

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 18, 2007 ☒ **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 the City of South Bay (City) to acquire a 3.04 acre parcel of unimproved land located on the east side of U.S. Highway 27 (State Road 25), north of NW 4th Street in South Bay for \$60,000; and

B) a Memorandum of Agreement to be recorded in the public records to provide notice of this Agreement.

Summary: On December 20, 2005, the Board adopted an Ordinance (R2005-064) amending the boundaries of the Fire-Rescue MSTU (Municipal Service Taxing Unit) to include the City of South Bay and other cities. Under the expanded Fire-Rescue MSTU boundaries, the County's Fire-Rescue Department has been providing fire-rescue services to the City of South Bay since October 2006. The City's existing fire station, located at 335 SW 2nd Avenue, is serving as a temporary facility, as it only has one apparatus bay, insufficient living quarters, and does not have storm protection or emergency power. The County is currently leasing the existing fire-rescue facility from the City for the annual rent of \$1 (R2006-1917). A new fire station is needed that meets current County standards. Staff has performed initial due diligence, including a Phase I Environmental Site Assessment and title work, and no problems were discovered. 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. Although an appraisal was obtained which valued the property at \$530,000, the City has agreed to sell the subject parcel for \$60,000, which is the amount required to release the property from a mortgage loan from the State. The County will be responsible for title insurance and closing costs estimated at \$640. Closing is expected to occur within sixty (60) days of Board approval. **(PREM) District 6 (JMB)**

Background and Justification: The City approved a Resolution (4-2008) approving the Purchase and Sale Agreement on November 20, 2007. The County's Fire-Rescue Department plans on commencing the design phase of the new fire station in January 2008.

Attachments:

1. Location Map
2. Agreement for Purchase and Sale
3. City of South Bay Resolution
4. Budget Availability Statements

Recommended By: Anthony Wolf 11/30/07
Department Director **Date**
Approved By: [Signature] 12/11/07
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$60,640				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$60,640				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 3700 Dept 441 Unit F089 Object 6101 (purchase \$60,000 + recording \$44.60)

Fund 3700 Dept 441 Unit F089 Object 6505 (title \$595)

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

This acquisition is being funded by Fire-Rescue
Title insurance and closing costs are estimated to be an additional \$640
Land purchase: \$60,000 + title insurance/recording fee: \$640 = \$60,640

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Funding is available in the appropriations unit to cover the purchase of land and recording fee.

OFMB 12/5/07
12/16/07
12/13/07
Contract Development and Control 12/16/07

B. Legal Sufficiency:

James Brink 12/2/08
Assistant County Attorney

This item complies with current County policies.

At the time of our review, the documents were not extended.

