

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(118,598)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Reimbursement	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(118,598)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X
 Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6439
 Program _____

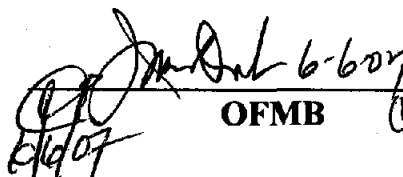
B. Recommended Sources of Funds/Summary of Fiscal Impact:

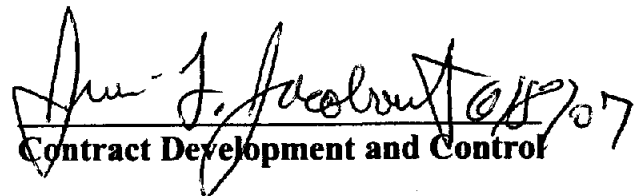
Net fiscal impact is based upon the estimated title/loan costs of \$1,400 which will be paid by the County and deducted from the closing proceeds. Pursuant to R2003-0125 as amended by R2004-0657 the County agreed to "reimburse" the Sheriff (on behalf of the Law Enforcement Trust Fund) for the amount of the original donation of \$65,523.24. The remainder of the proceeds will go to the general fund unless otherwise re-appropriated by the Board. It was originally contemplated that the proceeds (both LETF and County's) would be re-allocated to a similar transitional property acquisition in another CCRT area, but that decision is ultimately the Board's in partnership with the Sheriff. In addition, Commissioner Koons has suggested the revenues be used toward 1) Stacey Street School Site for new Boys & Girls Club; 2) Kenwood Estates CCRT area - purchase of property for Community Center; or 3) a more centrally located site in Westgate for Community Court.
 119,998 less closing cost (1,400) = 118,598

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

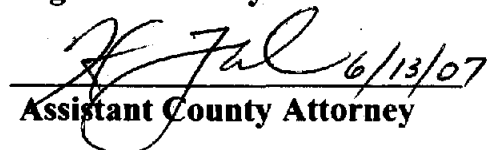
A. OFMB Fiscal and/or Contract Development Comments:


