

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$180,000				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$180,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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: CM Simms

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 2/5/10

[Signature] 2/9/10
 Contract Dev and Control

B. Legal Sufficiency:

[Signature] 2/11/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

DEPARTMENT OF AIRPORTS**AGREEMENT FOR PURCHASE AND SALE**

This Agreement for Purchase and Sale, is made and entered into _____, by and between Rigoberto Hernandez and Eumelia Hernandez, his 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 **"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 real property legally described in Exhibit "A", attached hereto and made a part hereof, together with all improvements situated thereon together with the tenements, hereditaments, easements, privileges, and appurtenances belonging to or serving such property.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and other good and valuable consideration, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants and conditions hereinafter set forth, the Property, together with all right, title and interest of Seller in and to any and all streets, roads, highways, easements, accesses and rights of way appurtenant to the Property, together with all improvements located thereon, if any.

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

3.1 **Purchase Price.** The purchase price of the Property shall be One Hundred Eighty Thousand Dollars (\$ 180,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the purchase price of the Property, subject to any adjustments, credits and proration 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 Lease. As of the Effective Date, the parties acknowledge that the Property is occupied by Rigoberto Hernandez and Eumelia Hernandez ("Tenant"). The parties acknowledge that Tenant may remain in possession of the Property after Closing subject to a separate lease agreement between County and Tenant in the form attached hereto as Exhibit "B" (the "Lease"). County shall have the option, in its sole discretion, to delay the Closing Date in the event County and Tenant have not entered into the Lease prior to the Closing Date. Any rental collected by Seller prior to Closing shall not be prorated between the parties.

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

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

7. EVIDENCE OF TITLE.

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

7.2 In the event the title insurance commitment shall show as an exception any matter which would render the title unmarketable, 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 liened upon the premises affected thereby, and shall be paid and discharged by the Seller on or before Closing Date.

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

14. REAL ESTATE BROKER. Seller and County each represents and warrants to the other that it has not dealt with any broker, salesman, agent or finder in connection with this transaction, except O.R. Colan Associates, Inc. ("Broker") whose commissions and fees shall be payable by County pursuant to separate written agreement. Without limiting the effect of the foregoing, Seller agrees to indemnify, defend and save 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, PBlA
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:

Rigoberto Hernandez and Eumelia Hernandez
170 Wayne Road
West Palm Beach, FL 33415

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, gender identity or expression, familial status, 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. BA
EK

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 27, 2010

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

SELLER: [Signature]

[Signature]
RIGOBERTO HERNANDEZ
(as to Seller)

Rigoberto Hernandez
Print Name

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

SELLER: [Signature]

[Signature]
RIGOBERTO HERNANDEZ
(as to Seller)

Eumelia Hernandez
Print Name

Date of Execution by County:

Attest:

SHARON R. BOCK, Clerk & Comptroller

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

By: _____

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: [Signature]
Director of Airports

Exhibit "A"

Legal Description

Lot 12, and the South One-Half (1/2) of lot 13, LYNNWOOD, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 24, Page 168.

EXHIBIT " B "

DEPARTMENT OF AIRPORTS
RESIDENTIAL LEASE AGREEMENT

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(Landlord)

and

Rigoberto Hernandez & Eumelia Hernandez

(Tenant)

LEASE AGREEMENT

THIS LEASE is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and Rigoberto Hernandez & Eumelia Hernandez, hereinafter referred to as "Tenant".

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the residence located at 170 Wayne Road, West Palm Beach, Florida, 33415 (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence on the closing of the transaction contemplated by that certain Agreement for Purchase and Sale by and between County and Rigoberto Hernandez and Eumelia Hernandez ("Purchase Agreement"), for sale of the Premises to County (the "Commencement Date"), and terminate ninety (90) days thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. In the event Purchase Agreement is terminated or the closing does not occur within the time frame specified therein, the Director of the Department of Airports may terminate this Lease, on behalf of County, upon prior written notice to Tenant.

ARTICLE II RENT

2.01 Rent.

Tenant shall occupy the Premises at no cost during the Term of this Lease. If Tenant remains in possession of the Premises upon expiration or termination of this Lease without written consent from the County, Tenant agrees to pay County double the monthly rental set forth immediately hereinafter. In the event Tenant receives written consent from the County to remain in occupancy of the Premises at the expiration of the Term, Tenant shall pay rent to County equal to \$ 1,350.00 per month together with any sales tax due thereon, payable on the first day of the expiration of the Term and on the same day every month thereafter at such place as designated by the County.

