

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 11, 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 (Agreement) with Magno C. Braga and Marcia S. Braga to acquire a 0.25 acre parcel in the Watergate Mobile Home Estates community in Boca Raton for \$151,000; and
- B) a Memorandum of Agreement to be recorded in the public records to provide notice of this Agreement.

Summary: Mr. and Mrs. Braga own a 0.25 acre lot located at 10537 West Sandalfoot Boulevard in unincorporated Boca Raton, which is improved with a mobile home that will be demolished post-closing. The property is being purchased for development of a Countywide Community Revitalization Team (CCRT) neighborhood park. Staff obtained an appraisal which valued the property at \$155,000. This Agreement contains a forty-five (45) day inspection period to complete necessary due diligence. In the event any problems are discovered, the County has the option to terminate the Agreement. The County shall be responsible for title insurance and closing costs estimated to be \$1,144. Closing is expected to occur within sixty (60) days of Board approval. Demolition of the mobile home is estimated to cost \$6,000.
(PREM) District 5 (JMB)

Background and Justification: The CCRT has identified the Watergate Mobile Home Estates community in Boca Raton as a target revitalization area. The CCRT's hope is to assist in the revitalization of the area with the development of a quality neighborhood park. After evaluation of several sites, the Parks and Recreation Department determined this location best fulfilled the selection criteria. The Bragas had constructed a porch without a building permit which resulted in a code enforcement violation. The enforcement of resolving the violation has stopped due to the County's intended acquisition of the property and the fact that the porch will be demolished in connection with development of the Park. Demolition of the mobile home and porch is anticipated to occur within 60 days of closing, with construction of the Park to begin mid-2008.

Attachments:

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

Recommended By: Ray Anthony Wilf 8/24/07
Department Director Date

Approved By: [Signature] 8/11/07
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$152,144	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$152,144	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 3900 Dept 366 Unit X112 Object 6501 (purchase \$151,000)
 Fund 3900 Dept 366 Unit X112 Object 6505 (title & clsg \$1,144)

Program _____

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

This acquisition is being funded by CCRT. *(Watergate MHP Neighborhood Park)*
 Title insurance and closings costs are estimated to be an additional \$1,144
 Land purchase: \$151,000 + title insurance/recording fee: \$1,144 = 152,144

\$125,000 has been approved by BCC for the Watergate Neighborhood Park completion.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 8-31-07
 OFMB
[Signature] 8/31/07

[Signature] 9/14/07
 Contract Development and Control
 8/31/07

This Contract complies with our contract review requirements.

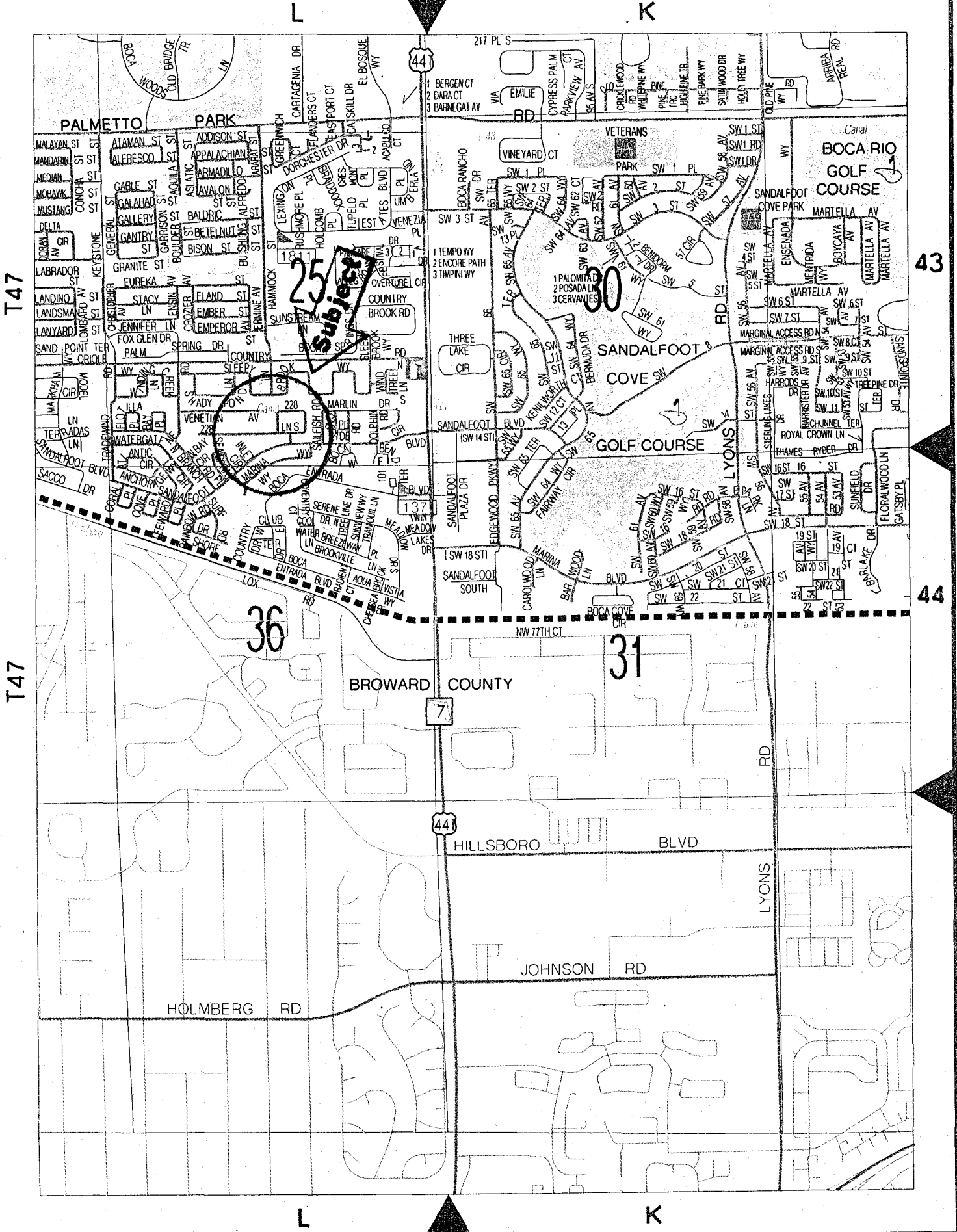
B. Legal Sufficiency:

[Signature] 9/6/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



T47

T47

43

44

25
Subject

36

31

LOCATION MAP

ATTACHMENT #1

Handwritten signature or initials

NO CONTINUING MAP

AGREEMENT FOR PURCHASE AND SALE

between

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

and

**MAGNO C. BRAGA AND MARCIA S. BRAGA,
husband and wife, as Seller**

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and MAGNO C. BRAGA AND MARCIA S. BRAGA, husband and wife (hereinafter referred to individually and jointly as the "Seller").

WITNESSETH:

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

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

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 10.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

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

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners 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 forty-five (45) 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 One Hundred Fifty-One Thousand and no/100 Dollars (\$151,000.00).

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 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 The Property abuts a public roadway to which access is not limited or restricted.

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

4.4 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.

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

4.6 There are no condemnation, environmental, code enforcement, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property, and there are no fines or liens that have been levied against the Property as a result of any condemnation, environmental, code enforcement, zoning or other land-use regulation proceedings, except in connection with Code Violation #C0606190004 as set forth in Section 34 below.

4.7 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.

4.8 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.

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

4.10 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with Paragraph 12 hereof, for the year of Closing and all prior years.

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

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

4.13 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.14 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

4.15 The Watergate Mobile Home Park Association, Incorporated, has been dissolved, the Property is not within an existing property owners' or homeowners' association, and there are no unpaid, existing pending, or future general assessments, special assessments, or liens affecting the Property which are or may be imposed or assessed by The Watergate Mobile Home Park Association, Incorporated or any current or previously existing property owners' or homeowners' association.

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 17.1 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 not to close upon its purchase of the Property, 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 County shall obtain at County's expense an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by SouthEast Guaranty & Title, Inc., agreeing to issue to the County upon the recording of the Statutory Warranty Deed 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 and title insurance policy and any premium therefor shall be borne by County.

The County shall have until the later of ten (10) days after receipt 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, including but not limited to any matters relating to the existence of The Watergate Mobile Home Park, Incorporated, and/or any other homeowners' or property owners' association, or any existing, pending, or future assessments or liens which are or may be imposed or assessed by The Watergate Mobile Home Park, Incorporated, and/or any other homeowners' or property owners' association, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing, 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 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 default by Seller, including an action for damages.

6.2 County may request, prior to the Closing, 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 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) any existing, pending, or future general assessments, special assessments, or liens which are or may be imposed by The Watergate Mobile Home Park, Incorporated, and/or any other current or previously existing homeowners' or property owners' association (g) 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 (h) 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, at Closing Seller shall deliver the Property, including the mobile home located on the Property, free of any trash, refuse or other debris, and in full compliance with all governmental regulations. 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; (4) Seller shall have addressed to the satisfaction of County the Code Enforcement violations identified in Section 34 herein. 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.

10.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions.

10.3.2 **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.

10.3.3 **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.

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

10.3.5 **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.

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.

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

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

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 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 County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

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

14. **REAL ESTATE BROKER.** Seller 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.

15. **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 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:

15.1 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

15.2 Seller:

Magno C. Braga & Marcia S. Braga

10537 Sandalfoot Boulevard
Boca Raton, FL 33428
Fax _____

With a copy to:

Tod Andrew Weston, Esq.
51 E. Commercial Blvd.
Fort Lauderdale, FL 33334
Fax (954) 938-5333

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.

