

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

Meeting Date: May 19, 2009

☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement for Purchase and Sale and Donation for the following properties in the amount of \$299,900. Said properties are located West of Runway 9L at Palm Beach International Airport (PBIA):

William Arthur Brewton
Maria C. Sodupe-Brewton
125 N. Sandra Lane
West Palm Beach, FL 33415
Parcel W-215 (Residential Property)
Sales Price
Replacement Housing

\$299,900.00
N/A


Parcel W-214 (Donated Property)


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

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 22, 2002 Board Item 3F1 approved by the BCC authorized the acquisition of approximately 40 parcels located West of Runway 9L at PBIA. The owners of Parcels W-214 and W-215 have now executed the attached agreement to sell Parcel W-215 and donate Parcel W-214. The property owners have indicated they desire to donate Parcel W-214 for tax planning purposes. A copy of IRS Form 8283 "Noncash Charitable Contributions" is attached for Parcel W-214.

Attachments:

1. Two (2) Original Agreements for Purchase and Sale and Donation
2. Correspondence (Parcels W-214 & W-215)

Recommended By:  1/26/09
Department Director Date

Approved By:  2/6/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$299,900</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
External Revenues (Grants)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$299,900</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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: Michael Simon

III. REVIEW COMMENTS

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

John A. [Signature] 2-3-09
2-3-09 2/3/09 OFMB CN 2/2/09

Dr. J. [Signature] 2/4/09
Contract Dev. and Control
Encl. 2/4/09

This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

James Brabo 2/5/09
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 AND DONATION

This Agreement for Purchase and Sale, is made and entered into _____, by and between William A. Brewton and Maria C. Sodupe-Brewton, husband and wife, (hereinafter referred to as the "Seller") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

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 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 **"Donated Property"** - The real property legally described in Exhibit "B", 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.

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 hereof and terminating forty five (45) days thereafter.

1.6 **"Property"** - The Donated Property and the Residential Property.

1.7 **"Residential 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 AND DONATION.**

2.1 **Sale and Purchase of the Residential Property.** 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 Residential 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 Residential Property, together with all improvements located thereon, if any.

2.2 **Donation of the Donated Property.** In consideration of the mutual covenants herein contained, and other good and valuable consideration, Seller agrees to donate and convey to County and County agrees to accept a donation from Seller, on the terms, covenants and conditions hereinafter set forth, the Donated 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 Donated Property, together with all improvements located thereon, if any. County hereby acknowledges that Seller may choose to claim the fair market value of the Donated Property (as determined by a qualified appraisal to be obtained by Seller at Seller's sole cost and expense) as a charitable contribution. Palm Beach County, as a political subdivision of the State of Florida, is a qualified organization under Section 170(c) of the Internal Revenue Code. Seller expressly acknowledges and agrees that Palm Beach County shall

have no liability whatsoever in connection with Seller's claim for a charitable contribution as set forth in this paragraph. The County Administrator or his designee is authorized to execute a fully completed IRS Form 8283 for Noncash Charitable Contributions, in the form set forth in Exhibit "C" attached hereto and made a part hereof, acknowledging receipt of the Donated Property. Execution by the County Administrator or his designee shall be within ten (10) days following Closing.

3. PURCHASE PRICE AND METHOD OF PAYMENT.

3.1 Purchase Price. The purchase price of the Residential Property shall be Two Hundred Ninety Nine Thousand Nine Hundred Dollars (\$299,900.00).

3.2 Payment of Purchase Price. On the Closing Date, County shall pay the total amount of the purchase price of the Residential 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 there is no litigation, investigation or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affect Seller's ability to perform its obligations under this Agreement.

4.3 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 Palm Beach County Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605, 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 County's Obligations. At Closing, County shall deliver, or cause to be delivered, to Seller, the following:

6.4.1 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, in County's sole discretion, 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) granting additional time for Seller to cure the title defects, or (c) 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 lien'd 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 the 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. 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. 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.