 OFMB *IN* 6/14/07


 Contract Development and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

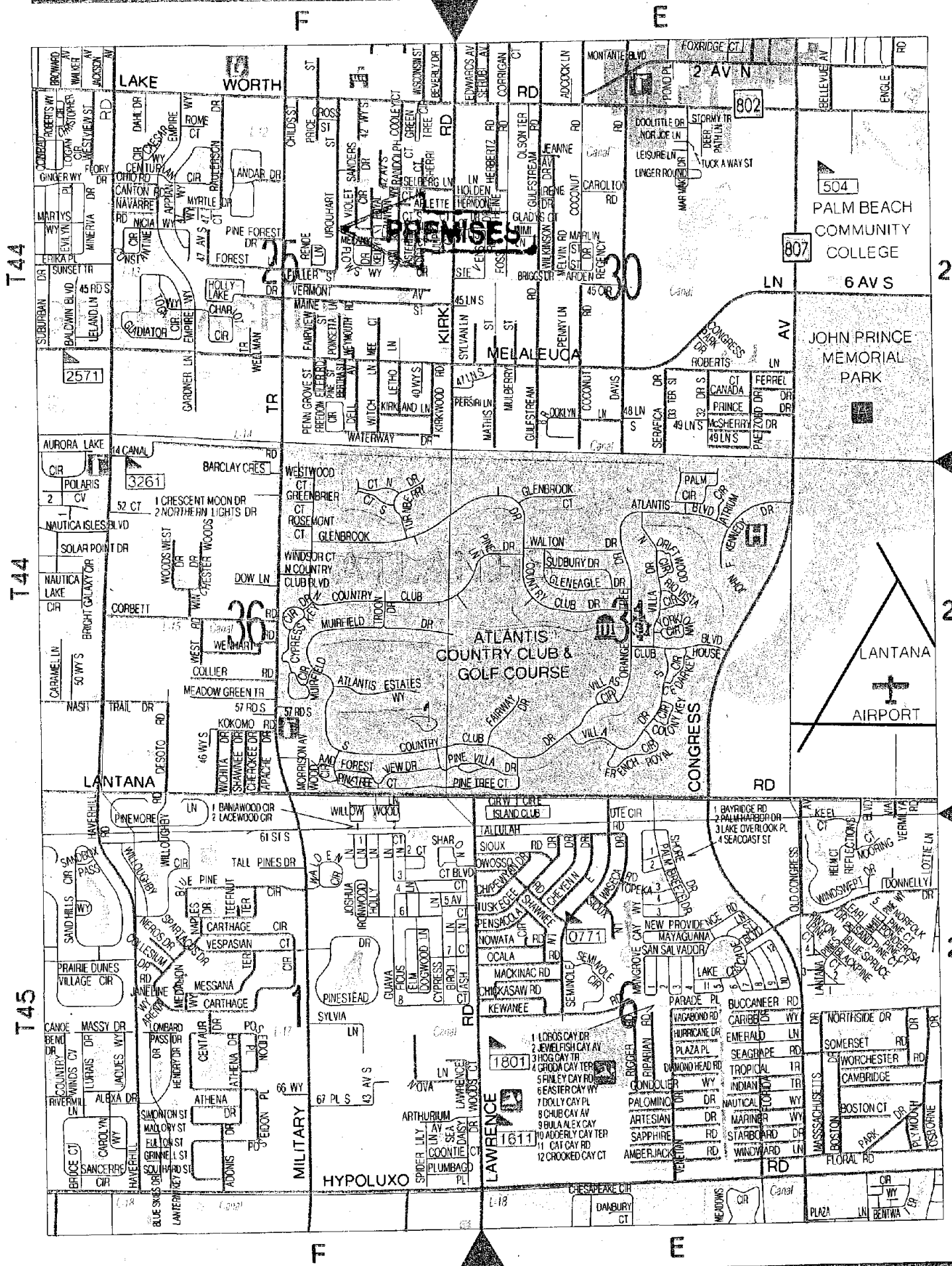

 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification: The County acquired a .26+/- acre parcel of land improved with an existing 1,152 SF +/- single family home located at 328 Urquhart Street in unincorporated Lake Worth on January 16, 2003 by Certificate of Title through a foreclosure action on a code enforcement lien. On January 28, 2003, the Board approved a Use Agreement (R2003-0126) with the PBSO who has used and occupied the property for the purpose of conducting law enforcement activities to support the community revitalization efforts in the area. Sixty-six thousand dollars for the acquisition of and improvements to the property and structure were obtained from the Law Enforcement Trust Fund. PBSO has determined that the area is stabilized and their presence is no longer required; therefore, the property will be sold for residential purposes. On February 6, 2007, the Board approved a Second Amendment to Use Agreement (R2007-0146) to extend the term of the Use Agreement for an additional five (5) months to June 28, 2007, while the property is being sold. The RFB was advertised in the Palm Beach Post on April 22, 2007 and April 29, 2007. The RFB provided for a 10% preference in the ranking of the bids for employees of the Board of County Commissioners, PBSO, County Clerk, Property Appraiser, Tax Collector, Supervisor of Elections and Palm Beach County School Board. Ms. Johnson submitted her bid, together with the required \$5,000 bid deposit. The County's Housing and Community Development Department has verified that Ms. Johnson's income does not exceed 140% of the local area median income. Ms. Johnson has been pre-qualified for a loan by Pinnacle Financial Corporation and she has made application for a loan application. Staff is recommending that the Board accept the sole offer submitted by Maria M. Johnson. 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. Such Disclosure is not required in connection with the sale of land by the County. Staff is requesting such Disclosure for all transactions with private entities, however, as this transaction is with an individual a Disclosure was not requested.



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LOCATION MAP

ATTACHMENT #1

Z

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made 5/15/07, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida.

ADDRESS: Property and Real Estate Management
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544

BUYER: Marisa M Johnson
NAME (as you want it to appear on deed)

ADDRESS: 2213 N.W. 55 TERRACE
Lauderhill, FL 33313
(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

1. **AGREEMENT TO SELL:** Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. **PURCHASE PRICE:** The purchase price of the Property shall be one hundred nineteen thousand nine hundred ninety eight (\$ 119,998.00) and shall be paid to Palm Beach County in the following manner:

A. **Deposit:** Buyer deposits herewith: Five Thousand and no/100 Dollars (\$5,000.00) as earnest money in the form of a money order or cashier's check made payable to the Palm Beach County Board of County Commissioners.

B. **Balance:** The balance of the purchase price in the amount of one hundred fourteen thousand nine hundred ninety eight (\$ 114,998.00) shall be payable to the Palm Beach County Board of County Commissioners at closing by wire transfer or locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. This Agreement is not contingent upon Buyer obtaining financing.

