~is personally~~ known to me OR who produced Fla DL lic as identification and who did take an oath.

[Signature]  
Notary Public  
C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of \_\_\_\_\_ at Large



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

EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

Lots 24 thru 30, Block 57, Westgate Estates, Northern Section as recorded in the Office of the Clerk of Circuit Court in and for Palm Beach County, Florida in Plat Book 8, Page 38.

*bdg.*

**EXHIBIT "D"**

**DISCLOSURE OF BENEFICIAL INTERESTS**

*BSB*

EXHIBIT "D"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the Personal Representative of The Estate of Joseph Davis Pitts (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3580 South Ocean Boulevard, Penthouse "C", Palm Beach, Florida 33480

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

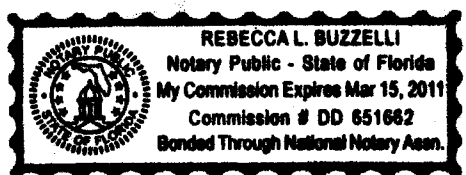
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Bettina Godziszewski as P.R. Affiant  
(Print Affiant Name) Bettina Godziszewski, as P.R.

The foregoing instrument was acknowledged before me this 25 day of April, 2007, by Bettina Godziszewski  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.



Rebecca L Buzzelli  
Notary Public

Rebecca L Buzzelli  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 5/15/2011

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 24 thru 30, Block 57, Westgate Estates, Northern Section as recorded in the Office of the Clerk of Circuit Court in and for Palm Beach County, Florida in Plat Book 8, Page 38.

*B.G.*

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name \_\_\_\_\_ Address \_\_\_\_\_ Percentage of Interest \_\_\_\_\_

Seller is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Seller must identify individual owners. If, by way of example, Seller is wholly or partially owned by another entity, such as a corporation, Seller must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME

ADDRESS

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*See Attached  
BJ*

EXHIBIT "B" **B**

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Bettina L. Godziszewski  
3580 South Ocean Blvd. PH-C  
Palm Beach, FL. 33480

.1685714 represents  
~~3%~~ 3% PR fee + 1/7 of 97%

Ruth M. Nelson-Peebles  
184 Bent Tree Drive  
P.B.G. FL. 33418

.1385714  
represents 1/7 of 97%

Julio H. Pitts  
1165 12<sup>th</sup> Court SW  
Vero Beach, FL. 32965

.1385714  
represents 1/7 of 97%

Malisa A. Lyles  
2860 Conway Road  
New Smyrna Beach, FL. 32168

.1385714  
represents 1/7 of 97%

John N. Pitts  
1608 Hollow Brook Drive  
Van Buren, Arkansas 72956

.1385714  
represents 1/7 of 97%

Joseph D. Pitts III  
(Minor Son of Joseph D. Pitts II - Deceased)  
C/O Pam Pitts  
2327 Palm Road  
West Palm Beach, FL. 33406

.1385714  
represents 1/7 of 97%

7. Patricia E. Pitts  
4602 SW Galaxie Street  
Port Saint Lucie, FL. 34953

.1385714  
represents 1/7 of 97%

b2.



EXHIBIT "B"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

JOSEPH DAVIS PITTS,

FILE NO. 502005CP005358XXXXMB

Deceased.

ORDER DETERMINING HEIRS

THIS CAUSE came to be heard upon the Verified Petition filed by BETTINA L. GODZISZEWSKI, as personal representative of the Estate of Joseph Davis Pitts, for an Order determining the heirs of Joseph Davis Pitts, the Court having reviewed the Petition, having received the Joinder, Waiver, and Consent forms submitted by each of the interested parties/heirs, and finding the material allegations of the Petition to be true, it is hereby ORDERED and ADJUDGED that the heirs of the decedent are as follows:

- a. Ruth M. Nelson-Peeples;
- b. John N. Pitts;
- c. Julio H. Pitts;
- d. Malisa A. Lyles;
- e. Bettina L. Godziszewski;
- f. Patricia E. Pitts; and
- g. Joseph D. Pitts, III.