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 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:

17.1 Purchaser:

Palm Beach County
Department of Airports of Palm Beach County
Building 846, PBIA
West Palm Beach, Florida 33406-1491

With a copy to:

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

With a copy to:

Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

17.2 Seller:

William A. Brewton
125 N. Sandra Lane
West Palm Beach, FL 33415

Maria C. Sodupe-Brewton
240 Croton Avenue, Apt. 203
Lantana, FL 33462

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:

Date of Execution by Seller:

January 22, 2009

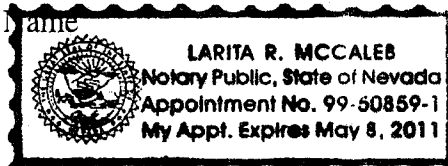
Brian & Blazena
(as to Seller)

SELLER:

William Arthur Brewton

William Arthur Brewton

Print Name



Olely Mui
Karyn Morris
(as to Seller)

SELLER:

Maria C. Sodupe-Brewton

Maria C. Sodupe-Brewton

Print Name

Yamzette Berlewien
(as to Seller)

Donna L. Neeley
Donna L. Neeley
(as to Seller)

Date of Execution by County:

Attest:

SHARON R. BOCK, Clerk &
Comptroller

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

By: _____

By: _____

John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: James Braker
County Attorney

By: John F. Koons
Director of Airports

Exhibit "A"

LEGAL DESCRIPTION:

THE SOUTH 250 FEET OF THE WEST 190 FEET OF THE WEST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

Exhibit "B"

LEGAL DESCRIPTION:

THE EAST 50 FEET OF THE WEST 190 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 250 FEET THEREOF.

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
▶ **See separate instructions.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Certain Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A		
B		
C		
D		
E		

Note. If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee) _____
Address (number, street, and room or suite no.) _____
City or town, state, and ZIP code _____
- d** For tangible property, enter the place where the property is located or kept ▶ _____
- e** Name of any person, other than the donee organization, having actual possession of the property ▶ _____

- 3a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c** Is there a restriction limiting the donated property for a particular use?

Yes	No

Name(s) shown on your income tax return

Identifying number

Section B. Donated Property Over \$5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.**4** Check the box that describes the type of property donated:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Art* (contribution of \$20,000 or more) | <input type="checkbox"/> Qualified Conservation Contribution | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Art* (contribution of less than \$20,000) | <input type="checkbox"/> Other Real Estate | <input type="checkbox"/> Securities |
| <input type="checkbox"/> Collectibles** | <input type="checkbox"/> Intellectual Property | <input type="checkbox"/> Other |

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5 (a) Description of donated property (if you need more space, attach a separate statement)		(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift		(c) Appraised fair market value	
A					
B					
C					
D					

(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
				(h) Amount claimed as a deduction	(i) Average trading price of securities
A					
B					
C					
D					

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ►

Signature of taxpayer (donor) ►

Date ►

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that a substantial or gross valuation misstatement resulting from the appraisal of the value of the property that I know, or reasonably should know, would be used in connection with a return or claim for refund, may subject me to the penalty under section 6695A. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign**Here**

Signature ►

Title ►

Date ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ►

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ► ☐ Yes ☐ No

Name of charitable organization (donee)

Employer identification number

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

Authorized signature

Title

Date



Printed on Recycled Paper

Form **8283** (Rev. 12-2006)



RECEIVED
JAN 22 11:2
LPT. OF AIRPORTS
BLDG. 846. PMA

January 22, 2009

Jerry L. Allen, AAE
Deputy Director
Palm Beach County Department of Airports
846 Palm Beach Intl. Airport
West Palm Beach, FL 33406-1470

Subject: Runway 9L – West
Parcels: W-214 & W-215
Transmittal of Agreements for Purchase & Sale

Dear Mr. Allen:

Enclosed please find two (2) executed copies of the Agreement for Purchase and Sale, a copy of the offer letter, the review appraisal statement and the replacement housing payment calculation for the above referenced parcel. The agreements have been signed at \$299,900, (see attached Recommendation for Settlement).

The Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their February 24th, 2009 meeting.

Should you have any questions, please contact our office.

Sincerely,

Donna L. Neeley
Right of Way Agent

Enclosures

RECOMMENDATION FOR ADMINISTRATIVE SETTLEMENT

TO: Jerry L. Allen, AAE, Deputy Director
Palm Beach County Dept. of Airports

FROM: Donna L. Neeley
O.R. Colan Associates

DATE: January 21, 2009

SUBJECT: Palm Beach International Airport
Runway 9L – West
Recommendation for Administrative Settlement
Parcels: W-214 & W-215, Brewton

An Agreement for Purchase and Sale in the amount of \$299,900 has been signed by William A. Brewton and Maria C. Sodupe-Brewton, the owners of Parcels W-214 & W-215 on the above referenced project. This agreement is a lump sum agreement and includes all relocation benefits and moving costs the owners may have been eligible to claim under the guidelines provided for in the FAA ORDER 5100.37B. The lump sum amount of \$299,900 represents an increase of \$14,900 over the approved offer amount of \$285,000. The original total package offered was \$285,000 (approved appraised amount) plus \$14,900 for the Purchase Additive for a total of \$299,900. Additional benefits may have included incidental expenses (\$5,000) and moving costs (\$1,650) which would have increased the total package amount to approximately \$306,550.

Should the County decide that \$299,900 is a reasonable and justified amount, this agreement would be considered an Administrative Settlement under the FAA ORDER 5100.37B Chapter 3.; Section 2. The FAA lists many items to be considered when entering into an Administrative Settlement. Our office will summarize the situation of the potential settlement and offer our recommendation to the County.

Parcel W-215 - Description

The land area of the subject property contains approximately 47,500 square feet and is improved with a three bedroom, two bath CBS residence. The structure was built in 1962 and contains 1,272square feet of living area. The appraiser established a range of value from \$160,000 to \$445,000 for the property and correlated to a value of \$285,000.

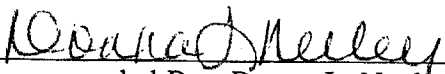
Parcel W-214 – Description

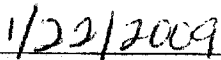
The parcel adjacent to Parcel W-215 is a portion of Sandra Lane and is legally owned by Mr. Brewton. This parcel contains 20,500 square feet (0.47 acres) of vacant land. This parcel was given no value in the appraisal due to the fact that there is a right of way easement for this parcel and its use is restricted to providing access to the other properties on Sandra Lane, which is no different that access provided by a wholly owned public roadway.

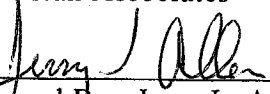
Mr. and Mrs. Brewton's initial counter offer was in the amount of \$375,000. Their rational supporting the counter offer was that they had an oversized lot as well as the additional square footage from the roadway tract. Palm Beach declined the counteroffer. Further negotiations resulted in Mr. and Mrs. Brewton making a counteroffer of \$299,900. Mr. Brewton works as a contractor and is involved in projects that require traveling abroad for extended periods of time. They are requesting the "lump sum" settlement because they have no plans to purchase a replacement property any time in the near future due to his work assignments.

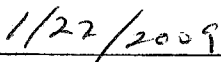
The "lump sum" agreement of \$299,900 also means there will be no claims for any replacement housing payments or moving costs by the owner. By agreeing to the increase of \$14,900 the County may actually realize a savings since there will not be any additional claims for relocation payments or moving costs. The proposed settlement will expedite the purchase of the parcel by Palm Beach County. It should also be noted that the counteroffer amount does not exceed the original total package presented to the owner at the initiation of negotiations (FMV offer plus relocation benefits).