2.02 Assessments and Personal Property Taxes.

Tenant shall pay before delinquency all ad valorem taxes, assessments, whether general or special, and all other personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, this Lease and/or Tenant's personal property located on the Premises.

ARTICLE III CONDITION OF LEASED PREMISES

Section 3.01 Waiver of Warranties.

Tenant hereby acknowledges that Tenant has been in possession of the premises, accepts the premises "as is" and expressly waives and releases the County from any and all warranties expressed or implied, including, but not limited to any or all warranties of habitability with respect to the premises, and any and all defects, latent or patent, or any dangerous or unsafe conditions, which may presently exist or may hereafter arise in the Premises. Tenant further hereby releases and relieves County from any continuing duty to exercise reasonable care to repair any dangerous defective conditions in the Premises, whether or not notice of their existence is given to the County.

Tenant acknowledges that this Lease is for the purpose of permitting Tenant to relocate Tenant's residence as a result of the County's purchase of the Premises for Airport purposes, and therefore, agrees that County shall not be obligated to comply with Chapter 83, F.S., including but not limited to, providing Tenant with Notice of Termination.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for residential purposes only. No more than 3 adults and 0 children may reside therein. Tenant shall not use the Premises for illegal or improper purposes.

Section 4.02 Waste or Nuisance

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Tenant shall not use, maintain, store, or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents on the Premises or any adjacent land in any manner not permitted by law. All refuse is to be removed from the Premises at Tenant's sole cost and expense.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall indemnify, defend, and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, or disability with respect to any activity occurring on the Premises or under this Agreement. RH
SK

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant shall promptly remove Tenant's personal property and removable fixtures and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining personal property shall revert to County and the same shall be deemed to have been abandoned. Tenant shall deliver the Premises to County free of any trash, refuse or other debris, and in full compliance with all governmental regulations. County shall have access to the Property at any reasonable time prior to the termination or expiration of this Lease to verify Tenant's compliance herewith.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. All portions of the Premises shall be maintained and kept in good repair and condition by Tenant at Tenant's sole cost and expense. Tenant shall not make any improvements, additions, modifications or alterations to the Premises.

Section 5.02 Construction Liens

The interest of the County in the Premises shall not be subject to liens for work performed by or on behalf of Tenant. Tenant shall notify every contractor performing work upon the Premises of the provision set forth in the preceding sentence. In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the Tenant shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) day period, the County may do so and thereafter charge the Tenant, and the Tenant shall promptly pay to County in connection with the satisfaction or transfer of such claim, including attorneys' fees. Further, the Tenant agrees to indemnify, defend, and save the County harmless from and against any damage or loss incurred by the County as a result of any such construction lien.

Section 5.03 County's Right to Inspect.

The County or the County's agents shall have the right upon reasonable prior notice to the Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's use of the Premises.

**ARTICLE VI
UTILITIES**

Section 6.01

Tenant shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges and assessments for water, gas, electricity, trash collection and removal, or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

**ARTICLE VII
INSURANCE AND INDEMNITY**

Section 7.01 Liability Insurance.

Tenant shall, during the Term hereof, keep in full force and effect, General Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) per occurrence combined single limit bodily injury and property damage liability. Such policy shall name the County as an Additional Insured.

Section 7.02 Insurance Policies.

The insurance required hereunder shall be primary over any other collectible amount of insurance under the County's Self-Insurance Plan. Tenant shall be responsible for paying all costs and expenses relating to such insurance, including, without limitation, all insurance premiums and any deductibles or self-insured retentions as a result of losses not covered by such insurance. The insurance required hereunder shall be issued by an insurance company licensed to do business in the State of Florida and subject to the approval of the County. The Certificate of Insurance evidencing such insurance coverage shall be provided to the County prior to the Commencement Date. Such Certificate shall require at least thirty (30) days prior written notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this Lease. Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives

subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its insurers, waives all such insured claims against the County. In the event that Tenant shall fail to obtain or maintain in full force and effect the insurance coverage required to be obtained by Tenant under this Lease, County may procure the same from such insurance carriers as County may deem proper, and Tenant shall pay as Additional Rent, upon demand of County, any and all premiums, costs, charges, and expenses incurred or expended by County in obtaining such insurance. Notwithstanding the foregoing, Tenant shall nevertheless hold County harmless from any loss or damage incurred or suffered by County due to Tenant's failure to maintain such insurance.