FILED  
MAY 17 AM 9:17  
SHARON R. BOCK  
CLERK & COMPTROLLER  
OFFICE OF THE CLERK & COMPTROLLER  
STATE OF FLORIDA - PALM BEACH COUNTY



STATE OF FLORIDA • PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.  
THIS 17 DAY OF May 2007  
SHARON R. BOCK  
CLERK & COMPTROLLER  
By: *E. M. Smith*  
DEPUTY CLERK

DONE and ORDERED in West Palm Beach, Florida, on this 17 day of May, 2007.

*Karen L. Martin*  
KAREN L. MARTIN, Circuit Judge

Copy furnished to:  
Ronald E. Crescenzo, Esq.  
515 N. Flagler Dr., 18<sup>th</sup> Floor  
West Palm Beach, FL 33401

EXHIBIT "B"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: GUARDIANSHIP OF \_\_\_\_\_

JOSEPH D. PITTS, III  
A Minor

File No. 502007GA000262XXXXMB

ORDER APPOINTING GUARDIAN OF PROPERTY OF MINOR

On the petition of PAMELA C. PITTS for the appointment of a guardian of the property of JOSEPH D. PITTS, III, a minor, the Court finding that said minor is incapacitated because of minority and that it is necessary for a guardian of the property to be appointed, it is

ADJUDGED as follows:

1. PAMELA C. PITTS is qualified to serve and is hereby appointed as guardian of the property of JOSEPH D. PITTS, III.

2. Upon taking the prescribed oath, filing designation of resident agent and acceptance, and entering into a bond in the amount of \$ unlimited payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

3. The guardian must place the following property of the Ward:

a) Ward's one-seventh (1/7) interest in the proceeds of sale of homestead real property owned by the Ward's deceased grandfather, JOSEPH D. PITTS.

b) Ward's one-seventh (1/7) interest in the Estate of Joseph D. Pitts.  
in a restricted account in a financial institution designated pursuant to Section 69.031, Florida Statutes.

**SIGNED AND DATED**

ORDERED on \_\_\_\_\_, 2007.

**MAY 15 2007**

**JUDGE KAREN L. MARTIN**

KAREN L. MARTIN, Circuit Court Judge

EXHIBIT "B"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,  
FLORIDA  
PROBATE DIVISION

IN RE: GUARDIANSHIP OF

JOSEPH D. PITTS, III  
A Minor

File No. 502007GA000262XXXXMB

LETTERS OF GUARDIANSHIP  
OF THE PROPERTY OF MINOR

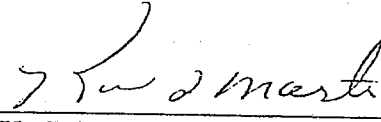
TO ALL WHOM IT MAY CONCERN:

WHEREAS, PAMELA C. PITTS has been appointed guardian of the property of JOSEPH D. PITTS, III (the Ward), and has taken the prescribed oath and performed all other acts prerequisite to issuance of Letters of Guardianship of the property of the Ward,

NOW THEREFORE, I, the undersigned circuit judge, declare PAMELA C. PITTS duly qualified under the laws of the State of Florida to act as guardian of the property of JOSEPH D. PITTS, III, a minor, with full power to exercise all delegable legal rights and powers of the Ward, pertaining to the Ward's property, to administer the property of the Ward according to law, and to take possession of and to hold, for the benefit of the Ward, all the property and income of the Ward.

ORDERED on May 15, 2007.

*Ward's interest in  
real estate shall not  
be sold, transferred  
or encumbered without  
court order. May 15, 2007  
Judge Martin*

  
KAREN L. MARTIN  
CIRCUIT JUDGE

Copies furnished to:

Ronald E. Crescenzo, Esq., 515 N. Flagler Dr., Suite 1800, West Palm Beach, FL 33401

EXHIBIT "B"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: GUARDIANSHIP OF

JOSEPH D. PITTS, III  
A Minor

CASE NO. 502007GA000262XXXXMB

ORDER AUTHORIZING SALE OF REAL PROPERTY

FILED  
MAY 15 AM 9:26  
PALM BEACH COUNTY, FL  
CIRCUIT CLERK OFFICE 1

THIS CAUSE was heard on the verified Petition of PAMELA C. PITTS, as Guardian of the property of JOSEPH D. PITTS, III, and the Court being duly advised finds that the Ward owns a one-seventh (1/7) interest in homestead real property of his deceased grandfather, JOSEPH D. PITTS; that it is in the best interests of the Ward and his estate that the real property described in the Petition be sold; that the sales price of \$350,000 is reasonable; and that there are no other persons interested in this proceeding, it is therefore

ORDERED AND ADJUDGED that PAMELA C. PITTS, as Guardian of the property of JOSEPH D. PITTS, III, a Minor, should be and is hereby authorized to sell the real property located in Palm Beach County, Florida, more specifically described as:

Lots 24 through 30, Block 57, Westgate Estates (Northern Section) as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 38.  
Parcel ID No. 00-43-43-30-03-057-0240

in accordance with the terms of the proposed contract attached to the petition, and Petitioner is authorized to execute documents and to do all things necessary to complete the sale transaction.

ORDERED this 15 day of May, 2007.



STATE OF FLORIDA • PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.

*Karen L. Martin*  
KAREN L. MARTIN, Circuit Judge

THIS 15 DAY OF May, 2007  
SHARON R. BOCK  
CLERK & COMPTROLLER

By *Sharon R. Bock*  
DEPUTY CLERK

Copies returned: Ronald E. Crescenzo, Esq., 515 N. Flagler Dr., #1800, West Palm Beach, FL 33401

**EXHIBIT "E"**

**RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE**

*BJG.*

**Receipt of Real Estate Brokerage Commission and Release**

The undersigned, \_\_\_\_\_ ("Broker"), the Broker of \_\_\_\_\_ ("Company") ("Broker and Company are herein collectively referred to as "Realtor"), does hereby acknowledge receipt of \$ \_\_\_\_\_ (% of Purchase Price) as payment of the real estate brokerage commission due to Realtor in connection with the transaction between \_\_\_\_\_, as Seller/Buyer and Palm Beach County ("County"), and the subsequent transfer, pursuant to the terms of the Agreement between such parties of the property described in Schedule "A" attached hereto and made a part hereof. Realtor does hereby acknowledge receipt of such payment as full settlement of and hereby releases County from any and all claims relating to real estate commissions, services fees, finders fees, costs and expenses (if any) payable unto or claimable by Broker, Company, its agents, affiliates, officers or employees relating to the transaction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: Broker

*Not Applicable  
B.L.G.*

## EXHIBIT "C"

Prepared By/Return To:  
Tripp Cioci, Real Estate Specialist  
Palm Beach County  
Property & Real Estate  
Management Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406-1544

PCN: 00-43-43-30-03-057-0240

### MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated \_\_\_\_\_ (Resolution No. \_\_\_\_\_) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11<sup>th</sup> Floor, West Palm Beach, Florida 33401, ("County"), and BETTINA L. GODZISZEWSKI, RUTH M. NELSON-PEEPLES, JULIO H. PITTS, MALISA A. LYLES, JOHN N. PITTS, JOSEPH D. PITTS, III, Minor Son of JOSEPH D. PITTS, JR., deceased, by his Legal Guardian, and PATRICIA E. PITTS as Beneficiaries of Joseph Davis Pitts, deceased, and BETTINA L. GODZISZEWSKI, as Personal Representative of the Estate of Joseph Davis Pitts, deceased, with an address of c/o Bettina L. Godziszewski, 3580 S. Ocean Blvd., PH-C, Palm Beach, Florida 33480 (individually and collectively the "Seller").

### WITNESSETH:

**WHEREAS**, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Seller has executed this Memorandum of Agreement in counterpart for the purpose of giving public notice of the existence of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

Page 1 of 8

*bsg*

**ATTACHMENT # 3**

IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

[Handwritten Signature]  
Witness Signature

Mary A. McDaniel  
Print Witness Name

[Handwritten Signature]  
Witness Signature

C M HILGENDORF  
Print Witness Name

"SELLER"

BETTINA L. GODZISZEWSKI, as beneficiary of Joseph Davis Pitts, deceased and as Personal Representative of the Estate of Joseph Davis Pitts, deceased

By: [Handwritten Signature]  
Signature

Bettina L. Godziszewski  
Print Signatory's Name

Date of Execution by Seller:

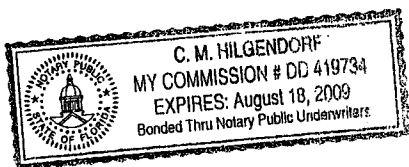
May 7, 2007

STATE OF Fla ]  
COUNTY OF Palm Beach ]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 7<sup>th</sup> day of May, 2007, by Bettina L. Godziszewski, the beneficiary of the Estate of Joseph Pitts, deceased, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

[Handwritten Signature]  
Notary Public  
C M HILGENDORF  
Print Notary Name



NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_



As to Seller:

Date of Execution by Seller: May 8, 2007

Stacy D Pather  
Witness Signature

"SELLER"  
RUTH M. NELSON-PEEPLES, as  
beneficiary of Joseph Davis Pitts, deceased

Stacy D Pather  
Print Witness Name

By: [Signature]  
Signature  
Ruth M Nelson-Peebles  
Print Signatory's Name

C M Hilgendorf  
Witness Signature

C M HILGENDORF  
Print Witness Name

STATE OF Ga

SS:

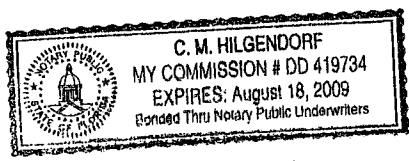
COUNTY OF Bolton

The foregoing Memorandum of Agreement was acknowledged before me this 8th day of May, 2007, by Ruth M. Nelson Peoples the Beneficiary of Joseph Pitts, deceased, who is personally known to me OR who produced Ga DL as identification and who did take an oath.

C M Hilgendorf  
Notary Public  
C M HILGENDORF

Print Notary Name

NOTARY PUBLIC  
State of Ga at Large  
My Commission Expires: \_\_\_\_\_



Date of Execution by Seller:

May 6, 2007

As to Seller:

Paul Polokoff

Witness Signature

PAUL POLOKOFF

Print Witness Name

Lionel Bernier

Witness Signature

Lionel Bernier

Print Witness Name

"SELLER"

JULIO H. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: Julio H Pitts

Signature

Julio H. Pitts

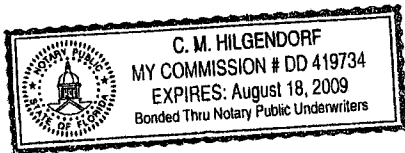
Print Signatory's Name

STATE OF Fla ]

COUNTY OF Palm Beach ]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 6<sup>th</sup> day of May, 2007, by Julio H. Pitts the Beneficiary of the Estate of Julio H. Pitts, deceased who is personally known to me OR who produced Fla DL as identification and who did take an oath.



C. M. Hilgendorf

Notary Public

C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of Fla at Large

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

Date of Execution by Seller:

May 13, 2007

As to Seller:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

"SELLER"

MALISA A. LYLES, as beneficiary of Joseph Davis Pitts, deceased

By:

Signature

Print Signatory's Name

STATE OF Florida  
COUNTY OF Osceola

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 13<sup>th</sup> day of May, 2007, by Malisa A. Lyles the Beneficiary of Joseph D. Pitts a \_\_\_\_\_, who is personally known to me OR who produced Florida Drivers Lic. as identification and who did \_\_\_\_\_ take an oath. L-420-541-64-85270



Cynthia Cheek  
Commission #DD258798  
Expires: Oct 15, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Cynthia G. Cheek  
Notary Public  
Cynthia G. Cheek  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 10-15-2007

Date of Execution by Seller:

As to Seller:

Paul Polokoff

Witness Signature

PAUL POLOKOFF

Print Witness Name

Lionel Bernier

Witness Signature

LIONEL BERNIER

Print Witness Name

May 6, 2007

"SELLER"

JOHN N. PITTS, as

beneficiary of Joseph Davis Pitts, deceased

By: John N. Pitts  
Signature

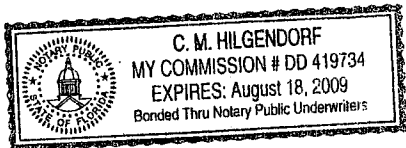
John N. Pitts  
Print Signatory's Name

STATE OF Fla ]