Each parcel is a unique situation that necessitates the cooperation of everyone involved in order to arrive at a settlement that is beneficial to all parties. Long hours of negotiations resulted in a proposed settlement that assures the displacees are treated fairly and ensures the County has an agreement that is fiscally responsible. Considering all of the aforementioned factors, it is the recommendation of this agent that the Palm Beach County Board of County Commissioners, accept the all inclusive counteroffer of \$299,900 for the purchase of Parcels W-214 & W-215


Recommended By: Donna L. Neeley
O.R. Colan Associates


Date


Approved By: Jerry L. Allen, AAE
Director of Planning & Development
Palm Beach County Department of Airports


Date

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

COUNTY ADMINISTRATOR
Robert Weisman

DEPARTMENT OF AIRPORTS



June 20, 2008

William Arthur Brewton & Maria C. Sodupe Brewton
125 N. Sandra Lane
West Palm Beach, FL 33415

Subject: Palm Beach International Airport
Runway 9L - West
Offer to Purchase
Parcel: W-214 & W-215

Dear Mr. and Mrs. Brewton:

This letter is to inform you of the intent of the Palm Beach County Department of Airports to offer to acquire your property, the compensation you may expect to receive for its purchase, and certain supplemental benefits for which you may qualify under the Departments Relocation Assistance Program, should you decide to sell your property.

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. Agreements are subject to final approval by the Palm Beach County Board of County Commissioners. 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.

The Department has reviewed the appraisal in detail and has determined that the fair market value of the property to be acquired is \$285,000.00.

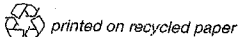
In addition to compensation for your real property, you may be entitled to reimbursement of the cost of moving your personal property to a new location. Also, you may be entitled to a maximum additional sum of \$ 14,900.00 based on the difference between the amount you are paid as the fair market value of your present residential property and the estimated cost of purchasing an approved available suitable replacement dwelling in your area, provided your eligibility is established as described in the Relocation Assistance Program Brochure and applicable federal law and regulations.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
(561) 471-7412 FAX: (561) 471-7427
www.pbja.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens



"An Equal Opportunity Affirmative Action Employer"

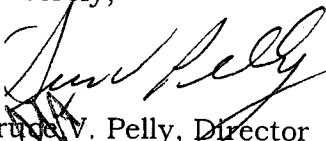
Page Two

As explained in the brochure, this supplemental payment is subject to an adjustment based on the actual amount you subsequently pay for a replacement dwelling. Your relocation counselor will be available to discuss these matters in more detail at any time you require assistance. We do caution not to move or purchase a replacement residence until you have it approved by the Department in advance, or you may lose your rights to eligibility.

You have the right to full payment of the fair market value of your property prior to surrendering possession, provided title is clear. After the Department has acquired your property (date of closing), you will be allowed up to ninety (90) days rent free before you must vacate.

It is the intent of the Department to assist you in every way possible in conveying your property to the Department and in relocating to a suitable replacement site if you so desire. If you have questions, please feel free to contact a representative from O.R. Colan Associates at (561)478-7210.

Sincerely,



Bruce V. Pelly, Director
Department of Airports

BVP/dn

cc: Jerry L. Allen, AAE Dept. of Airports
O.R. Colan Associates, Inc.
Parcel File

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

OWNER: William A. Brewton **PARCEL:** W-215
PROPERTY ADDRESS: 125 Sandra Lane **OUR FILE:** O5-5

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.

The intended use of the review is provide a basis to acquire the subject property by the Palm Beach County Department of Airports. The intended user is O.R. Colan Associates as acquisition agents for the Department of Airports.

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 or the reason for not doing so is stated below.

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").

Unless otherwise stated, the reviewer agrees with the identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures, which the appraiser considered to be part of the real property to be acquired.

It is my opinion that the market value of the land and improvements appraised, as of April 7, 2008, is \$285,000.

This estimate of market value is based upon an appraisal report prepared by Robert B. Banting MAI # RZ4 and Michael Brady # RZ3118 of Anderson and Carr Inc.. Both appraisers are State Certified.