Section 7.03 Indemnification of County.

Tenant shall, to the extent permitted by law, indemnify, defend, and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of or relating to this Lease or the Tenant's occupancy of the Premises for any personal injury, loss of life, and/or damage to property sustained in or about the Premises including, without limitation, by reason or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any sublessee, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses, and liabilities incurred in and about the defense of any such claim. In the event County shall be made a party to any litigation commenced against the Tenant or by the Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney fees incurred by County in connection with such litigation, and any appeals thereof.

Section 7.04 Disclaimer of Liability.

County hereby disclaims, and Tenant hereby releases County, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by Tenant, its family members, guests, or invitees during the term of this Lease, including, but not limited to, loss, damage, or injury to the improvements or personal property of Tenant, Tenant's family members, guests, or invitees that might be located or stored on the Leased Premises, unless such loss, damage, or injury is caused by County's sole negligence or unintentional acts. The parties hereto expressly agree that under no circumstances shall County be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability, negligence, and nuisance), such as, but not limited to, loss of revenue or anticipated profits or any other damage related to the leasing of the Premises pursuant to this Lease.

ARTICLE VIII DESTRUCTION OF PREMISES

Section 8.01 Damage or Destruction by Fire, War, or Act of God.

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, this Lease shall terminate, whereupon the parties shall be relieved of all obligations hereunder.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Section 9.01 Consent Required.

Tenant may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE X
DEFAULT OF TENANT**

Section 10.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to perform or observe any of the agreements, covenants, or conditions contained in the Lease on Tenant's part to be performed or observed and such failure shall continue for more than five (5) days after notice from County; (ii) Tenant's vacating or abandoning the Premises; or (iii) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

Section 10.02 Waiver, Accord, and Satisfaction.

The waiver by County of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 10.03 Termination by Tenant.

Tenant may terminate this Lease upon two (2) business days prior written notice to County, whereupon the parties shall be relieved of all further obligations under this Lease with the exception of those obligations that expressly survive termination of this Lease. Upon termination of this Lease, Tenant shall surrender possession of the Premises to County in accordance with Section 4.05 and shall promptly return all keys to the Premises to County.

**ARTICLE XI
QUIET ENJOYMENT**

Section 11.01 County's Covenant.

Upon payment by the Tenant of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other persons or persons lawfully or equitably claiming by, through, or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XII
MISCELLANEOUS**

Section 12.01 Entire Agreement.

This Lease and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions, and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed

by them.

Section 12.02 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:

- (a) If to the County at:

Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida, 33406
Attn: Director, Airports Business Affairs

with a copy to:

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

- (b) If to the Tenant at:

Rigoberto Hernandez and Eumelia Hernandez
170 Wayne Road
West Palm Beach, Florida 33415

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 12.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 12.04 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof.

Section 12.05 Liability of County.

Tenant shall look solely to the estate and property of the County in the Premises for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by County in the event of any default by County with respect to any of the terms, covenants, and conditions of this Lease to be observed and performed by County, and no other property or estates of County shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Tenant's remedies and rights under this Lease.

Section 12.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 12.07 Governing Law.

This Lease 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 filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 12.08 Radon.

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 and radon testing may be obtained from County's public health unit.

Section 12.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 12.11 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease 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 is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 12.12 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.

Section 12.13 Effective Date of Agreement.

This Lease 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.

Section 12.14 Headings.

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

Section 12.15 Waiver.

No waiver of any provision of this Lease shall be effective against any party hereto unless it 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.

Section 12.16 Amendment.

This Lease may be modified and amended only by written instrument executed by the parties hereto.

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

WITNESS:

Donna L. Neeley

Donna L. Neeley
(Print Witness Name)

TENANT:

Rigoberto Hernandez

Rigoberto Hernandez
(Print Name)

WITNESS:

Rigoberto Hernandez

RIGOBERTO HERNANDEZ
(Print Witness Name)

WITNESS:

Donna L. Neeley

Donna L. Neeley
(Print Witness Name)

TENANT:

Eumelia Hernandez

Eumelia Hernandez
(Print Name)

WITNESS:

Rigoberto Hernandez

RIGOBERTO HERNANDEZ
(Print Witness Name)

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: John Kelly
Director of Airports

MEMORANDUM

TO: Bruce V. Pelly
Director, Palm Beach County Department of Airports

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

DATE: January 28, 2010

SUBJECT: Runway 9L-West
Recommendation For Administrative Settlement
Parcel: W-226, Hernandez

An Agreement for Purchase and Sale in the amount of \$180,000 has been signed by Rigoberto and Eumelia Hernandez, the owners of Parcel W-226, on the above-referenced project. This agreement is a lump sum agreement and includes any and all relocation benefits and moving costs the owner may have been eligible to claim under the guidelines provided for in the FAA ORDER 5100.37B. An offer to purchase was presented to the Hernandez's on September 15, 2009 in the amount of \$150,000 as well as Price Differential Payment eligibility of up to \$19,000 for total package of \$169,000. This settlement of \$180,000 represents an increase of \$11,000 over the total package of \$169,000 (6.5% increase). It should also be noted that in addition to the \$150,000 fair market value and the Price Differential of \$19,000, the Hernandez family would have also been eligible to claim incidental expenses and moving costs. The estimated incidental expenses for a home costing \$169,000 (#1 Comparable) are \$4,000. The estimated moving cost would have been about \$2,500 so the total compensation package available to the Hernandez's could have been \$175,500. In this scenario the counteroffer of \$180,000 exceeds the total package by only \$4,500 (2.6%).

Should the County decide that \$180,000 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.

The subject property is improved with a 1 story concrete block structure containing 1,612 square feet of living area. It is located on the east side of Wayne Road west of Military Trail, with the property address of 170 Wayne Road. The subject site contains approximately 0.19 acres or 8,175 square feet of land and is zoned RM with a land use designation of MR-5.

Over the past eight years the Department of Airports has made the Hernandez's three offers to purchase their property. Until now, the owners would not agree to sell the property to the County. Considering the small increase over the most recent compensation package offered to purchase the property, it is advisable for the County to accept the counteroffer of \$180,000. This counteroffer of \$180,000 resulted due to ongoing negotiations with the property owner. They had submitted a counteroffer of \$230,000 and this amount was not accepted. A couple of months later they counteroffered at \$190,000 and this amount also was not accepted. After an additional counteroffer of \$185,000 was also rejected, the owners presented \$180,000 as a lump sum settlement. This is their final counteroffer and they have indicated they are happy to remain where they are if the counteroffer is not accepted.

If the County does not purchase the property now from a willing seller and decides at some future point to acquire the property under the threat of eminent domain, the costs can be significant and the exposure to high costs and expenses may be great. Based on the aforementioned information it is our recommendation that the County accepts this counteroffer of \$180,000 for the purchase of Parcel W-226.

Donna L. Neeley
Recommended By: Donna L. Neeley, Right of Way Agent
O. R. Colan Associates

DATE: 1/28/2010

Bruce V. Pelly
Approved By: Bruce V. Pelly, Director of Airports

DATE: 1/29/10

January 28, 2010

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

RE: Runway 9L-West
Transmittal of Agreement For Purchase and Sale
Parcel: W-226, Hernandez

Dear Mr. Allen:

Enclosed please find two (2) executed copies of the Agreement for Purchase and Sale, a copy of the offer letter, replacement housing payment calculation and the review appraisal statement for the above parcel. The Agreements have been signed at the negotiated amount of \$180,000.

These Agreements are being submitted for approval by the Board of County Commissioners of Palm Beach County at their March 9th, 2010 meeting. Should you have any questions, please contact our office.

Sincerely,




Donna L. Neeley
Right of Way Agent

Attachments

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Jeff Koons, Chairman
Burt Aaronson, Vice Chairman
Karen T. Marcus
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Addie L. Greene

COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS



Palm Beach International Airport
GATEWAY TO

the Best of Everything!

September 15, 2009

Rigoberto and Eumelia Hernandez
170 Wayne Road
West Palm Beach, FL 33415

RH EAH

Subject: Palm Beach International Airport
Runway 9L - West
Offer to Purchase
Parcel W-226

Dear Mr. and Mrs. Hernandez:

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 Department's 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 \$150,000.00.

