



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$307,500	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$307,500</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No

Budget Account No: Fund 3704 Dept 441 Unit F107 Object 6501  
 Program \_\_\_\_\_

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

The acquisition of the Santos' property will cost \$304,500. In the event the closing date is extended up to 30 days, Seller will be paid an additional \$3,000. Staff estimates there will be an additional payment to the HOA to acquire the 25' buffer strip for up to \$70,000. Funding is from Fire Rescue's current budget for this fire station.

Fixed Asset Number N/A

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

 _____ OFMB 8/7 8/9	 _____ Contract Development and Control 8/10/17
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**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**Background and Justification Continued:** unincorporated Boynton Beach. The optimum location from a call volume and drive time standpoint is at the intersection of Gateway Boulevard and Military Trail. However, there are no undeveloped properties in close proximity to the intersection. There are vacant properties further north on Military Trail, but Military Trail curves within this area and none of the properties line up with a signalized intersection. Placing the Fire Station on a curve with only a flashing signal presents safety considerations.

Staff identified the County owned civic site on the south side of White Feather Trail, just east of Military Trail. The Engineering Department is currently using the site as a dry retention area for the Military Trail storm water drainage. A preliminary review of the drainage calculations and permits for this site revealed that a portion of the site could be made available for development of the Fire Station and when combined with acquisition of the Santos property, appeared to provide sufficient acreage to accommodate development of a Fire Station. Based upon this preliminary engineering analysis, Staff had our consultants conduct a more in-depth review of the drainage calculations and permitting, and prepare conceptual site plans to verify that a Fire Station would “fit” on the combined sites with building setbacks and buffering required to minimize impacts upon the surrounding residents. During this additional review, it was determined that there is a 25’ open space buffer easement running between the civic site/retention area and the Santos property which must be released in order to develop the Fire Station. This easement is controlled by the Windward Palm Beach PUD Homeowners Association, the Shores at Gables End (“HOA”). Staff met with the HOA and there are several very vocal homeowners who oppose the development of a Fire Station on this site. Concerns expressed by the homeowners include noise, lighting, diesel fumes and a decrease in property values. The County has developed Fire Stations adjacent to residential properties in numerous locations throughout the County, and faced similar opposition at the outset. Once the Stations have been placed in service, there have been few complaints. In this proposed development, Staff has provided for a setback of approximately 73’ from the edge of the Fire Station to the south property line of the County property, as well as increased landscaping well in excess of code requirements at an additional cost of roughly \$100,000. Development approvals required for the Fire Station may include adding the Santos property into the Windward Palm Beach PUD, rezoning and obtaining variances, if required.

Notwithstanding the concerns of the neighboring homeowners, the HOA Board voted unanimously to approve a release of the open space easement at a price to be negotiated and approved by the HOA Board. Current discussions with the Board have been in the neighborhood of \$70,000, and the Board has been cooperative in agreeing to other terms. Staff is therefore recommending that the County proceed with entering into an Agreement to acquire the Santos property without having a contract with the HOA for release of the easement. Staff is confident that an agreement can be reached and documented during the inspection period. If an agreement cannot be reached, the County has the right to terminate the Agreement with Santos.

The Agreement for purchase of the Santos property requires a \$4,500 non-refundable deposit and requires the County to complete its due diligence and close by September 15, 2017. In the event additional time is required to complete the due diligence review, closing can be extended up to 30 days with an additional non-refundable \$3,000.00 payment to Santos. The \$3,000 payment will not be credited towards the purchase price. In the event that the results of the due diligence investigations are unsatisfactory, the County has the right to terminate the Agreement. In the event of termination, the County would lose the deposit/payment to Santos.

An appraisal of the Santos property by Anderson & Carr Inc. valued the property at \$300,000. The Santos had listed the property for sale at \$369,000. The Santos initially agreed to accept the \$300,000 appraised value, but due to delays in getting the contract approved by the Board and Staff requiring an extended inspection period, the Santos increased their price to \$304,500 and required a \$4,500 non-refundable deposit.

The Santos home will be demolished by the County. An asbestos survey has not yet been performed, but will be done prior to demolition. Based upon Staff’s experience, abatement costs are not expected to exceed \$20,000.

A review by the County Property Review Committee (PRC) is not required for this transaction as the purchase price does not exceed a 110% of the appraised value. Under FS, Section 286.23, a Disclosure of Beneficial Interest (Disclosure) is not required for this transaction as the sellers are individuals.