The subject property is a three-bedroom, one-bathroom single-family residence of concrete block and frame construction. The house is on a 1.09 acre site which is larger than typical for the neighborhood. The residence contains a living area of 1,272 square feet plus a detached carport/workshop that has 504 square feet. The structures, approximately 46 years old, are in very good condition. The subject owner has title to Sandra Lane which provides paved street access to his property as well as several others. The title to the street is subject to a right of way easement to Palm Beach County. The fee ownership of the street does not increase the utility or value of the subject property.

OWNER: William A. Brewton PARCEL: W-215
PROPERTY ADDRESS: 125 Sandra Lane OUR FILE: O5-5

The Sales Comparison Approach to value is the only approach used in the appraisal. Due to the age of the subject property and the inherent problems of estimating accrued depreciation for a structure of that age, the Cost Approach was not applied. Since the subject neighborhood generally is comprised of single family homes which, typically, are not bought and sold based on their income-producing potential, the Income Approach was not used.

The subject is on the fringe of the Palm Beach International Airport noise impact area. Three of the four sales are similarly impacted.

The comparable sales present an unadjusted value range of from \$160,000 to \$445,000. A variety of adjustments were made for differences in physical features. The most significant adjustments in this case were for lot size. The Appraisers analyzed the data using different units of comparison and relied on the price per square foot of site area including improvements.

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 adjustments are considered adequately explained. The appraiser's value conclusion is considered appropriate. Therefore, the market value of the subject property is estimated at \$285,000.

June 2, 2008

Date of Signature



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

REPLACEMENT HOUSING CALCULATION

PARCEL: W-214/215

Owner: William Arthur Brewton
 Spouse: Maria C. Sodupe Brewton O/T: Owner

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. 1 is most comparable and is equal to or better than the subject property; therefore, the indicated replacement housing cost is: \$ 299,900.00.

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)

\$ _____

June 12, 2008
 Date

Donna L. Neeley
 Relocation Agent: Donna L. Neeley

June 18, 2008
 Date

Jerry J. Allen
 Approved for:
 Palm Beach County Department of Airports

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
Statement of Replacement Rental Determination
Owner Occupied Conventional Dwelling

Owner: William Arthur Brewton & Maria C. Sodupe Brewton

Project: Runway 9L-West

Address: 125 Sandra Lane, West Palm Beach, FL 33415

Parcel: W-214 & W-215

Acquisition: \$285,000.00

I certify that:

(a) I understand that this determination of replacement value is to be used in connection with the Palm Beach County Department of 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 the property.

(c) Description of the Property:

The subject property is a CBS/Frame dwelling, arranged as 6 rooms, with 3 bedrooms and 1 bath, with approximately 1,272 habitable square feet of living space and 1 lot size 1.09 acres, carport/workshop. It is approximately 46 years old. It is occupied by 1 adult and 0 children.

(d) Comparables Used:

Comp No. 1 Address 278 Via Hermosa, West Palm Beach, FL 33415
with 8 rooms, 3 bedrooms, 2 bath, approximately 1,958 habitable square feet,
lot size 1.16 acres, 2 car garage(s). Asking Price: \$ 299,900.00

Comp No. 2 Address 2860 Flamango Lake Dr., West Palm Beach, FL 33406
with 7 rooms, 3 bedrooms, 2 baths, approximately 1,700 habitable square feet,
lot size .19 acres, 2 car garage(s). Asking Price: \$ 299,900.00

Comp No. 3 Address 2288 Gabriel Lane, West Palm Beach, FL 33406
with 7 rooms, 3 bedrooms, 2 baths, approximately 1,672 habitable square feet,
lot size .19 acres, 2 car garage(s). Asking Price: \$ 299,900.00

(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. 1 is the most comparable and is functionally equivalent to the subject property. Therefore, the Replacement Housing Payment is: \$14,900.00.

6-12-2008
Determination Date:

Donna H. Kelley
Relocation Agent:

6/12/08
Approval Date:

J. L. M. Pluta
Approved By: