

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: December 18, 2007 ☒ Consent [] Regular

Department: Housing and Community Development

Submitted By: Housing and Community Development

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Consent and Release Agreement with SP Azalea Place, consenting to the transfer of Azalea Place Apartments from Azalea Place Apartments, Ltd. to SP Azalea Place LP.

Summary: Palm Beach County made a loan to Azalea Place Apartments, LTD. on May 24, 2001 in the amount of \$208,050. The property is now being transferred and new financing is being sought. The County's original loan position will remain unchanged after the transfer is completed. (District 7) (TKF)

Background and Justification: On May 15, 2001, the Board of County Commissioners (BCC) approved a loan agreement with Azalea Place Apartments, LTD in the amount of \$208,050 to assist in the rehabilitation of one hundred fifty (150) lower income rental units in West Palm Beach. The affordability of these units are guaranteed until May 15, 2031. Palm Beach County's subordinate mortgage encumbers the entire Azalea Place Apartments project.

Attachments:

1. Consent and Release Agreements
 2. Exhibit A - Legal description
- =====

Recommended by: Edward R. Perry
Department Director

12/10/07
Date

Approved By: Sharon G. B...
Assistant County Administrator

12/17/2007
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					


# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes ____ No ____
Budget Account No.:

Fund ____ Unit ____ Org ____ Object ____ Program Code/Period BG ____-GY

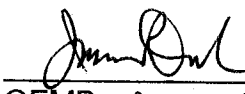
B. Recommended Sources of Funds/Summary of Fiscal Impact: Source:

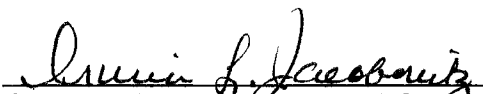
No fiscal impact

C. Departmental Fiscal Review:  12-10-07
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

 12-13-07
OFMB 12/13/07
B. Legal Sufficiency: 12/13/07


Contract Development and Control
6/Jan. 12/13/07

This item complies with current
County policies.

 12/12/07
Senior Assistant County Attorney

C. Other Department Review:


Department Director

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

CONSENT AND RELEASE AGREEMENT

THIS CONSENT AND RELEASE AGREEMENT (this "**Agreement**"), is made as of this ____ day of December, 2007, by and between SP Azalea Place LP, a Florida limited partnership (the "**Borrower**") and Palm Beach County, Florida (the "**County**").

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and between the Borrower and Azalea Place Apartments, Limited, a Florida limited partnership (the "**Original Borrower**"), dated August 6, 2007, as amended, the Borrower is acquiring all of the Original Borrower's rights, title and interest in and to certain land located in West Palm Beach, Florida in the County, described in **Exhibit A** hereto, as improved with a multifamily housing project (the "**Property**"); and

WHEREAS, pursuant to that certain Loan Agreement by and between the Original Borrower and the County, dated May 15, 2001 (the "**County Loan Agreement**") the County made a loan to the Original Borrower in the amount of \$208,050, which loan is secured by a mortgage on the Property pursuant to that certain Mortgage and Security Agreement by and between the Original Borrower and the County, dated May 24, 2001, as recorded in Official Record Book 12591 at Pages 1860 through 1872 of the Public Records the County (the "**County Mortgage**") and that certain Promissory Note made by the Original Borrower in favor of the County as recorded in Official Record Book 12591 at Pages 1873 through 1877 of the Public Records of the County (said promissory note, together with the County Loan Agreement and the County Mortgage, are the "**County Loan Documents**"); and

WHEREAS, the County Loan Documents require the prior written consent of the County for any sale or transfer of the Property; and

WHEREAS, the County consents to the transfer of the Property from the Original Borrower to the Borrower (the "**Transfer**"), subject to the Borrower's assumption of all of the Original Borrower's obligations under the County Loan Documents, and the Borrower agrees to assume such obligations; and

WHEREAS, upon such assumption the County will release the Original Borrower from its obligations under the County Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, as applicable, hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The Borrower hereby assumes all of Original Borrower's obligations under the County Loan Documents.
3. The County hereby consents to the Transfer and releases the Original Borrower from its obligations under the County Loan Documents.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

PALM BEACH COUNTY, FLORIDA

(SEAL)

By: _____
Chairperson, Board of County
Commissioners

Attest:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Approved as to form and sufficiency:

By: _____
Assistant County Attorney

SP AZALEA PLACE LP, as Borrower

By: SP Azalea Place GP, Inc., a Florida
corporation, its general partner

By: _____
Name: _____
Title: _____

EXHIBIT "A"

A parcel of land lying in Tract "BB", AUSTRALIAN PARK, WEST PALM BEACH, FLORIDA, according to the plat thereof, recorded in Plat Book 28, Pages 4 through 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Tract "BB", thence on an assumed bearing of North 9°27'34" West along the West line of said Tract "BB", a distance of 182.37 feet to the beginning of a curve concave to the West and having a radius of 1254.59 feet; thence Northerly along the arc of said curve and continuing along the West line of said Tract "BB" and through an angle of 11°11'20", a distance of 245.0 feet; thence North 69°21'06" East along a line radial to the afore-described curve, a distance of 475.92 feet to the East line of said Tract "BB" and a point in a curve concave to the East and having a radius of 3014.93 feet; thence Southerly along the arc of said curve, and along the East line of said Tract "BB" and through an angle of 1°51'53", a distance of 98.12 feet to the end of said curve, thence South 9°20'45" East, continuing along the East line of said Tract "BB", a distance of 494.01 feet to the Southeast corner of said Tract "BB"; thence North 89°56'45" West, along the South line of said Tract "BB", a distance of 446.39 feet to the POINT OF BEGINNING.