

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 7, 2017 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

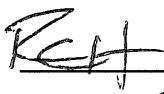
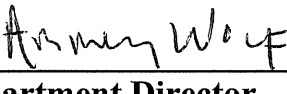
Motion and Title: Staff recommends motion to approve: an Agreement for Purchase and Sale to acquire a 4.98 acre vacant parcel of land in unincorporated western Delray Beach for \$1,050,000 from Haim Tepper, Trustee of the Haim Tepper Revocable Trust under Agreement dated October 30, 2015 and Mordechai Markowicz and Sarah Markowicz, husband and wife, (Sellers) for development of a Fire Rescue Station.

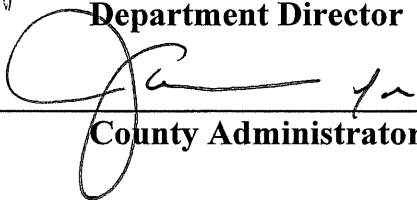
Summary: Fire Rescue has identified a need to construct a Fire Station in the Southeastern area of the Ag Reserve. Fire Rescue projects there will be sufficient call volumes between existing and approved, but not yet constructed development to support this new station. The subject site lies approximately 1,600 feet east of the Lyons Road/Linton Boulevard intersection and is currently being used as a plant nursery. It is larger than required for development of the station, but there are no smaller sites with good access available. Fire Rescue can use the excess land for an equipment storage building, or the site could be exchanged for a smaller site if the surrounding area is subsequently developed. Staff obtained two appraisals indicating values of \$1,000,000 and \$1,020,000 for an average of \$1,010,000. The \$1,050,000 purchase price exceeds the average of the appraised values by \$40,000 or 3.96%. The Agreement contains a 35 day Inspection Period and the County has the right to terminate if the inspections are unsatisfactory. Closing must occur within 15 days after expiration of the Inspection Period. The Agreement allows the Sellers through June 30, 2018 to remove any remaining plant inventory and personal property not sold off prior to closing. This acquisition is being funded with \$950,000 of Fire Rescue Impact Fees which must be encumbered by the first quarter of FY 18, with the balance funded from the Fire Rescue MSTU. **This purchase requires approval by a supermajority vote of the Board (5 commissioners). (PREM) District 5 (HJF)**

Background and Policy Issues: Fire Rescue has a need for a new Fire Rescue Station to be located near the intersection of Lyons Road and Linton Boulevard. Prices for raw land in this area have escalated substantially, particularly with direct frontage on Lyons Road.

(Cont. page 3)

- Attachments:**
- 1. Location Map
 - 2. Agreement for Purchase and Sale
 - 3. Budget Availability Statement
 - 4. Disclosure of Beneficial Interests

Recommended By:   9/30/17
Department Director Date

Approved By:  10/12/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>1,050,249</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>1,050,249</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____	_____

Budget Account No: Fund 3704 Dept 441 Unit F109 Object 6101 \$950,000
Fund 3700 Dept 441 Unit F109 Object 6101 \$100,249

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

Ad Valorem \$100,249 and Impact Fees \$950,000
Expenses are estimated to be \$249.60

Fixed Assets Number N/A

C. Departmental Fiscal Review: Ken Shier 10/2/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB NG 10/4 10/10/17 10/10/17
Contract Development and Control 10/11/17 10/26/17