TWP 45

TWP 45

TWP 45

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RNG 42

See pg 104

RNG 43

LOCATION MAP

Attachment 1  
1 of 1



Attachment 2  
Agreement for Purchase + Sale (2)  
(21 pages each)

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**AGREEMENT FOR PURCHASE AND SALE**

**between**

**PALM BEACH COUNTY,  
a political subdivision of the State of Florida,  
by and through its Board of County Commissioners**

**as Purchaser**

**and**

**Nelson R. Santos and Teresa Santos,  
husband and wife**

**as Seller**

## AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County") and **NELSON R. SANTOS AND TERESA SANTOS**, husband and wife, (hereinafter referred to as the "Seller").

### WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 10.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.5 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating on September 15, 2017, unless extended as set forth in Section 10.2 of this Agreement.

1.6 **Intentionally Deleted.**

1.7 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in Exhibit "B" attached hereto, together with any other title matters that may be accepted in writing by the County.

1.8 **"Property"** - the Real Property and any personal property that is owned by the Seller (if any).

1.9 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.10 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon.

1.11 **"Seller's Execution Date"** - the Seller's Execution Date of this Agreement shall be the date upon which the Seller executes this Agreement.

1.12 **Intentionally Deleted.**

1.13 **"Warranty Deed" or "Statutory Deed"** - means the deed of conveyance of the Real Property as set forth in Section 10.3.1 of this Agreement.

2. **SALE AND PURCHASE** In consideration of the mutual covenants herein

contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto. Upon Seller's Execution Date, Seller shall not withdraw or terminate this Agreement for the conveyance of the Property to the County unless mutually agreed upon, in writing, by the parties, except as set forth herein.

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

3.1 **Purchase Price.** The purchase price of the Property shall be Three Hundred and Four Thousand Five Hundred Dollars and No Cents (\$304,500.00).

3.2 **Payment of Purchase Price.** Within three (3) days of the Effective Date, County shall pay Seller a non-refundable deposit in the amount of Four Thousand Five Hundred Dollars and No Cents (\$4,500.00). County shall pay at closing the remaining balance of the Purchase Price (Three Hundred Thousand Dollars and No Cents (\$300,000.00)), subject to any adjustments, credits, prorations, and fees as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 There are no unrecorded leases, licenses, contracts, or other agreements or claim of rights, written or unwritten, that affect occupancy, possession or use of the Property by anyone other than Seller with the exception of the following:

4.3 The Property abuts a public roadway to which access is not limited or restricted.

4.4 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

4.5 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

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



4.7 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County, the Seller's Disclosure of Beneficial Interests (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner required by Section 15 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event Seller is an individual, Seller is exempt from this provision.

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

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

4.10 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.

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

4.12 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with Section 12 hereof, for the year of Closing and all prior years.

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

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

4.15 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.16 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 17.1 hereof.

5. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing

and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested.

All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Seller acknowledges that during the Inspection Period, County shall have the right to review and determine whether it is feasible to develop and permit a proposed fire station facility on both the Property and County parcel located east of the Property. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property or reveal either development or permit issues, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

6. **EVIDENCE OF TITLE.**

6.1 The Seller has delivered to the County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by Southeast Guaranty and Title, Inc., agreeing to issue to the County upon the recording of the Warranty Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Real Property, subject only to the Permitted Exceptions. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by Seller.

The County shall have until the day of Closing on September 15, 2017, in which to review the title commitment. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to thirty (30) days from the date of notification by County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said thirty (30) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages.

6.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within three (3) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not

shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

6.3 From and after the Seller's Execution Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the County, except as may be provided for herein or necessary to terminate the occupancy of the Tenant. In the event County does not approve this Agreement, this condition shall automatically terminate.

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

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall, at its cost and expense, maintain the Property in the condition in which it existed as of the Effective Date, with the exception of lawn maintenance which will be contracted by the County, at the County's cost and expense. 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 and its contractors shall have the right to access to the Property at any reasonable time prior to Closing for lawn maintenance and to verify Seller's compliance herewith.

9. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement; and (4) County shall have accepted the development and permit requirements as set forth in Section 5 hereof. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County. Seller shall not be responsible for removing the existing house or vegetation located on the Property.

10. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

10.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida.

10.2 **Closing Date.** The Closing shall take place on September 15, 2017, or at such earlier or later date as is mutually agreed upon by the parties. The County shall have the right and option to extend both the Inspection Period and Closing Date for one (1) 30 day period by written notice and payment of \$3,000 due to Seller on or before the Closing Date. The \$3,000 payment to Seller shall not be credited towards the Purchase Price.