16. **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.

17. **DEFAULT.**

17.1 **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, including bringing suit, 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 and pursue damages.

17.2 **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 and pursue damages.

18. **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.

19. **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.

20. **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 within sixty (60) days of such termination.

21. **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.

22. **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.

23. **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.

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

25. **NON-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.

26. **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.

27. **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.

28. **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.

29. **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.

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

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

32. **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.

33. **PROPERTY OWNERS' ASSOCIATION.** Seller represents and warrants to County that The Watergate Mobile Home Park Association, Incorporated, has been dissolved, that there is not an existing homeowners' or property owners' association that has jurisdiction over the Property, and that there are no unpaid, pending, or future general assessments, special assessments, or liens which are or may be imposed by The Watergate Mobile Home Park Association, Incorporated, or any other homeowners' or property owners' association. Seller acknowledges that County is relying on Seller's representations as set forth in this Section in entering into this Agreement with Seller. Seller agrees to promptly pay in full or otherwise dispose of any general assessments, special assessments, or liens imposed by The Watergate Mobile Home Park Association, Incorporated, or any other homeowners' or property owners' association, together with any accumulated interest, late fees, processing charges, recording fees, and attorney's fees and court costs, if applicable, if any general assessments, special assessments, or liens are discovered, whether discovery occurs prior to or after Closing. Seller's obligations as set forth in this Section shall survive Closing.

34. **CODE ENFORCEMENT VIOLATIONS.** Seller acknowledges that the Property has previously been in violation of Palm Beach County code requirements and that Seller has been issued Code Violation #C0606190004 (the "Porch Violation") by Palm Beach County Code Enforcement ("Code Enforcement"). County shall have the option, in its sole and absolute discretion, to either (i) accept conveyance of the Property with the existing Porch Violation ("Option One") or (ii) require Seller to remove the Porch Violation prior to Closing ("Option Two"). County shall notify Seller in writing prior to the end of the Inspection Period whether it has elected Option One or Option Two. Seller acknowledges that no matter which option County selects, Seller is solely responsible for and shall promptly pay in full any fines, fees, and liens, including interest, that have been or might be imposed by Code Enforcement in connection with the Porch Violation and any other code violations that might occur during Seller's ownership of the Property, whether said fines, fees, and liens are imposed against the Property prior to or after Closing. Seller also acknowledges that should County select Option One, the Porch Violation shall be the only violation of Palm Beach County code requirements that County shall agree to accept by selecting Option One, and Seller shall remain responsible for any violations of Palm Beach County code requirements other than the Porch Violation. Seller acknowledges that County is relying on Seller's representations as set forth in this Section in entering into this Agreement with Seller. Seller's obligations as set forth in this Section shall survive Closing. The parties acknowledge and agree that this Agreement shall not limit or restrict the County's discretion in the exercise of its governmental or police powers, acknowledges and agrees that the County's negotiations towards the purchase of the Property : (i) in no way restricts the legislative, quasi-judicial or executive discretion of the Board of Commissioners or staff of the Board of Commissioners regarding the contents of any current or future code violations;

and (ii) does not guarantee any particular results for Seller relative to such violations. The parties further acknowledge that all governmental actions to be taken by the County, the Board of Commissioners, County staff and quasi-judicial boards regarding the violations shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the County as to any particular recommendation or approval.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Signed, sealed, and delivered in the presence of:

Date of Execution by Seller:

6/11, 2007

Witnesses as to Both:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

SELLER:

Magno C. Braga

Marcia S. Braga

Date of Execution by County:

_____, 2007

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:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Assistant County Attorney

By: Pat Anthony Wolf
Department Director

SCHEDULE OF EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION**
- EXHIBIT "B" - PERMITTED EXCEPTIONS**
- EXHIBIT "C" - MEMORANDUM OF AGREEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 208, WATERGATE MOBILE HOME ESTATES, according to the Declaration of Covenants, Conditions, and Restrictions, dated 10/20/71 and recorded 11/30/71 in Book 1955, Page 1589, of the Official Records of Palm Beach County, Florida

EXHIBIT "B"

PERMITTED EXCEPTIONS

None.

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

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

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, 11th Floor, West Palm Beach, Florida 33401, ("County"), and MAGNO C. BRAGA AND MARCIA S. BRAGA, husband and wife, with an address of 10537 Sandalfoot Boulevard, Boca Raton, FL 33428 (individually and jointly 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 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

Date of Execution by Seller:

June 11, 2007

Witnesses as to Both:

SELLER

Witness Signature

Magno C. Braga

Print Witness Name

Marcia S. Braga

Witness Signature

Print Witness Name

STATE OF Florida]

SS:

COUNTY OF Broward]

The foregoing Memorandum of Agreement was acknowledged before me this 11th day of June, 2007, by Magno C. Braga, who is personally known to me OR who produced Valid FL License as identification and who did take an oath.

