

**PALM BEACH COUNTY**

## BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

☒ Consent      ☐ Regular  
☐ Workshop      ☐ Public Hearing

☐ Workshop ☐ Public Hearing

**Submitted For:**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** An agreement to purchase the following property at a total cost of \$ 85,000. Said property is located West of Runway 9L at Palm Beach International Airport (PBI):

Debbie Combs  
4773 Amelia Street  
West Palm Beach, FL 33415  
Sales Price \$85,000.00  
Replacement Housing \$ N/A

**Summary:** The above property is being acquired in accordance with Palm Beach International Airport's approved Part 150 Noise Compatibility Study, which recommended the acquisition of property. **Countywide (AH)**

**Background and Justification:** On January 21, 1997 Board Item 3F2 approved by the BCC authorized the purchase of property located West of Runway 9L at PBIA. On October 6, 1998 Board Item 3F1 (R-98-1616-D) approved by the BCC authorized the acquisition of approximately 90 parcels located West of Runway 9L at PBIA.

**Attachments:**

1. Two (2) Original Agreements for Purchase and Sale
2. Correspondence (Parcel W-90)

By: [Signature]  
Department Director

**Date**

Department Director

Date \_\_\_\_\_

## **II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>Capital Expenditures</b>	<b>\$85,000</b>				
<b>Operating Costs</b>					
<b>External Revenues (Grants)</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL IMPACT</b>	<b>\$85,000</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

**Is Item Included in Current Budget?**    Yes X    No \_\_\_\_\_  
**Budget Account No:**    Fund 4114 Department 121 Unit A187 Object 6101  
                                     Reporting Category \_\_\_\_\_

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

**Funds are available in the above referenced account.**

### C. Departmental Fiscal Review:

### III. REVIEW COMMENTS

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

11-19-07  
OFMB  
11-19-07  
11/16

Dr. L. Jacobs 11/20/07  
Contract Dev. and Control  
JW

### B. Legal Sufficiency:

**This Contract complies with our contract review requirements.**

James Brubaker 11/21/07  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

**REVISED 9/03**  
**ADM FORM 01**

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)**

**DEPARTMENT OF AIRPORTS**

**AGREEMENT FOR PURCHASE AND SALE**

This Agreement for Purchase and Sale, is made and entered into \_\_\_\_\_, by and between Debbie Combs, (hereinafter referred to as the "Seller") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

**W I T N E S S E T H:**

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 6.2 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 shall have approved the execution of 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 **"Property"** - the real property legally described in Exhibit "A", attached hereto and made a part hereof, together with all improvements situated thereon together with the tenements, hereditaments, easements, privileges, and appurtenances belonging to or serving such property.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and other good and valuable consideration, 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 right, title and interest of Seller in and to any and all streets, roads, highways, easements, accesses and rights of way appurtenant to the Property, together with all improvements located thereon, if any.

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

3.1 **Purchase Price.** The purchase price of the Property shall be Eighty-Five Thousand Dollars (\$ 85,000.00 ) (the "Purchase Price").

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property, 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 the best of his knowledge to County as follows:

4.1 That 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 which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

4.2 That - 2here 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.

4.3 That there are no judicial or administrative actions, suits or judgments affecting the Property, including without limitation, any such laws, ordinances, rules or regulations of any governmental authority having jurisdiction of the Property.

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

4.5 There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted, or planned to be instituted with regard to the Property.

4.6 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or material men's liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

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

4.9 That all ad valorem real property taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with paragraph 11 hereof, for the year of Closing and all prior years.

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

4.11 That the Property is not presently being nor in the past been used for the handling, storage, transportation, or disposal of hazardous or toxic substances, wastes or materials.

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

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, County shall have the right to: (a) terminate this Agreement at any time prior to Closing upon written notice 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 as a result of Seller's breach; (b) 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 (c) proceed to close upon the Property pursuant to this Agreement and receive a reduction in the Purchase Price due to such material untruth.

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. Nothing contained herein shall be deemed 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. The obligation of County to close hereunder is contingent upon there being no adverse change in the condition of the Property or the investigations performed pursuant to this Agreement.

6. Closing. The parties agree that the Closing upon the Property shall be consummated as follows:

6.1 Place of Closing. The Closing shall be held at the offices of County's Property & Real Estate Management Division or such other location as designated by County.

6.2 Closing Date. The Closing shall be seventy five (75) days following the Effective Date of this Agreement or at such earlier date as is mutually agreed upon by the parties.

6.3 Closing Documents. At Closing, Seller shall deliver or cause to be delivered to County, the following documents, each fully executed and acknowledged as required:

6.3.1 Statutory Warranty Deed. A Statutory Warranty Deed conveying good and marketable fee simple title to the Property.

6.3.2 Affidavit of Seller. A Seller's Affidavit in form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy, and stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights.

6.3.3 Additional Documents. The parties shall also execute and deliver such other instruments as are necessary or reasonable to consummate the transactions herein contemplated, including, but not limited to, a brokerage release (if applicable) and Seller's Disclosure of Beneficial Interests as required by 286.23, Florida Statutes, both in a form and substance acceptable to County, which Seller shall provide to County no later than ten (10) days prior to Closing. Seller shall promptly notify County in writing any of the information disclosed in the Seller's Disclosure of Beneficial Interest changes. Seller shall provide County with an updated Seller's Disclosure of Beneficial Interests at County's request.

6.4 Possession. At Closing, Seller shall deliver full, complete and exclusive possession of the Property to County. Seller shall be entitled and obligated to remove all personal property from the Property.

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

6.5.1 Cash Due at Closing. The required payment due as cash due at Closing as provided elsewhere herein.

## 7. EVIDENCE OF TITLE.

7.1 The County may order an owner's title insurance commitment, together with legible copies of all exception to coverage reflected therein, issued by a title insurance company acceptable to County, agreeing to issue to the County upon the recording of the Warranty Deed to the Property, an owner's marketability title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Property. The cost of said commitment and policy and any premium therefore shall be borne by County.

7.2 In the event the title insurance commitment shall show as an exception any matter which would render the title unmarketable, County shall notify Seller of County's objections 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 Date if necessary) within which to cure such defects or to make arrangements with the title insurer for the removal of any such objections from the commitment. Seller shall have the option of discharging any such matters at Closing out of the Closing proceeds. If the defect(s) shall not have been so cured or removed from the 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 and receive a reduction in the Purchase Price due to such defect; or (b) terminating this Agreement, by giving written notice thereof to Seller, in which event the parties shall be relieved of all further obligations hereunder.

7.3 County may request, prior to the Closing, an endorsement of the commitment making it effective to within five (5) days of the Closing Date. At Closing, the title insurance commitment shall be endorsed to remove any and all requirements or preconditions to the issuance of an owner's marketability 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; (c) easements or claims of easement not shown by the public records; (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 commitment but before the acquisition of record of title to the Property by the County.

7.4 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

8. SURVEY. County shall have the right to obtain a current survey of the Property and all improvements thereon. Said survey shall be prepared in accordance with the minimum technical standards for surveys within the State of Florida. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, which affect marketability of the Property, the same shall be treated as title defects as described in Section 7 of this Agreement and County shall have the same rights and remedies as set forth therein.

9. RADON GAS. Radon is 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.

10. EXPENSES. County shall be responsible for preparation of all Closing documents.

10.1 County shall pay the following expenses at Closing.

10.1.1 The cost of recording the deed of conveyance.

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

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

10.2 Seller shall pay the following expenses at Closing:

10.2.1 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, liens or encumbrances upon the Property.

10.3 The Seller and County shall each pay their own attorneys' fees.

11. PRORATIONS. On or before the Closing Date, Seller shall establish and 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 real property taxes for the year of Closing as determined by the Tax Collector.