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 \$19,000.00 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.

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7412 FAX: (561) 471-7427 www.pbia.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"

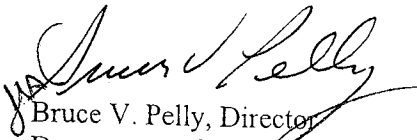
Page Two

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

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
REPLACEMENT HOUSING CALCULATION

PARCEL: W-226

RUNWAY 9L - WEST

O/T: Owner

Owner: Rigoberto Hernandez & Eumelia Hernandez Address: 170 Wayne Road

West Palm Beach, FL 33415

The Relocation Agent certifies that:

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

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: \$ 169,000.00

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).

\$ _____

9/13/2009
Date

Donna S. Keeler
Relocation Agent

9/16/09
Date

Jim J. Allen
Approved By:
Palm Beach County Department of Airports

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

Owner: Rigoberto Hernandez & Eumelia Hernandez

Project: Runway 9L-West

Address: 170 Wayne Road, West Palm Beach, FL 33415

Parcel: W-226

Acquisition: \$150,000.00

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 Airports 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 dwelling, arranged as 8 rooms, with 4 bedrooms and 2 baths, with approximately 1,612 habitable square feet of living space and no garage/carport. It is approximately 58 years old. It is occupied by 3 adults and 0 children.

(d) Comparables Used:

Comp No. 1 Address 285 E. Shadyside Circle, West Palm Beach, FL 33415
with 8 rooms, 4 bedrooms, 2 baths, approximately 2,269 habitable square feet
1 car garage(s). Asking Price: \$ 169,000.00

Comp No. 2 Address 4746 Alberta Avenue, West Palm Beach, FL 33417
with 7 rooms, 4 bedrooms, 1 baths, approximately 1,500 habitable square feet
2 car garage(s). Asking Price: \$ 169,000.00

Comp No. 3 Address 401 Baker Drive, West Palm Beach, FL 33409
with 9 rooms, 4 bedrooms, 4 baths, approximately 1,898 habitable square feet
1 car carport(s). Asking Price: \$ 175,000.00

(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: \$19,000.00.

9/3/2009
Determination Date:

9/3/2009
Approval Date:

Donna A. Keeley
Relocation Agent:

JLM Plante
Approved By:

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

OWNER: Rigoberto & Eumelia Hernandez **PARCEL:** W-226
PROPERTY ADDRESS: 170 Wayne Road **OUR FILE:** 05-5

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 appraisal review is to form a basis for acquiring the subject property through negotiation or eminent domain. The intended user is O.R. Colan Associates, Inc. as acquisition agents for Palm Beach County Department of Airports. The value reported is the market value of the unencumbered title. Market value is defined in the appraisal report.

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 July 15, 2009 is \$150,000.

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

The subject property is a three bedroom, two-bathroom single-family residence of concrete block construction and an attached one bedroom apartment.. The residence contains a living area of 931 square feet and the apartment contains 595 square feet. The residence has central air conditioning with two window units in the apartment. The structure, approximately 51 years old, is in average condition with no areas of deferred maintenance.

The Sales Comparison Approach to value is the only approach used in the appraisal. The appraiser did not consider the Cost Approach pertinent due to the lack of truly comparable land sales.

The subject is on the fringe of the Palm Beach International Airport noise impact area. Two of the three comparable sales were similarly impacted and no adjustment is warranted. The other sale was south of the airport.

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

OWNER: Rigoberto & Eumelia Hernandez PARCEL: W-226
PROPERTY ADDRESS: 170 Wayne Road OUR FILE: 05-5

Page 2

The appraisers analyzed the market data based on the price per square foot of living area. They adjusted for the in-law apartment by adding in the square footage of this living area with an adjustment for the small kitchen. This results in a reasonable allocation for a non-conforming structure. The appraisers analyzed the data both on a whole to whole basis and on a price per square foot basis. Both analyses bracketed a value of \$150,000.

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 analysis is considered reasonable. The appraiser's value conclusion is considered appropriate. Therefore, the market value of the subject property is estimated at \$150,000.

September 1, 2009
Date of Signature



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