C. Other Department Review:

Department Director

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

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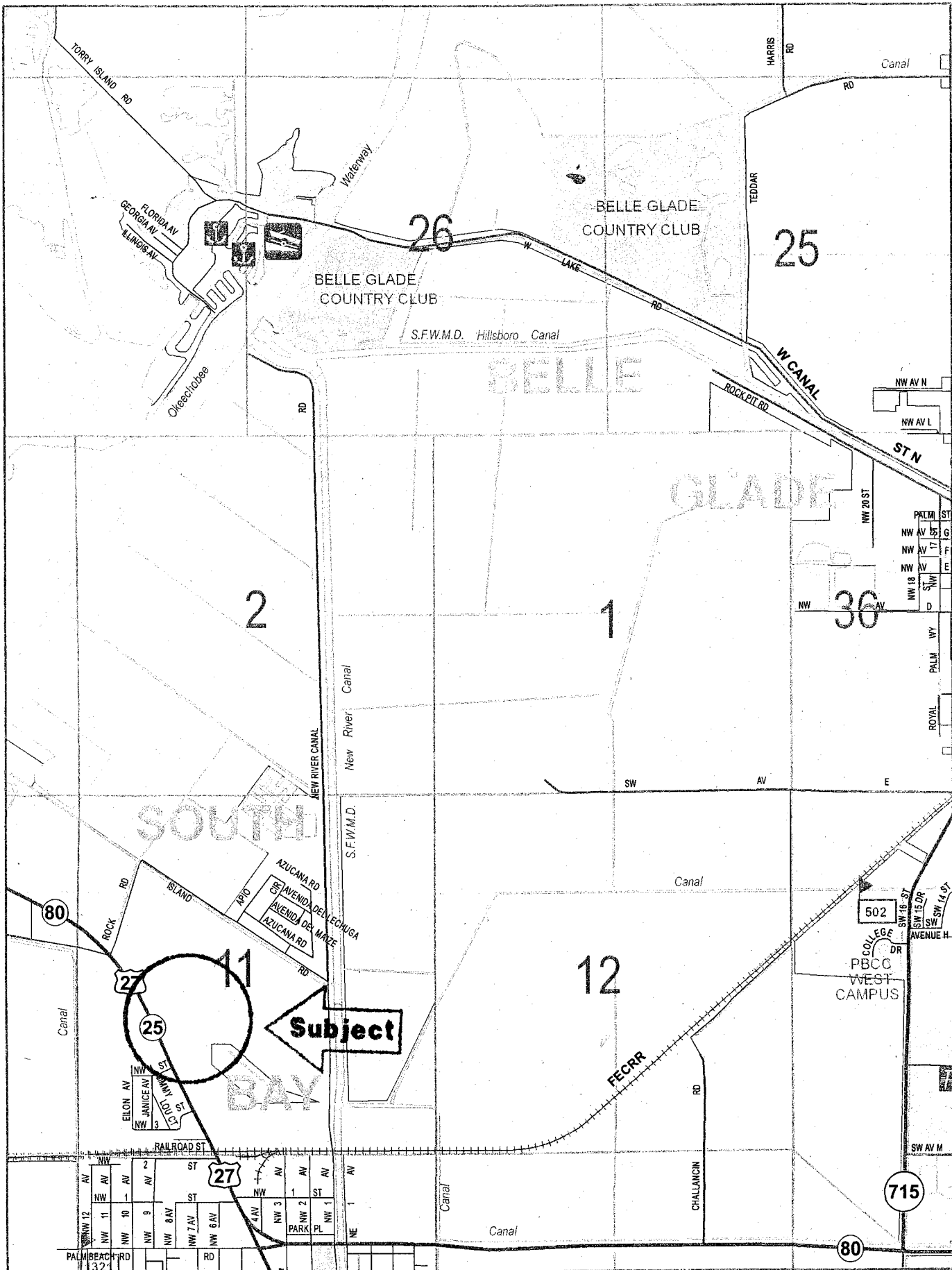
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LOCATION MAP

ATTACHMENT # 1



AGREEMENT FOR PURCHASE AND SALE

between

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

and

**THE CITY OF SOUTH BAY,
a municipal corporation
of the State of Florida, as Seller**

ATTACHMENT # 2

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 the CITY OF SOUTH BAY, a municipal corporation of the State of Florida (hereinafter referred to 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 Real 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 Sixty Thousand and no/100 Dollars (\$60,000.00).

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 affects 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, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.

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.

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 may obtain at the 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. (the "Title Company"), 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 end of the Inspection Period in which to review the title insurance commitment. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, 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 deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at closing with the closing proceeds. If the defect(s) shall not have been so cured or removed

from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such 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) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

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

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

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, 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. 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, 2633 Vista Parkway, West Palm Beach, Florida.

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 Company 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 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. 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
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
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:

City of South Bay
Attention:
335 S.W. 2nd Avenue
South Bay, Florida 33493
Fax 561-996-7950

With a copy to:

Thomas Montgomery, P.A.
1 Southeast MLK Boulevard
Belle Glade, Florida 33430

Fax 561-992-8274

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. **TIME COMPUTATION.** Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

33. **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.