12. ASSESSMENTS. If on the Closing Date, the Property or any part thereof shall be or shall have been affected by assessments which are, or which may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liened upon the premises affected thereby, and shall be paid and discharged by the Seller on or before Closing Date.

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 the Closing of the transaction contemplated hereby and receive title to the Property; 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 and County each represents and warrants to the other that it has not dealt with any broker, salesman, agent or finder in connection with this transaction, except O.R. Colan Associates, Inc., ("Broker") whose commissions and fees shall be payable by County pursuant to separate written agreement. Without limiting the effect of the foregoing, Seller agrees to indemnify, defend and save County harmless from the claims and demands of any real estate broker, salesman, agent or finder, other than Broker, claiming to have dealt with Seller. Such indemnity shall include, without limitation, the payment of all costs, expenses and attorneys fees incurred or expended in defense of such claims or demands. In the event Seller's warranties and representations under this Section shall prove to be untrue, County shall, in addition to any other remedy provided for herein, have the right to require Seller to provide a brokerage release, in a form and substance acceptable to County, prior to Closing. The terms of this Section shall survive the Closing or termination of this Agreement.

15. FIRPTA. 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 Certificate", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Certificate, 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.

16. MAINTENANCE. Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Buyer shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

17. 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 Federal Express, 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 Federal Express, 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 designated 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:

17.1 County:

Palm Beach County  
Department of Airports of Palm Beach County  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

With a copy to:

Palm Beach County Attorneys' Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
ATTN: Airport Attorney

17.2 Seller:

Debbie Combs  
17159 43<sup>rd</sup> Road North  
Loxahatchee, FL 33470  
Phone: (561) 792-3418

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.

18. ASSIGNMENT. No party to this Agreement may assign this Agreement or any interest herein without prior written consent of the other party(s), which may be granted or withheld at such other party(s) sole and absolute discretion.

19. DEFAULT. In the event Seller 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, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

20. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

21. 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.

22. TIME OF ESSENCE. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

23. 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.

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-EXCLUSIVITY OF REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.



26. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds or 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.

27. 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 effect the remaining portions of this Agreement and the same shall remain in full force and effect.

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

29. 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.

30. 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(s) 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.

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

32. 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.

(Remainder of page left blank intentionally)

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:

Linda Hunt  
Linda Hunt  
(as to Seller)

Joseph Melchiori  
Joseph Melchiori  
(as to Seller)

\_\_\_\_\_  
\_\_\_\_\_  
(as to Seller)

\_\_\_\_\_  
\_\_\_\_\_  
(as to Seller)

Attest:

SHARON R. BOCK, Clerk &  
Comptroller

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Date of Execution by Seller:

October 31<sup>st</sup>, 2007

SELLER:

[Signature]

Debbie Combs

Print Name

SS#: PT closing (not on public doc)

SELLER:

\_\_\_\_\_

Print Name

Date of Execution by County:

\_\_\_\_\_

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

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

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]  
Director of Airports

Runway 9L – West  
Parcels W-90

Exhibit “A”

Legal Description:

The West 80 feet of the East 240 feet of the North 100 feet of the South 310.08 feet of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 43 South, Range 42 East, Palm Beach County, Florida.



**O. R. Colan**  
**ASSOCIATES**

REAL ESTATE SOLUTIONS FOR PUBLIC AGENCIES

2007 NOV -8 PM 4:46

DEPT. OF AIRPORTS  
BLDG. 846, PBIA

November 8, 2007

Jerry L. Allen, AAE  
Deputy Director Planning and Community Affairs  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

**RE: Runway 9L-West**  
Transmittal of Agreement For Purchase and Sale  
Parcel: W-90 Combs

Dear Mr. Allen:

Enclosed please find two (2) executed originals of the Agreement For Purchase And Sale, a copy of the offer letter, the review appraisal statement, the replacement housing payment calculation and the contact record for Parcel W-90 on the above referenced project. The Agreements have been signed at the approved value of \$85,000.

These Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their December 18, 2007 meeting. Should you have any questions, please contact our office.

Sincerely,



Yamillette Bertelsen  
Broker Associate

YB/yb

Attachments

O.R. Colan Associates of FL LLC • Licensed Real Estate Broker  
219 Lindy Lane, West Palm Beach, Florida • phone 561-478-7210 • fax 561-478-7527 • [www.orcolan.com](http://www.orcolan.com)

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
Addie L. Greene, Chairman  
Jeff Koons, Vice Chair  
Karen T. Mannix  
Vacant  
Mary McCarty  
Burt Aaronson  
Jess R. Santomaria

COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS

Palm Beach International Airport

*Robert Weisman*

Date: August 15, 2007

Certified Mail Receipt #: 7002 2410 0004 3485 3894

Ms. Debbie Combs  
17159 43<sup>rd</sup> Road North  
Loxahatchee, FL 33470

**Subject: Offer to Purchase**  
Parcel: W-90 – Runway 9L WEST  
Location: 4773 Amelia Street  
West Palm Beach, FL 33415

Dear Ms. Combs:

This letter is to inform you of the intent of the Palm Beach County Department of Airports to offer to acquire the property located at 4773 Amelia Street, West Palm Beach, Florida 33415 and the compensation you may expect to receive for its purchase.

With respect to the offer to purchase your property, you will be offered compensation in an amount not less than the approved fair market value, which is based on an appraisal using current market data obtained by a qualified real estate appraiser and that has been reviewed and checked by another appraiser. The appraisal does not reflect any decrease or increase in the fair market value caused by the project for which your property is being acquired.

The Department has reviewed the appraisal that was prepared on your property and determined that the fair market value of the property to be acquired is \$85,000.00.

After the Department has acquired your property (date of closing), you will be expected to surrender possession of the subject property at the time of closing. You have the right to full payment of the fair market value of your property prior to surrendering possession, provided title is clear.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
(561) 471-7410 FAX: (561) 471-7427  
WWW.pbda.org

PALM BEACH COUNTY GLADES AIRPORT  
Palm Bay

PALM BEACH COUNTY PARK AIRPORT  
Lantana

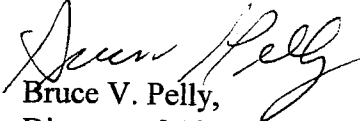
NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

2007 August 15, 2007 - Robert Weisman

Because the Department is now acquiring properties in the project area on a voluntary basis to the extent federal funds are currently available and in order that the available funding is utilized at the earliest date practical to persons desiring to sell in the higher priority areas, this opportunity for you to sell your property is limited to ninety (90) days from the date of this letter unless you express a desire not to sell your property.

It is the intent of the Department to assist you in every way possible in conveying your property to the Department. If you have any questions, please feel free to contact a representative from O.R. Colan Associates, Inc. at (561)478-7210.

Sincerely,

  
Bruce V. Pelly,  
Director of Airports

BVP/yb

cc: O.R. Colan Associates  
Parcel File

**Certified Mail Receipt Confirmation # 7002 2410 0004 3485 3894**  
 Parcel: W-90 – Runway 9L WEST  
 Location: 4773 Amelia Street  
 West Palm Beach, FL 33415

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage &	

Sent To: Ms. Debbie Combs  
 17159 43<sup>rd</sup> Road, North  
 Loxahatchee, FL 33470

PS Form 3800, June 2002

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) <i>Debbie Combs</i> B. Date of Delivery <i>8-20-08</i></p> <p>C. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No        If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Ms. Debbie Combs          17159 43<sup>rd</sup> Road, North          Loxahatchee, FL 33470</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Copy from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, July 1999</p>		<p>Domestic Return Receipt</p>	

7002 2410 0004 3485 3894

102595-00-M-0952

**RUNWAY 9L WEST ACQUISITION AND RELOCATION PROGRAM**  
**Department of Airports**  
**Palm Beach County, Florida**

**OWNER:** Debbie Combs **PARCEL:** W-90  
**PROPERTY ADDRESS:** 4773 Amelia Street, West Palm Beach, FL **OUR FILE:** 05-16

I have completed my review of the above-referenced parcel. My opinion is based on the following.