10.3 **Closing Documents.** County shall be responsible for preparation of all Closing documents. County shall submit copies of same to Seller no less than ten (10) days before Closing.

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

10.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions.

10.3.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County. In the event Seller is an individual, Seller is exempt from this provision.

10.3.3 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

10.3.4 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

10.3.5 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

10.3.6 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated, and a Receipt of Real Estate Brokerage Commission and Release ("Broker's Release") in the form attached hereto as Exhibit "E" and made a part hereof.

10.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

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

10.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

11. **EXPENSES.**

11.1 Seller shall pay the following expenses at Closing:

11.1.1 The cost of recording the deed of conveyance.

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

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

11.1.4 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

11.2 The Seller and County shall each pay their own attorney's fees.

12. **PRORATIONS.**

12.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

12.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

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

14. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in

defense of such claims or demands. The terms of this Section shall survive the closing or termination of this Agreement.

15. **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. on a business day and on the next business day if transmitted after 5:00 p.m. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

15.1 County:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax 561-233-0210

With a copy to:

County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax 561-355-4398

15.2 Seller:

Nelson R. Santos and Teresa Santos  
9898 Via Bernini  
Lake Worth, Florida 33467-6936  
Fax \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax \_\_\_\_\_

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

16. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be

granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

17. **DEFAULT.**

17.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue costs incurred with this transaction.

17.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue costs incurred with this transaction.

18. **GOVERNING LAW & VENUE.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

19. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

20. **MEMORANDUM OF AGREEMENT.** County shall be entitled to record the Memorandum of Agreement attached hereto as Exhibit "C" in the Public Records of Palm Beach County, Florida. In the event County exercises its right to terminate this

Agreement, County shall deliver a termination of such Memorandum of Agreement to Seller within sixty (60) days of such termination.

21. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

22. **INTEGRATION.** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

23. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners no later than August 16, 2017. This Agreement shall be binding upon Seller and Seller may not revoke its approval of the Agreement for any reason other than County's failure to approve this Agreement by August 16, 2017.

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

25. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

Pursuant to Resolution R-2014-1421, as may be amended, Seller shall be required to submit a copy of Seller's non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. Should Seller not have a written non-discrimination policy, a signed statement affirming Seller's non-discrimination policy is in conformance with Palm Beach County's policy will be required. In the event Seller is an individual, Seller is exempt from the requirement to provide a non-discrimination policy or a signed statement.

26. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. **NO THIRD PARTY BENEFICIARY.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of County or employees of County or Seller.

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

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 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. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

34. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

35. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered  
in the presence of:

As to Both:

  
\_\_\_\_\_  
Witness Signature

Rico Romero  
\_\_\_\_\_  
Print Witness Name

  
\_\_\_\_\_  
Witness Signature

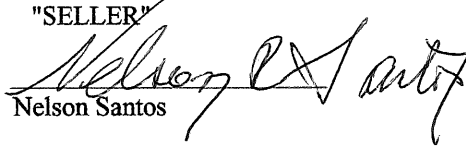
RYAN REAGGS  
\_\_\_\_\_  
Print Witness Name

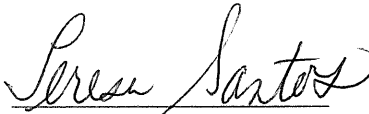
Date of Execution by Seller:

March 10, 2017

NELSON R. SANTOS AND TERESA  
SANTOS, husband and wife

"SELLER"

By:   
\_\_\_\_\_  
Nelson Santos

By:   
\_\_\_\_\_  
Teresa Santos

Date of Execution by County:

\_\_\_\_\_, 2017

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

**SCHEDULE OF EXHIBITS**

EXHIBIT "A" - LEGAL DESCRIPTION

EXHIBIT "B" - PERMITTED EXCEPTIONS

EXHIBIT "C" - MEMORANDUM OF AGREEMENT

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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A parcel of land in Section 13, Township 45 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at an iron pipe marking the Northwest corner of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section 13; thence Easterly on the North line of said West Half of the SE ¼ of the NW ¼, 160 feet to a 2 x 2 stake; thence Southerly, parallel to the West line of said West Half of the SE ¼ of the NW ¼, 272.25 feet to a 2 x 2 stake; thence Westerly, parallel to the North line of said West Half of the SE ¼ of the NW ¼, 160 feet; thence Northerly on the West line of said West half of the SE ¼ of the NW ¼, 272.25 feet to the Point of Beginning, excepting a right of way for County Road on the North line declared in 1917.