B. Legal Sufficiency:

AFJal 10/11/17
Assistant County Attorney

C. Other Department Review:

Department Director

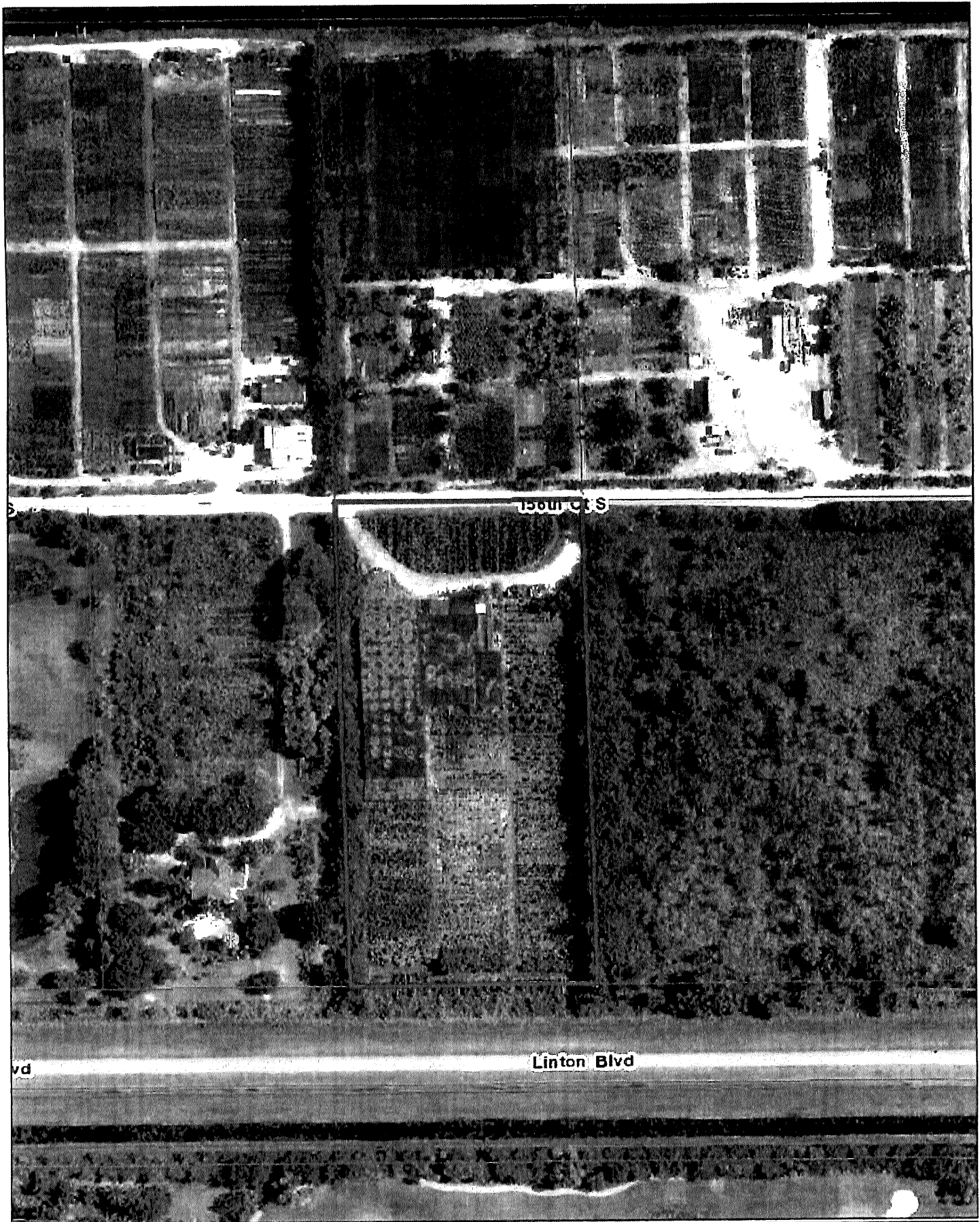
This summary is not to be used as a basis for payment.

Background & Policy Issues (Cont.): Initially, PREM found a 4.98-acre plant nursery site approximately 600 feet east of the desired intersection, located directly on the north side of Linton Boulevard. However, this potential deal fell through forcing PREM to continue the search. Sometime later the subject 4.98-acre plant nursery property became available, which is located approximately 1,600 feet east of Lyons Road on the north side of Linton Boulevard. Although not quite as favorable as the first site, Fire Rescue feels the site will work. As developers actively pursue assemblages of land in this area for residential development, it is important for the County to secure a site now while land is still available. If the developers are successful and create new developments, then Fire Rescue might have the opportunity to secure a public civic site within those developments and sell/trade this site. Fire Rescue has \$950,000 of impact fees that must be encumbered by the first quarter of FY 2018

Two appraisals of the property were obtained indicating an average value of \$1,010,000. Pursuant to County PREM Ordinance 2009-052, if the purchase price exceeds the average appraised value by 10% or more, then a review by the County's Property Review Committee is required. The purchase price is only 3.96% above appraised value; therefore no review is required

The Sellers are currently using the site as an active plant nursery and have considerable inventory on site. The Sellers requested a post-closing liquidation period through June 30, 2018 to sell any plant/tree/nursery equipment inventory which remains on the property. Upon termination of the liquidation period, any plant/tree/nursery equipment that has not been sold will be disposed of by the County when the site is developed. The County will have 35 days after Board approval to complete survey work, do environmental studies and perform any other due diligence necessary to support the development of a Fire Rescue Station on this property. Southeast Guaranty & Title will close this transaction on behalf of the County. This transaction is funded with \$950,000 from Fire Rescue Impact Fees which must be encumbered by the first quarter of FY 2018.