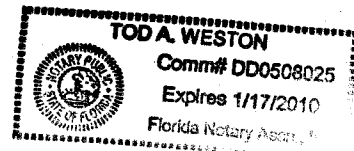
Notary Public

Print Notary Name

NOTARY PUBLIC

State of at Large

My Commission Expires:



STATE OF Florida]
COUNTY OF Broward]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 11th day of June, 2007, by MARIS C. B. [signature] who is personally known to me OR who produced WID PL [signature] as identification and who did _____ take an oath.

Notary Public

Print Notary Name

NOTARY PUBLIC
State of _____ at Large
My Commission Expires: _____

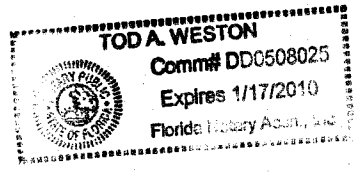


EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 208, WATERGATE MOBILE HOME ESTATES, according to the Declaration of Covenants, Conditions, and Restrictions, dated 10/20/71 and recorded 11/30/71 in Book 1955, Page 1589, of the Official Records of Palm Beach County, Florida

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

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, 11th Floor, West Palm Beach, Florida 33401, ("County"), and MAGNO C. BRAGA AND MARCIA S. BRAGA, husband and wife, with an address of 10537 Sandalfoot Boulevard, Boca Raton, FL 33428 (individually and jointly 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 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

Date of Execution by Seller:

June 11, 2007

Witnesses as to Both:

SELLER

[Signature]
Witness Signature

[Signature]
Magno C. Braga

Tom Marx
Print Witness Name

[Signature]
Marcia S. Braga

[Signature]
Witness Signature

Jenna Springfen
Print Witness Name

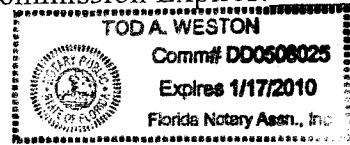
STATE OF Florida]
COUNTY OF Broward]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 11th day of June, 2007, by Magno C. Braga, who is personally known to me OR who produced VA 11 12 62 as identification and who did _____ take an oath.

[Signature]
Notary Public
[Signature]
Print Notary Name

NOTARY PUBLIC
State of _____ at Large
My Commission Expires:



STATE OF Florida]
COUNTY OF Broward]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 11th day of June, 2007, by Marcia S. Boerst who is personally known to me OR who produced Valid FL License as identification and who did _____ take an oath.



Notary Public

Print Notary Name

NOTARY PUBLIC

State of _____ at Large

My Commission Expires: _____

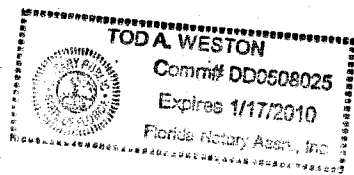


EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 208, WATERGATE MOBILE HOME ESTATES, according to the Declaration of Covenants, Conditions, and Restrictions, dated 10/20/71 and recorded 11/30/71 in Book 1955, Page 1589, of the Official Records of Palm Beach County, Florida

FACILITIES DEVELOPMENT & OPERATIONS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: July 17, 2007 REQUESTED BY: Tripp Cioci PHONE: 233-0225
PROJECT TITLE: Watergate Neighborhood Park FAX:
ORIGINAL CONTRACT AMOUNT: PROJECT NO.: 2006-1.008
REQUESTED AMOUNT: \$151,000.00 BCC RESOLUTION#: 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 0.20 ± acre parcel for the proposed
Watergate Neighborhood Park property, located at 10537 West Sandalfoot Boulevard, Boca Raton.
PCN: 00-41-47-25-02-000-2080

CONSTRUCTION	
VENDOR SERVICES	
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	151,000.00

** 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: 3900 DEPT: 366 UNIT: X112 OBJ: 6501

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

BAS APPROVED BY: [Signature] DATE: 7-19-07

ENCUMBRANCE NUMBER:

FUNDING SOURCE(S)	
<input type="checkbox"/>	Bond
<input type="checkbox"/>	Impact Fees
<input type="checkbox"/>	Park Improvement Fund
<input type="checkbox"/>	Ad Valorem
<input checked="" type="checkbox"/>	Other

BAS APPROVAL	
<input checked="" type="checkbox"/>	FULLY FUNDED WITHIN CURRENT BUDGET <u>ok</u>
<input type="checkbox"/>	FULLY FUNDED PENDING BUDGET TRANSFER _____

C:\DOCUME~1\granow\LOCALS~1\Temp\XPrpwise\BAS Watergate Purchase.doc

ATTACHMENT # 4