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:
_____, 200_____

ATTEST:

SELLER:
CITY OF SOUTH BAY, a municipal
Corporation of the State of Florida

Virginia K. Walker, City Clerk

By: _____
Clarence Anthony, Mayor

APPROVED AS TO FORM:

City Attorney

(City Seal)

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

Date of Execution by County:

_____, 200__

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

(OFFICIAL SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Assistant County Attorney

By: _____
Department Director

SCHEDULE OF EXHIBITS

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

EXHIBIT "A"

Real Property

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF ROCK
ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 8989, PAGE 1005 OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25) PER STATE OF FLORIDA
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 OF 10,
SAID NORTHEASTERLY RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE SOUTHWEST,
HAVING A RADIUS OF 2945.93 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE AND RIGHT-OF-WAY TO THE RIGHT,
THROUGH A CENTRAL ANGLE OF 17°22'15" FOR 893.15 FEET TO A POINT OF TANGENCY;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S25°31'30"E FOR 160.20 FEET TO
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THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING COURSES:

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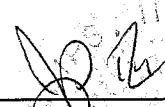
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See Boundary Survey prepared by Palm Beach County Drawing
No. S-3-07-2772"


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 11/5/07



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

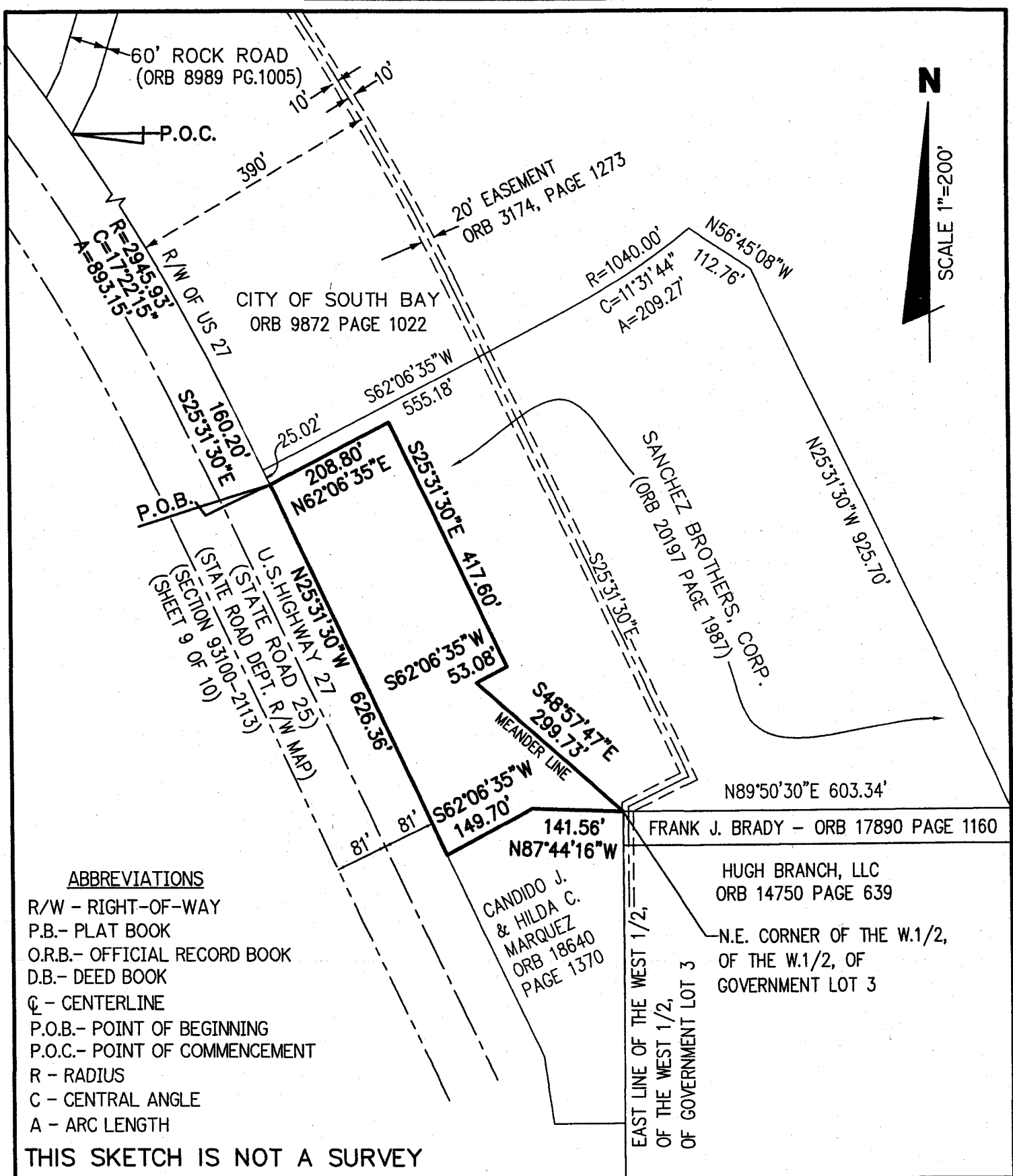
CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