COUNTY OF Dolphins ]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 6 day of May, 2007, by John N. Pitts the Beneficiary of the Estate of Joseph Pitts, deceased, who is personally known to me OR who produced ARK D. LIC as identification and who did not take an oath. ARK



C. M. Hilgendorf  
Notary Public  
C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of Fla at Large

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

Date of Execution by Seller:

As to Seller:

May 16, 2007

Rose Marie Garleff  
Witness Signature

"SELLER"

JOSEPH D. PITTS, III, Minor Son of  
JOSEPH D. PITTS, JR., deceased, as  
beneficiary of Joseph Davis Pitts, deceased  
by his Legal Guardian

ROSEMARIE GARLEFF  
Print Witness Name

By: Pamela Pitts  
Signature  
Pamela PITTS  
Print Signatory's Name

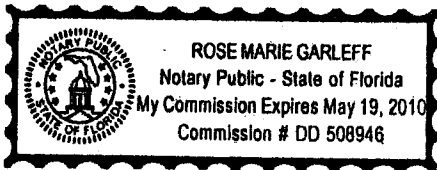
Paul Polakoff  
Witness Signature

Paul Polakoff  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 16<sup>th</sup>  
day of MAY, 2007, by PAMELA PITTS the \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_, who is personally  
known to me OR who produced \_\_\_\_\_ as identification and who did  
\_\_\_\_\_ take an oath.



Rose Marie Garleff  
Notary Public  
ROSEMARIE GARLEFF  
Print Notary Name

My Commission Expires: 05/19/10

NOTARY PUBLIC  
State of FLORIDA at Large

Date of Execution by Seller:

May 7, 2007

As to Seller:

[Signature]  
Witness Signature

MARY A. McDaniel  
Print Witness Name

[Signature]  
Witness Signature

C. M. HILGENDORF

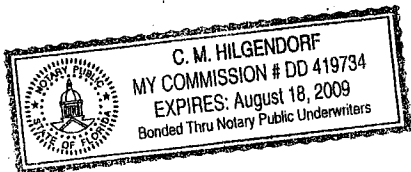
Print Witness Name

STATE OF Fla

COUNTY OF Palm Beach

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 7th day of May, 2007, by Patricia E. Pitts the beneficiary of the Estate of Joseph Pitts, deceased, who is personally known to me OR who produced Fla Dr. Lic as identification and who did take an oath.



[Signature]  
Notary Public

C. M. HILGENDORF

Print Notary Name

NOTARY PUBLIC

State of Fla at Large

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

EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

Lots 24 thru 30, Block 57, Westgate Estates, Northern Section as recorded in the Office of the Clerk of Circuit Court in and for Palm Beach County, Florida in Plat Book 8, Page 38.

*BLG*

FACILITIES DEVELOPMENT & OPERATIONS

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: April 27, 2007      REQUESTED BY: Tripp Cioci      PHONE: 233-0225  
FAX: 233-0210

PROJECT TITLE: Pitts Seminole Boulevard      PROJECT NO.: 2006-8.014

ORIGINAL CONTRACT AMOUNT:      BCC RESOLUTION#:

REQUESTED AMOUNT: \$350,000.00      DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE  
CONSULTANT/CONTRACTOR: Purchase price for the acquisition of the 0.47 ± acre parcel located at 1801 Seminole  
Blvd, West Palm Beach. PCN: 00-43-43-30-03-057-0240

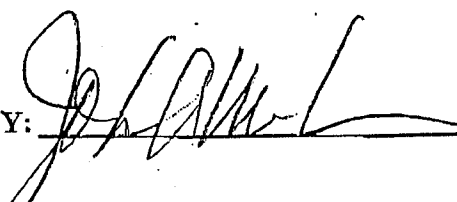
- CONSTRUCTION
- VENDOR SERVICES
- STAFF COSTS\*\*
- EQUIP. / SUPPLIES
- CONTINGENCY
- TOTAL

\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this  
BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3700      DEPT: 441      UNIT: F085      OBJ: 6101

FUNDING SOURCE (CHECK ALL THAT APPLY):       AD VALOREM       OTHER  
 FEDERAL/DAVIS BACON

BAS APPROVED BY:       DATE: 4/30/07

ENCUMBRANCE NUMBER:

STATION # 24

G:\TCioci\Pitts - Seminole Blvd\BAS Pitts Purchase.doc

**ATTACHMENT # 4**



EXHIBIT "D"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the Personal Representative of The Estate of Joseph Davis Pitts (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3580 South Ocean Boulevard, Penthouse "C", Palm Beach, Florida 33480

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Bettina Godziszewski, as P.R. Affiant  
(Print Affiant Name) Bettina Godziszewski, as P.R.

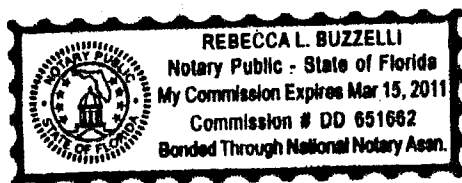
The foregoing instrument was acknowledged before me this 25 day of April, 2007, by Bettina Godziszewski,  
 who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

Rebecca L Buzzelli  
Notary Public

Rebecca L Buzzelli  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 5/15/11



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 24 thru 30, Block 57, Westgate Estates, Northern Section as recorded in the Office of the Clerk of Circuit Court in and for Palm Beach County, Florida in Plat Book 8, Page 38.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Bettina L. Godziszewski 3580 South Ocean Blvd. PH-C Palm Beach, FL 33480	.1685714 represents 3% PR fee + 1/7 of 97%
Ruth M. Nelson-Peebles 184 Bent Tree Drive P.B.G., FL 33418	.1385714 represents 1/7 of 97%
Julio H. Pitts 1165 12 <sup>th</sup> Court SW Vero Beach, FL 32965	.1385714 represents 1/7 of 97%
Malisa A. Lyles 2860 Conway Road New Smyrna Beach, FL 32168	.1385714 represents 1/7 of 97%
John N. Pitts 1608 Hollow Brook Drive Van Buren, Arkansas 72956	.1385714 represents 1/7 of 97%
Joseph D. Pitts, III (Minor Son of Joseph D. Pitts, Jr., - Deceased) C/O Pam Pitts 2327 Palm Road West Palm Beach, FL 33406	.1385714 represents 1/7 of 97%
Patricia E. Pitts 4602 SW Galaxie Street Port Saint Lucie, FL 34953	.1385714 represents 1/7 of 97%

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

JOSEPH DAVIS PITTS,

FILE NO. 502005CP005358XXXXMB

Deceased.

**ORDER DETERMINING HEIRS**

THIS CAUSE came to be heard upon the Verified Petition filed by BETTINA L. GODZISZEWSKI, as personal representative of the Estate of Joseph Davis Pitts, for an Order determining the heirs of Joseph Davis Pitts, the Court having reviewed the Petition, having received the Joinder, Waiver, and Consent forms submitted by each of the interested parties/heirs, and finding the material allegations of the Petition to be true, it is hereby ORDERED and ADJUDGED that the heirs of the decedent are as follows:

- a. Ruth M. Nelson-Peeples;
- b. John N. Pitts;
- c. Julio H. Pitts;
- d. Malisa A. Lyles;
- e. Bettina L. Godziszewski;
- f. Patricia E. Pitts; and
- g. Joseph D. Pitts, III.

FILED  
MAY 17 AM 9:17  
CLERK OF COURT  
PALM BEACH COUNTY  
FLORIDA



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 17 DAY OF May, 2007

SHARON R. BOCK  
CLERK & COMPTROLLER

By E. M. Smith  
DEPUTY CLERK

DONE and ORDERED in West Palm Beach, Florida, on this 17 day of May, 2007.

Karen L. Martin  
KAREN L. MARTIN, Circuit Judge

Copy furnished to:  
 Ronald E. Crescenzo, Esq.  
 515 N. Flagler Dr., 18<sup>th</sup> Floor  
 West Palm Beach, FL 33401

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: GUARDIANSHIP OF \_\_\_\_\_

JOSEPH D. PITTS, III  
A Minor

File No. 502007GA000262XXXXMB

ORDER APPOINTING GUARDIAN OF PROPERTY OF MINOR

On the petition of PAMELA C. PITTS for the appointment of a guardian of the property of JOSEPH D. PITTS, III, a minor, the Court finding that said minor is incapacitated because of minority and that it is necessary for a guardian of the property to be appointed, it is