The Sellers have provided a Disclosure of Beneficial Interest naming Katya Tepper and Alexander Tepper each holding a 50% interest in the Haim Tepper Revocable Trust under Agreement dated October 30, 2015, which owns a 40% interest in the property. Mordechai and Sarah Markowicz own a 60% interest in the property and are not required to provide a Disclosure of Beneficial Interest as individuals.

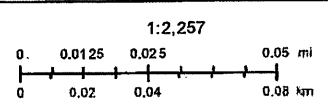


1500 CTS

Linton Blvd



00424620010000860



LOCATION MAP

Attachment 1
1 of 1

11

Attachment 2
Agreement for Purchase and Sale
(32 pages)

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

**HAIM TEPPER, as Trustee of the HAIM TEPPER Revocable Trust
under Agreement dated October 30, 2015**

and

MORDECHAI MARKOWICZ and SARAH MARKOWICZ, husband and wife,

Collectively, 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 **HAIM TEPPER**, as Trustee of the HAIM TEPPER Revocable Trust under Agreement dated October 30, 2015, and **MORDECHAI MARKOWICZ** and **SARAH MARKOWICZ**, husband and wife, (hereinafter collectively referred to as the "Seller").

W I T N E S S E T H:

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 wire transfer 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 35 days thereafter.

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

1.7 **"Personal Property"** - Any items of personal property remaining upon the Real Property at Closing including, but not limited to, mobile homes, plant/tree inventory and related equipment and concrete materials shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.8 **"Property"** - the Real Property and Personal Property.

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

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

2. **SALE AND PURCHASE** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

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

3.1 **Purchase Price.** The purchase price of the Property shall be One Million Fifty Thousand Dollars and no cents (\$1,050,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price for the Property in Current Funds, 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 The Property abuts a public roadway to which access is not limited or restricted.

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

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

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

4.6 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 attached hereto as Exhibit "D" (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.

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

4.8 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.

4.9 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.

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

4.11 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.

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

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

4.14 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.

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

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

5. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

6. **EVIDENCE OF TITLE.**

6.1 Within fifteen (15) days after the Effective Date of this Agreement, the Seller shall deliver to the County an owner's title insurance commitment, together

with legible copies of all exceptions to coverage reflected therein, issued by Fidelity National Title Insurance Company, 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. Southeast Guaranty and Title, Inc., shall, at County's expense, be the closing agent for this transaction.

The County shall have until the later of ten (10) days after receipt from the Seller of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages.

6.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7 hereof, and provided any such survey does not disclose or reveal any encroachments, overlaps, or boundary line disputes); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof, and provided such survey does not disclose any such easements or claims not shown in 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 title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

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

7. **SURVEY.** County shall have the right, within the time period provided in Section 6 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon. If the survey reveals any encroachments,

shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

9. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

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

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

10.2 **Closing Date.** The Closing shall take place within fifteen (15) days after expiration of the Inspection Period, or at such earlier date or later date as is mutually agreed upon by the parties.

10.3 **Closing Documents.** Seller shall be responsible for preparation of all Closing documents. Seller shall submit copies of same to County no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

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

10.3.2 **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.

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. However, pursuant to the terms and conditions set forth in Section 36 herein, Seller shall be allowed access to the property through June 30, 2018.

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

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

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

11.1.2 All costs for Southeast Guaranty & Title, Inc. acting as closing agent for this transaction.

11.2 Seller shall pay the following expenses at Closing:

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

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

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

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

12. **PRORATIONS.**

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

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

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

14. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction other than Kingdom Living Properties, Co. ("Broker") and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any other real estate broker, salesman, agent or finder claiming to have dealt with Seller. Seller shall provide County with a completed Broker's Release, fully executed by Broker, at Closing. Seller agrees to indemnify, defend, save, and hold County harmless from the claims and demands of Broker. 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:

Haim Tepper
10835 Tamis Trail
Lake Worth, FL 33449
Fax _____

and

Mordechai Markowicz and Sarah Markowicz
10835 Tamis Trail
Lake Worth, FL 33449
Fax _____

With a copy to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL 33432
Fax: 561-362-8512

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 damages.

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

18. **GOVERNING LAW & VENUE.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State 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, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

considered in interpreting this Agreement.

25. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, 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 (attached as Exhibit "F") 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 for a period of nine months, unless being actively pursued, in which event the normal statutory statute of limitations shall apply to such matters.

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 AUDIT REQUIREMENTS.** 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.