of
SOUTH BAY FIRE STATION

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	NONE
SOUTH BAY PARK OF COMMERCE		DATE:	11/5/07
		SHEET 1 OF 2	



ABBREVIATIONS

R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK
D.B.- DEED BOOK
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P.O.B.- POINT OF BEGINNING
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CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	1"=200'
SOUTH BAY PARK OF COMMERCE		DATE:	9/21/06
		SHEET	2 OF 2

EXHIBIT “B”

PERMITTED EXCEPTIONS

None

EXHIBIT “C”

MEMORANDUM OF AGREEMENT

Prepared By/Return To:
Tripp Cioci, Real Estate Specialist
Palm Beach County
Property & Real Estate
Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCNs: 58-36-44-11-00-000-7220
58-36-44-11-00-000-7270

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 the CITY OF SOUTH BAY, a municipal corporation of the State of Florida, with an address of 335 S.W. 2nd Avenue, South Bay, Florida 33493 ("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.

ATTEST:

SELLER:
CITY OF SOUTH BAY, a municipal Corporation of the State of Florida

Virginia K. Walker, City Clerk

By: _____
Clarence Anthony, Mayor

APPROVED AS TO FORM:

City Attorney

(City Seal)

Signed and delivered
in the presence of:

Date of Execution by Seller:
_____, 200_____

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this _____ day of _____, 2007,
before me personally appeared _____ and _____, Mayor and City
Clerk of the City of South Bay, respectively, personally known to me or who produced
_____ as identification and who did () did not () take an
oath and who executed the foregoing instrument and acknowledged before me that he
executed the same for the purposes therein.

Notary Public, State of Florida

Print Name

Commission No. _____
My Commission Expires: _____

EXHIBIT "A"

Real Property

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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See Boundary Survey prepared by Palm Beach County Drawing
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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 11/5/07