Parcel Identification Number: 00-42-45-13-00-000-3030

**Note:** Purchaser has the right to substitute this legal description with an updated legal description based on a current survey of the property.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

**None.**

**EXHIBIT "C"**

**MEMORANDUM OF AGREEMENT**

Prepared By/Return To:  
Howard J. Falcon III, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

**MEMORANDUM OF AGREEMENT**

This is a MEMORANDUM OF AN AGREEMENT FOR PURCHASE AND SALE (the "Agreement"), dated \_\_\_\_\_ (Resolution No. \_\_\_\_\_), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with an address of 301 North Olive Avenue, Administration, 11<sup>th</sup> Floor, West Palm Beach, Florida 33401, ("County"), and NELSON R. SANTOS and TERESA SANTOS, husband and wife, with an address of 9898 Via Bernini, Lake Worth, Florida, West Palm Beach, Florida 33467-6939, ("Seller").

**WITNESSETH:**

WHEREAS, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the parties have executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby acknowledge, and give notice of, the existence of the Agreement.

This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

This Memorandum shall automatically terminate upon recording of the deed from the Seller conveying to County the Property or that portion of the Property accepted by the County at closing.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed as of the date first-above written.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

**COUNTY:**  
**PALM BEACH COUNTY, a political**  
**subdivision of the state of Florida, by**  
**its Board of County Commissioners**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

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

By: \_\_\_\_\_  
Department Director

Signed, sealed, and delivered  
in the presence of:

**SELLER:**  
**NELSON R. SANTOS AND TERESA**  
**SANTOS, husband and wife**

(As to both)

By: \_\_\_\_\_  
Nelson R. Santos

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Teresa Santos

RICO ROMERO  
Print Witness Name

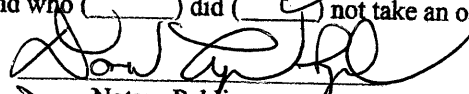
\_\_\_\_\_  
Witness Signature

RYAN REAGGS  
Print Witness Name



STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing Memorandum of Agreement was acknowledged before me this 10th  
day of March, 2017, by Nelson R. Santos and Teresa Santos, husband and wife,  
who are personally known to me OR ( ) who have produced FC  
Driver License as identification and who ( ) did ( ) not take an oath.

  
Notary Public

Donna Lynn Segal  
Print Notary Name



Donna Lynn Segal  
State of Florida  
My Commission Expires 08/31/2017  
Commission No. FF 42105

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 8/31/2017

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF REAL PROPERTY**

A parcel of land in Section 13, Township 45 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at an iron pipe marking the Northwest corner of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section 13; thence Easterly on the North line of said West Half of the SE ¼ of the NW ¼, 160 feet to a 2 x 2 stake; thence Southerly, parallel to the West line of said West Half of the SE ¼ of the NW ¼, 272.25 feet to a 2 x 2 stake; thence Westerly, parallel to the North line of said West Half of the SE ¼ of the NW ¼, 160 feet; thence Northerly on the West line of said West half of the SE ¼ of the NW ¼, 272.25 feet to the Point of Beginning, excepting a right of way for County Road on the North line declared in 1917.

Parcel Identification Number: 00-42-45-13-00-000-3030

**Note:** Purchaser has the right to substitute this legal description with an updated legal description based on a current survey of the property.

ATTACHMENT 3  
BAS  
1 of 1

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4-28-17 (REVISED)      REQUESTED BY: Peter Banting      PHONE:  
 FAX:

PROJECT TITLE: Fire Rescue #41 – Real Property Purchase      PROJECT NO.:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>307,500</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Property and Real Estate Management is pursuing the purchase of real property on behalf of Fire Rescue. The site is a residential homesite on the south side of Whitefeather Trail in western Boynton Beach and will be used for Fire Station #41.

**BUDGET ACCOUNT NUMBER**

FUND: **3704**    DEPT: **441**      UNIT: **F107**      OBJ: **6501**  
 SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES  NO

**IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)**

- Ad Valorem (source/type: \_\_\_\_\_)
- Non-Ad Valorem (source/type: \_\_\_\_\_)
- Grant (source/type: \_\_\_\_\_)
- Park Improvement Fund (source/type: \_\_\_\_\_)
- General Fund       Operating Budget       Federal/Davis Bacon
- \_\_\_\_\_       \_\_\_\_\_       \_\_\_\_\_

**SUBJECT TO IG FEE?**  YES       NO

Department: **FIRE RESCUE**

BAS APPROVED BY: *Michael C. Maciej*      DATE: **08/07/2017**

ENCUMBRANCE NUMBER: \_\_\_\_\_