This value estimate may be used in conjunction with a Federal Aid project.

As part of the appraisal review, there has been a field inspection of the parcel(s) to be acquired and the comparable sales applicable thereto.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.

My estimate has been reached independently without collaboration or direction and is based on appraisals and other pertinent factual data.

Unless otherwise stated, this value estimate contains no items compensable under state law but not eligible under federal reimbursement. Any non-compensable items are listed below together with their appraised value followed by the notation ("non-compensable").

The intended use of the appraisal review is to assist Palm Beach County Department of Airports in acquiring the subject property. The intended user is OR Colan Associates, Inc. as representatives of the Palm Beach County Department of Airports.

The scope of the assignment did not include an independent data search. The review appraiser did not reverify data used in the appraisal. Refer to the appraisal report for a definition of market value.

It is my opinion that the market value of the land and improvements appraised, as of March 19, 2007 is \$85,000.

This estimate of market value is based upon an appraisal report prepared by Robert B. Banting, MAI and Michael J. Brady of Anderson & Carr, Inc. Robert Banting is a state certified general appraiser and Michael Brady is a state certified residential appraiser.

The subject property is a vacant lot. It contains an area of 8,000 square feet. The appraiser is of the opinion that the highest and best use is for the development of a single family residence. The reviewer concurs with this conclusion.

The Sales Comparison Approach to value is the only approach used in the appraisal. Neither the Income nor Cost Approaches are pertinent to appraising vacant land when there are comparable sales available.

The subject is on the fringe of the Palm Beach International Airport noise impact area. All four comparable sales were similarly impacted and no adjustment is warranted.



**RUNWAY 9L WEST ACQUISITION AND RELOCATION PROGRAM**  
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Page 2

The Sales Comparison Approach was developed using four sales of single family lots. The appraiser developed a price per square foot unit of comparison and a whole to whole comparison. The sales have similar locations, were in the same size category, and no adjustments were required.

Unless otherwise stated in this report, the existence of hazardous substances, including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of the appraiser, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. However, the appraiser is not qualified to test such substances or conditions. If the presence of such substances as asbestos, ureaformaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such condition or for any expertise or engineering knowledge required to discover them.

The appraiser's data and analysis supports his value conclusion. Therefore, the market value of the subject property is estimated at \$85,000.

June 14, 2007  
Date of Signature

  
Edward E. Wilson, ASA, State Certified  
General Real Estate Appraiser #0000123, Review Appraiser

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
REPLACEMENT HOUSING CALCULATION

RUNWAY 9L – WEST

PARCEL: W-90

O/T: Owner

Owner: Debbie Combs

Address: 4773 Amelia Street

West Palm Beach, FL 33415

The Relocation Agent certifies that:

- (a) This determination of replacement value is to be used in connection with a Federal Aid Project
- (b) They have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from it's acquisition.
- (c) The comparables are representative of the subject property, available on the private market and meet the criteria of comparable property.
- (d) The comparable can be found in Comparable Book N/A.

OWNER TO OWNER (180 Day Occupant)

My opinion is that Comparable No. N/A is most comparable and is equal to or better than the subject property; therefore, the indicated replacement housing cost is: \$ -0- \*.

\*The subject property is vacant land. Therefore, the owner is not eligible for a replacement housing payment.

TENANT TO TENANT OR 90 DAY OWNER TO TENANT


My opinion is that Comparable No. \_\_\_\_\_ is most comparable and is equal to or better than the subject property; therefore, the indicated rental supplement is: \$ \_\_\_\_\_.

TENANT TO OWNER OR 90 DAY OWNER TO OWNER (Down Payment).