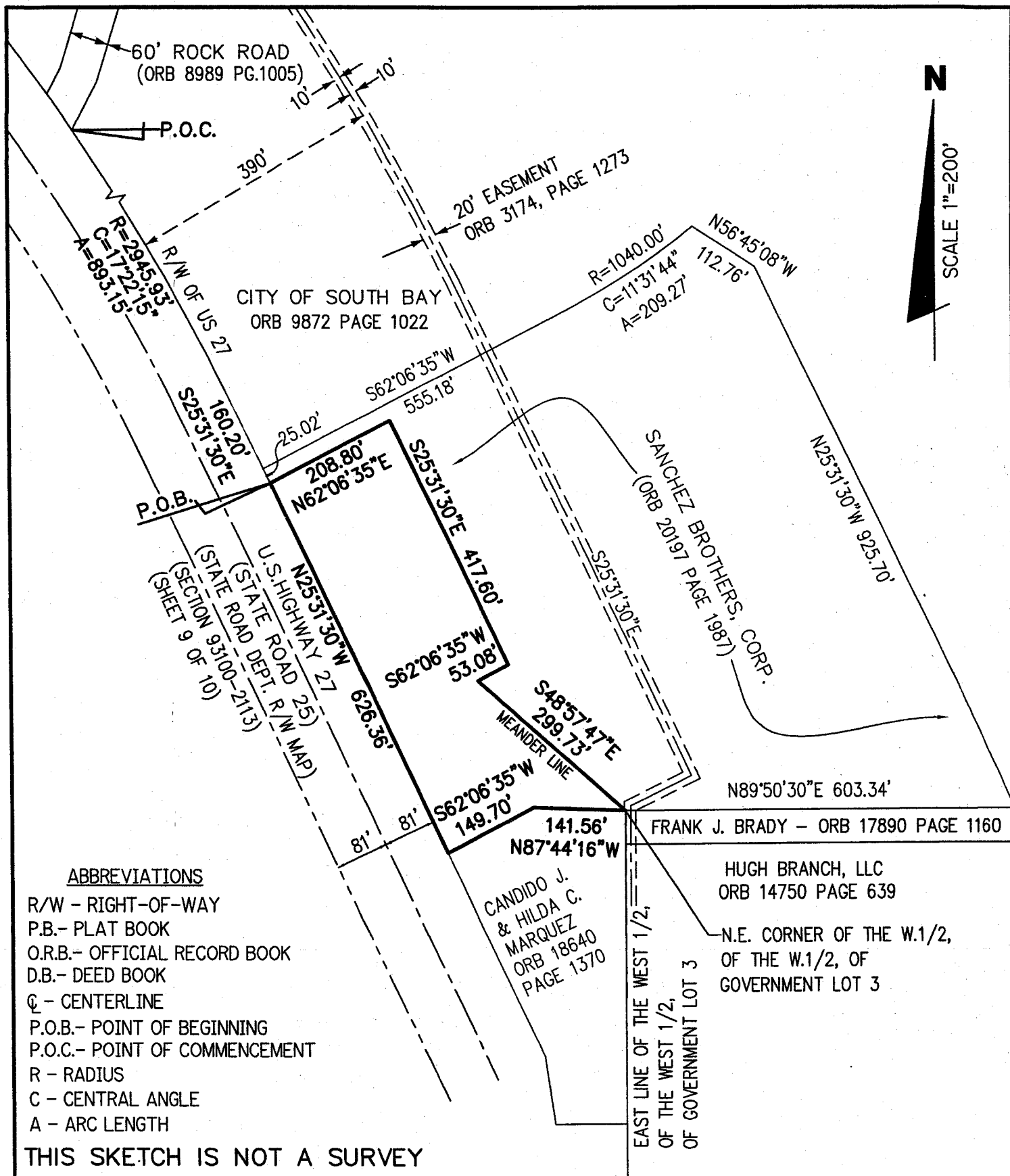


BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION
of
SOUTH BAY FIRE STATION

DRAWN: MDB	PROJ. No. 06-057
CHECKED: JEP	SCALE: NONE
SOUTH BAY PARK OF COMMERCE	DATE: 11/5/07
	SHEET 1 OF 2



ABBREVIATIONS

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		SHEET 2 OF 2	

Prepared By/Return to:
Tripp Cioci, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Property Control Numbers: 58-36-44-11-00-000-7220
58-36-44-11-00-000-7270

STATUTORY WARRANTY DEED

(Florida Statutes 689.02)

THIS INDENTURE, made this _____ day of _____, 200__, between the **CITY OF SOUTH BAY**, a municipal corporation of the State of Florida, whose post office address is 335 S.W. 2nd Avenue, South Bay, Florida 33493, Grantor, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose post office address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, Grantee,

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars to it in hand paid by the said Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to the said Grantee, its successors and assigns forever, all that certain land situate in Palm Beach County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WITHOUT reservation of any phosphate, mineral, metals, or petroleum rights.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Attest:

Grantor:
CITY OF SOUTH BAY
a municipal corporation of the State of
Florida

Virginia K. Walker, City Clerk

By: _____
Clarence Anthony, Mayor

Approved as to Form:

City Attorney

(City Seal)

Signed, sealed and delivered
in the presence of:

(Witness Signature)

(Witness Name Printed)

(Witness Signature)

(Witness Name Printed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by Clarence Anthony and Virginia K. Walker, as Mayor and City Clerk, respectively, of the City of South Bay, a municipal corporation of the State of Florida, (_____)who are personally known to me OR (_____)who have produced _____ as identification and who ()did ()did not take an oath.

Notary Public, State of Florida

Print Notary Name
Commission Number:

My Commission Expires:

(Notary Seal)

APPROVED BY THE PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
ON _____
RESOLUTION NUMBER _____

County Attorney or Designee

G:\TCIOCI\SOUTH BAY FIRE STATION\STATUTORY WARRANTY DEED.002.JB APP.102507.REV 111307.DOC

EXHIBIT "A"

Real Property

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
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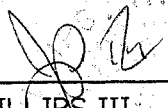
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See Boundary Survey prepared by Palm Beach County Drawing
No. S-3-07-2772"


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 11/5/07



BROWN & PHILLIPS, INC.