3. **CLOSING:** This Agreement shall be closed and the deed delivered within 21 days of the Effective Date of this Agreement unless the Closing is postponed in the sole discretion of Seller. The following are additional details of closing:

A. **Time and Place:** The closing will be held at the office of the Property & Real Estate Management Division located at 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406-1544, or another location designated by County, and at a time solely determined by the Seller.

B. **Conveyance:** At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the Property and any

improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. The deed shall restrict the resale of the Property for a period of three (3) years after Seller's conveyance to Buyer to those persons who will occupy and homestead the Property as their principal place of residence and whose household incomes do not exceed 140% of the then current local area median income as determined by the Florida Housing Finance Corporation and adjusted for family size. The deed restriction shall include a requirement that the owner of the Property submit to Seller a copy of the homestead exemption certificate for the Property during each of the three years that the conveyance is restricted. The required copy of the homestead exemption certificate shall be submitted to County prior to June 30 of each year that this conveyance is restricted and shall be sent to the Palm Beach County Property & Real Estate Management Division, 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406, or such other address designated by Palm Beach County. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property. The requirements set forth in this section shall survive Closing.

C: Expenses: Seller shall pay all costs and premiums for the owner's title insurance commitment and policy in the amount of the purchase price and, if applicable, a loan policy in the amount of the loan amount. Buyer shall pay all costs of closing, including but not limited to the cost of recording the deed of conveyance, Documentary Stamps required to be affixed to the deed of conveyance, and any other costs associated with this sale, including but not limited to the costs for surveying the property, and the cost of obtaining a lead-based paint risk assessment and/or inspection.

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

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

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

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

C: Lead Disclosure: 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 Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Buyer shall have ten (10) days from the date of notice of Apparent High Bidder status (as that term is defined in RFB No. 2007-101-NL) to conduct a risk assessment or inspection for lead-based paint hazards. On the eleventh (11th) day after receipt of notice of Apparent High Bidder status, Buyer shall either (1) execute and deliver to Seller the Lead-Based Paint Disclosure form attached hereto as Exhibit "D" and made a part hereof, or (2) provide Seller with written notice that Buyer is terminating this Agreement due to the discovery of lead-based paint together with documentation from a qualified inspector verifying the existence of lead paint. Upon receipt of such notice of termination from Buyer, Seller shall return Deposit to Buyer and both parties shall be relieved of all obligations hereunder.

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

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

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

9. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

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

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

12. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

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

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

15. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

16. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

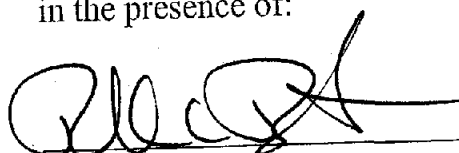
17. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

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

19. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

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

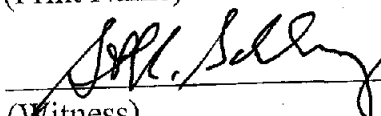
Signed, sealed and delivered
in the presence of:



(Witness)

Richard C. Bogatis

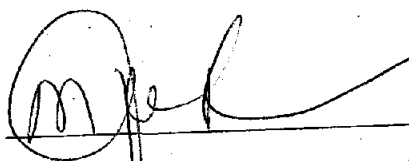
(Print Name)



(Witness)

Steven K. Schlamp

(Print Name)

By: 

NAME: Maria M. Johnson

TITLE: _____

("Buyer")

Attest:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Addie L. Greene, Chairperson
("Seller")

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Reed Anthony Wolf
Department Director

EXHIBIT "A"

(To the Deposit Receipt And Contract For Sale And Purchase)

LEGAL DESCRIPTION

**Lots 26 and 27, JEANART PARK, according to the Plat thereof on file in the
Office of the Clerk of the Circuit Court in and for Palm Beach County,
Florida, recorded in Plat Book 22, Page 20.**

EXHIBIT "B"

(To the Deposit Receipt And Contract For Sale And Purchase)

COUNTY DEED

PREPARED BY AND RETURN TO:
NICHOLAS LAMBIASE, JR.
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3200 BELVEDERE ROAD, BUILDING 1169
WEST PALM BEACH, FLORIDA 33406-1544