\$ \_\_\_\_\_

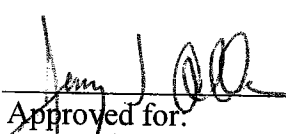
Date

8/7/07

  
Relocation Agent

Date

8/7/07

  
Approved for:

Palm Beach County Department of Airports

**Palm Beach International Airport  
Statement of Replacement Housing Determination  
Owner Occupied Conventional Dwelling**

Owner: Debbie Combs Runway 9L – West

Address: Vacant Lot – Amelia Street, West Palm Beach, FL 33415

Acquisition: \$85,000 Parcel: W-90

I certify that:

- (a) I understand that this determination of replacement value is to be used in connection with the Palm Beach International Airport Runway 9L – West Project.
- (b) I have no direct or indirect, present, or contemplated future personal interest in this property and I do not benefit from the acquisition of this property.

**(c) Description of Property:**

The subject property is a \_\_\_\_\_ dwelling, arranged as \_\_\_\_\_ rooms,  
With \_\_\_\_\_ bedrooms and \_\_\_\_\_ baths, with approximately \_\_\_\_\_ habitable  
Square feet of living space and \_\_\_\_\_ garage/carport. It is approximately \_\_\_\_\_  
Years old. It is occupied by \_\_\_\_\_ adults and \_\_\_\_\_ children.

**(d) Comparables Used:**

Comp No. \_\_\_\_\_ Address \_\_\_\_\_

With \_\_\_\_\_ rooms, \_\_\_\_\_ bedrooms, \_\_\_\_\_ baths, approximately \$ \_\_\_\_\_ -0- \*

Comp No. \_\_\_\_\_ Address \_\_\_\_\_

With \_\_\_\_\_ rooms, \_\_\_\_\_ bedrooms, \_\_\_\_\_ baths, approximately \$ \_\_\_\_\_ -0- \*

Comp No. \_\_\_\_\_ Address \_\_\_\_\_

With \_\_\_\_\_ rooms, \_\_\_\_\_ bedrooms, \_\_\_\_\_ baths, approximately \$ \_\_\_\_\_ -0- \*

- (e) All comparables used appear to be decent, safe and sanitary and are adequate to meet the needs of the displacees. All comparables are functionally equivalent to or better than the subject.

- (f) My opinion is that Comparable No. \_\_\_\_\_ is the most comparable and is functionally equivalent to the subject property. Therefore, the Replacement Housing Payment is: \$ \_\_\_\_\_ -0- \*

08/07/07  
Determination Date:


Relocation Agent: \_\_\_\_\_

8/7/2007  
Approval Date:

Donna L. Kelley  
Reviewed By:

\* The subject property is a vacant lot. Therefore, the owner is not eligible for a replacement housing payment.

# PALM BEACH INTERNATIONAL AIRPORT CONTACT RECORD

<b>Name:</b> Debbie Combs	<b>Parcel No.:</b> W-90 <b>O/T:</b> O
<b>Address:</b> 4773 Amelia Street, W. Palm Beach	<b>Phone</b> 561-791-3127 cell
<b>Remarks:</b>  08/15/07  Per my conversation with Ms. Combs this afternoon, I mailed the offer to purchase the subject parcel by certified mail. Ms. Combs indicated she would prefer to receive the offer by mail and would contact me with a counter offer. Certified Mail # 7002 2410 0004 3485 3894.  08/20/07  Per United States Postal Service delivery confirmation, Ms. Combs recieved the offer to purchase this afternoon.  08/27/07  I recieved an incoming call from Ms. Combs this afternoon. She confirmed receipt of the offer to purchase the subject vacant lot. We discussed the Department of Airports Acquisition Process and the offer extended in the amount of \$85,000. Ms. Combs was agreeable to accepting the offer. She indicated she would be executing the offer signature page and mailing it back to our office.	
<b>Agents Signature</b> 	<b>Date:</b> 08/27/07