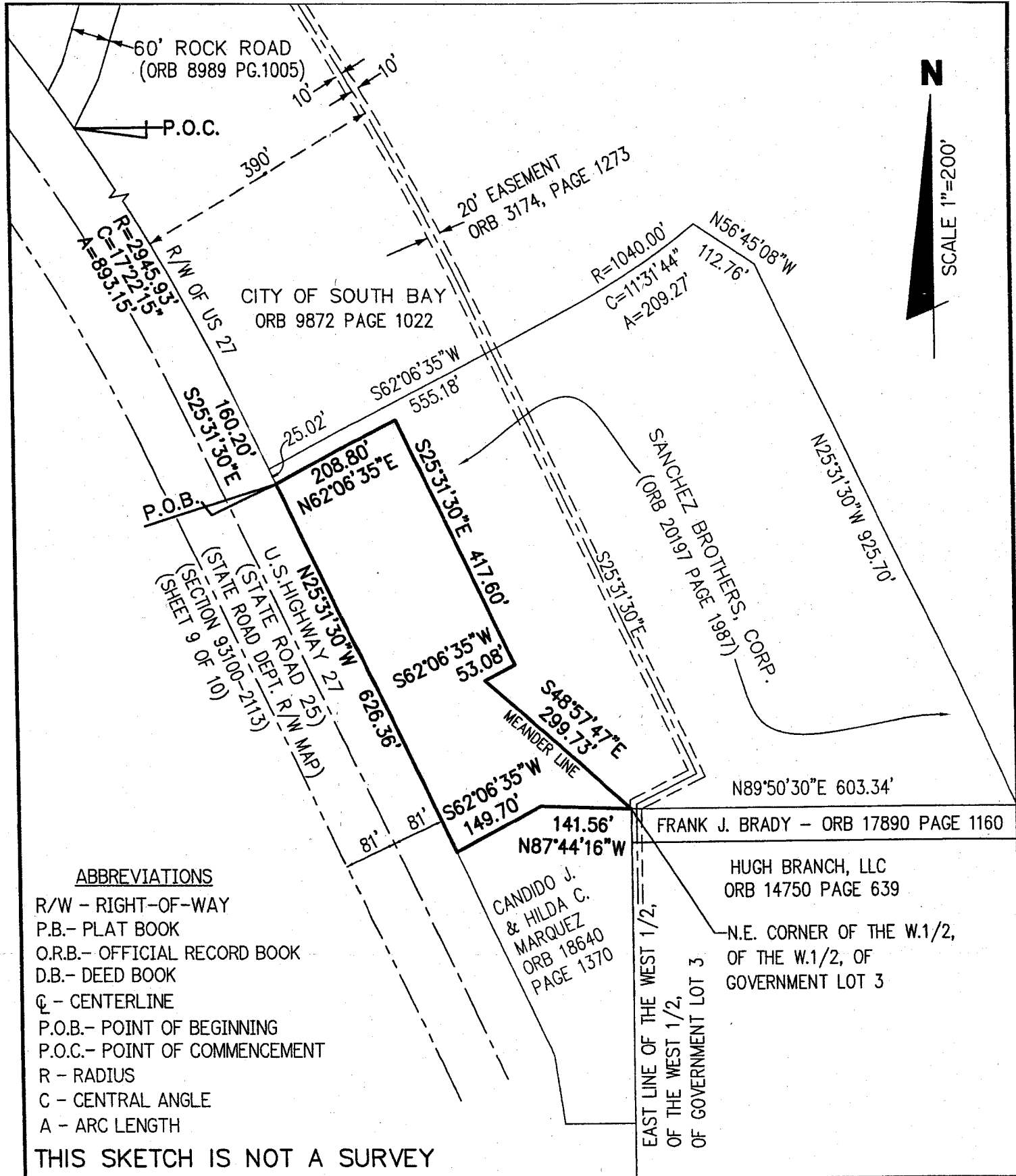
PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION
of
SOUTH BAY FIRE STATION

DRAWN: MDB	PROJ. No. 06-057
CHECKED: JEP	SCALE: NONE
SOUTH BAY PARK OF COMMERCE	DATE: 11/5/07
	SHEET 1 OF 2



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		SHEET	2 OF 2

RESOLUTION NO: 4 -2007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PALM BEACH COUNTY FOR THE SALE OF REAL PROPERTY AND A MEMORANDUM OF AGREEMENT.