PCN: 00-42-44-25-10-000-0260

COUNTY DEED

This COUNTY DEED, made June 19, 2007, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, party of the first part, and Maria M. Johnson, whose legal mailing address is 328 Urquhart Street, Lake Worth, Florida, 33461, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof (the "Property")

subject to the following restriction:

For a period of three (3) years from the date of this conveyance, the resale of the Property is restricted to those persons who will occupy and homestead the Property as their principal place of residence and whose household incomes do not exceed 140% of the then current local area median income as determined by the Florida Housing Finance Corporation and adjusted for family size. The owner of the Property shall submit to the party of the first part a copy of the homestead exemption certificate for the Property during each of the three years that this conveyance is restricted. The required copy of the homestead exemption certificate shall be submitted to County prior to June 30 of each year that this conveyance is restricted and shall be sent to the Palm Beach County Property & Real Estate Management Division, 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406, or such other address designated by Palm Beach County.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

EXHIBIT "A"

To County Deed

**Lots 26 and 27, JEANART PARK, according to the Plat thereof on file in the
Office of the Clerk of the Circuit Court in and for Palm Beach County,
Florida, recorded in Plat Book 22, Page 20.**

EXHIBIT "C"

(To the Deposit Receipt And Contract For Sale And Purchase)

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 15th day of MAY, 2007 by Marion M Johnson ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated 15th May, 2007. (Resolution No. R-) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of One hundred nineteen thousand, nine hundred ninety two (\$ 119,992.00), 0.26 +/- acre(s) of surplus land at 328 Urquhart Street, Lake Worth, located in Section 25, Township 44, Range 42, Palm Beach County, Florida ("Property"), and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

WHEREAS, the Agreement states that Buyer shall purchase the Property and any improvements in an "AS IS CONDITION," without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

NOW THEREFORE, in consideration of the conveyance of the Property, Buyer hereby acknowledges to Seller as follows:

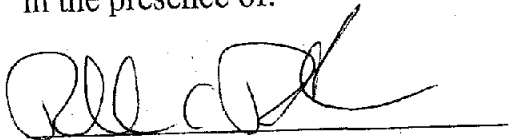
1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION." Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property.
3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with

respect to this transaction or the Property.

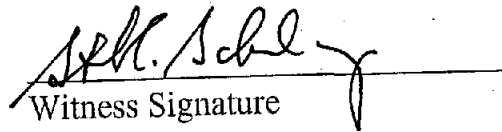
4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

IN WITNESS WHEREOF, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

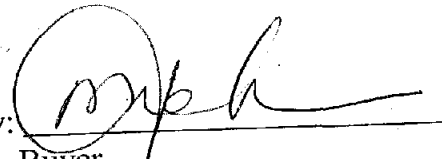
Signed, sealed and delivered
in the presence of:


Witness Signature

Richard Boyatis
Print Name


Witness Signature

Steven K. Schlamp
Print Name

By: 
Buyer

Mary Johnson
Print Name

By: _____
Buyer

Print Name

EXHIBIT "A"
LEGAL DESCRIPTION
(To the "AS IS" ACKNOWLEDGMENT)

**Lots 26 and 27, JEANART PARK, according to the Plat thereof on file in the
Office of the Clerk of the Circuit Court in and for Palm Beach County,
Florida, recorded in Plat Book 22, Page 20.**

EXHIBIT "D"

(To the Deposit Receipt And Contract For Sale And Purchase)

LEAD-BASED PAINT DISCLOSURE (SALES)

328 Wrought street lake worth GA 30462
Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

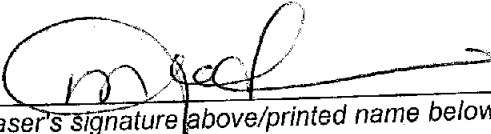
Seller Initials: [Signature] Buyer Initials: [Signature] Agent Initials: [Signature]

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

PURCHASER:

5/15/07
Date


[purchaser's signature above/printed name below]

Mariam Johnson
[purchaser's signature above/printed name below]

SELLER:

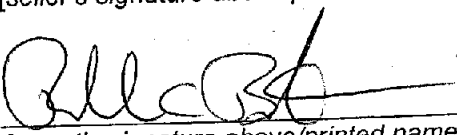
Date

[seller's signature above/printed name below]

[seller's signature above/printed name below]

AGENT:

5/15/07
Date


[agent's signature above/printed name below]

Richard C Bogie
Property Manager, Prem