ADJUDGED as follows:

1. PAMELA C. PITTS is qualified to serve and is hereby appointed as guardian of the property of JOSEPH D. PITTS, III.

2. Upon taking the prescribed oath, filing designation of resident agent and acceptance, and entering into a bond in the amount of \$ unlimited payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

3. The guardian must place the following property of the Ward:

a) Ward's one-seventh (1/7) interest in the proceeds of sale of homestead real property owned by the Ward's deceased grandfather, JOSEPH D. PITTS.

b) Ward's one-seventh (1/7) interest in the Estate of Joseph D. Pitts.  
in a restricted account in a financial institution designated pursuant to Section 69.031, Florida Statutes.

**SIGNED AND DATED**

ORDERED on \_\_\_\_\_, 2007.

MAY 15 2007

**JUDGE KAREN L. MARTIN**

KAREN L. MARTIN, Circuit Court Judge

EXHIBIT "B"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: GUARDIANSHIP OF

JOSEPH D. PITTS, III  
A Minor

File No. 502007GA000262XXXXMB

LETTERS OF GUARDIANSHIP  
OF THE PROPERTY OF MINOR

TO ALL WHOM IT MAY CONCERN:

WHEREAS, PAMELA C. PITTS has been appointed guardian of the property of JOSEPH D. PITTS, III (the Ward), and has taken the prescribed oath and performed all other acts prerequisite to issuance of Letters of Guardianship of the property of the Ward,

NOW THEREFORE, I, the undersigned circuit judge, declare PAMELA C. PITTS duly qualified under the laws of the State of Florida to act as guardian of the property of JOSEPH D. PITTS, III, a minor, with full power to exercise all delegable legal rights and powers of the Ward, pertaining to the Ward's property, to administer the property of the Ward according to law, and to take possession of and to hold, for the benefit of the Ward, all the property and income of the Ward.

ORDERED on May 15, 2007.

*Ward's interest in  
real estate shall not  
be sold, transferred  
or encumbered without  
court order. May 15, 2007  
Judge Martin*

*Karen L. Martin*  
KAREN L. MARTIN  
CIRCUIT JUDGE

Copies furnished to:

Ronald E. Crescenzo, Esq., 515 N. Flagler Dr., Suite 1800, West Palm Beach, FL 33401

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: GUARDIANSHIP OF

JOSEPH D. PITTS, III  
A Minor

CASE NO. 502007GA.000262XXXXMB

ORDER AUTHORIZING SALE OF REAL PROPERTY

FILED  
MAY 15 AM 9:28  
CLERK OF CIRCUIT COURT  
PALM BEACH COUNTY, FL  
CIRCUIT PROBATE 1

THIS CAUSE was heard on the verified Petition of PAMELA C. PITTS, as Guardian of the property of JOSEPH D. PITTS, III, and the Court being duly advised finds that the Ward owns a one-seventh (1/7) interest in homestead real property of his deceased grandfather, JOSEPH D. PITTS; that it is in the best interests of the Ward and his estate that the real property described in the Petition be sold; that the sales price of \$350,000 is reasonable; and that there are no other persons interested in this proceeding, it is therefore

ORDERED AND ADJUDGED that PAMELA C. PITTS, as Guardian of the property of JOSEPH D. PITTS, III, a Minor, should be and is hereby authorized to sell the real property located in Palm Beach County, Florida, more specifically described as:

Lots 24 through 30, Block 57, Westgate Estates (Northern Section) as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 38.  
Parcel ID No. 00-43-43-30-03-057-0240

in accordance with the terms of the proposed contract attached to the petition, and Petitioner is authorized to execute documents and to do all things necessary to complete the sale transaction.

ORDERED this 15 day of May, 2007.



STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.

*Karen L. Martin*  
KAREN L. MARTIN, Circuit Judge

THIS 15 DAY OF May, 2007  
SHARON R. BOCK  
CLERK & COMPTROLLER

By *Sharon R. Bock*  
DEPUTY CLERK  
Copies returned: Ronald E. Crescenzo, Esq., 515 N. Flagler Dr., #1800, West Palm Beach, FL 33401