WHEREAS, the City of South Bay and Palm Beach County have contracted for Palm Beach County to provide the City with fire protection; and

WHEREAS, Palm Beach County is prepared to construct a fire station within the City of South Bay on land available that is owned by the City of South Bay; and

WHEREAS, Palm Beach County is prepared to purchase 3.04 acres from the City to construct a fire station.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of South Bay, Florida is authorized to enter into a memorandum of agreement and an agreement for purchase and sale of real property described in the attached survey to Palm Beach County, Florida for \$60,000.00.

DONE AND RESOLVED in regular session of the City Commission of the City of South Bay, Palm Beach County, Florida, this 20th day of November, 2007.

MAYOR

VICE-MAYOR

COMMISSIONER

COMMISSIONER

COMMISSIONER

CITY CLERK

ATTACHMENT #3

EXHIBIT "A"

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CHECKED:	JEP	SCALE:	NONE
SOUTH BAY PARK OF COMMERCE		DATE:	11/5/07
		SHEET	1 OF 2

FACILITIES DEVELOPMENT & OPERATIONS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: October 15, 2007 REQUESTED BY: Tripp Cioci PHONE: 233-0225
FAX: 233-0210

PROJECT TITLE: South Bay Fire Rescue Station PROJECT NO.: 2007-1.005

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$60,000.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Purchase price for the acquisition of the 3.04 ± acre parcel located at off the east side of U.S. Highway 27 (State Road 25), just north of NW 4th Street in South Bay, for the construction of a new fire rescue station.

PCNs: 58-36-44-11-00-000-7220
58-36-44-11-00-000-7270

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

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3700 DEPT: 441 UNIT: F089 OBJ: 6101

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: 

DATE: 10/16/07

ENCUMBRANCE NUMBER:

C:\DOCUME~1\RSHEPP~1\LOCALS~1\Temp\BAS Purchase South Bay Fire Station.doc

ATTACHMENT #4

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 04/13/07 REQUESTED BY: Tripp Cioci

PHONE: 233-0225
FAX: 233-0210

PROJECT TITLE: South Bay Fire Station

PROJECT NO.: 2007-1.xxx

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$595.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: SouthEast Guaranty & Title, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Title services to include the policy premium (\$345.00), search (\$75.00), exam (\$75.00), and closing fee (\$100.00) associated with the acquisition of the South Bay Fire Rescue Station (PCNs: 58-36-44-11-00-000-7220 and 58-36-44-11-00-000-7270).

CONSTRUCTION
PROFESSIONAL SERVICES
STAFF COSTS** (Design/Construction Phase)
MISC. (permits, prints, advertising, etcetera)
TOTAL

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3700 DEPT: 441 UNIT: F089 OBJ: 6505

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

BAS APPROVED BY: [Signature]

DATE: 4/13/07

ENCUMBRANCE NUMBER: _____

replaces BAS dated 4/6/07 for \$500.00

[Signature]

FACILITIES DEVELOPMENT & OPERATIONS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: October 15, 2007 REQUESTED BY: Tripp Cioci PHONE: 233-0225
FAX: 233-0210

PROJECT TITLE: South Bay Fire Rescue Station PROJECT NO.: 2007-1.005

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$36.10

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Recording costs associated with the acquisition of the 3.04 ± acre parcel located at off the east side of U.S. Highway 27 (State Road 25), just north of NW 4th Street in South Bay, for the construction of a new fire rescue station.

PCNs: 58-36-44-11-00-000-7220

58-36-44-11-00-000-7270

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

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3700 DEPT: 441 UNIT: F089 OBJ: 6101

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: 

DATE: 10/16/07

ENCUMBRANCE NUMBER:

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