36. **POST CLOSING ACCESS.** Seller shall be allowed access to the Real Property through June 30, 2018 ("Liquidating Period") for the purpose of Seller liquidating Seller's remaining plant/tree inventory from the plant nursery operation on the Real Property and the parties mutually agree to the terms and conditions set forth below, which said terms and conditions shall survive closing.

36.1. The Real Property shall be used solely and exclusively for the purpose of Seller liquidating Seller's remaining plant/tree inventory and other nursery equipment and material on the Real Property.

36.2. Seller shall not make any improvements, additions, modifications or alterations to the Real Property (hereinafter collectively referred to as "Alterations"), without the prior written consent of County.

36.3. Seller covenants and agrees that Seller shall not subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability.

36.4. Seller and County can mutually agree to terminate the Liquidating Period at anytime.

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

36.6. Upon termination or expiration of the Liquidating Period, Seller, shall at its sole cost and expense, have removed Seller's personal property from the Real Property, including without limitation any remaining plant/tree inventory and any related nursery material, equipment, concrete material (ie blocks, etc.), removable fixtures and equipment. Upon surrender of the Real Property, title to any and all remaining Personal Property within the Real Property shall revert to County.

36.7. Seller shall not commit or suffer to be committed any waste upon the Real Property, 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 Real Property or which may affect County's fee interest in the Real Property or which results in an unsightly condition.

36.8. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Real Property. Seller shall keep and maintain all portions of the Real Property in good condition and repair, at Seller's sole cost and expense and shall make a good faith effort to remove some or all of the personal property which may or may not be part of the nursery operations from the Real Property during the Liquidating Period.

36.9. Seller shall not use, maintain, store or dispose of any containers including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents on the Real Property. Furthermore, Seller shall not cause or permit the Disposal of Hazardous Materials upon the Real Property or upon adjacent lands and shall occupy the Real Property in compliance with all environmental laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials on the Real Property. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

36.10. Any Disposal of a Hazardous Material, in violation of Environmental Laws, shall be reported to County immediately upon the knowledge thereof by Seller.

36.11. Seller hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any Seller's violation or the Disposal of any Hazardous Materials upon the Real Property or violation of this provision. Seller's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Seller, it shall not be deemed to eliminate or diminish any statutory or common law liability of Seller.

36.12. Seller acknowledges the County would not have agreed to allow the use of the Real Property by Seller without the indemnification contained herein and Seller acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall expressly survive the expiration or termination of the Liquidating Period.

36.13. Seller shall, at its sole expense, maintain in full force and effect at all times during the term of this Liquidating Period, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Seller are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seller under the Liquidating Period.

A. Commercial General Liability.

Seller shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any

endorsement excluding Contractual Liability or Cross Liability unless approved by County's Risk Management Department. Seller agrees this coverage shall be provided on a primary basis.

B. Business Automobile Liability.

Seller shall maintain Business Automobile Liability insurance at a limit of liability not less than \$100,000/\$300,000 each occurrence for all owned, non-owned and hired automobiles. In the event Seller does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Seller to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

C. Worker's Compensation Insurance & Employers Liability.

Seller shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440 Florida Statutes. This coverage shall be provided on a primary basis.

D. Additional Insured.

Seller shall endorse the County as an Additional Insured with a CG 2011 Additional Insured - Managers of Real Property endorsement, or its equivalent, to the Commercial General Liability and all other insurance coverages or policies referenced in ARTICLE VII, INSURANCE of this Liquidating Period. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The Additional Insured endorsements shall provide coverage on a primary basis.

E. Certificate(s) of Insurance.

Seller will deliver to County a certificate of insurance with respect to each required policy to be provided by the Seller under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate of Insurance should reference in the "CERTIFICATE HOLDER" box (ACORD FORM): Palm Beach County BOCC, Property & Real Estate Management, Attention Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

F. Umbrella or Excess Liability.

If necessary, Seller may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

G. Right to Review.

County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Liquidating Period. County reserves the right, but not the obligation, to review and reject any

insurer providing coverage because of its poor financial condition or failure to operate legally.

36.14. Hold Harmless. Seller shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Liquidating Period for any personal injury, loss of life and/or damage to property sustained in or about the Real Property by reason or as a result of the use and occupancy of the Real Property by the Seller, its agents, employees, licensees, invitees, 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's fees, at trial and on appeal, and 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 Seller or by the Seller against any third party, then Seller shall protect and hold County harmless and pay all costs and attorney's fees at trial and on appeal incurred by County in connection with such litigation, and any appeals thereof. Seller recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and valuable separate consideration in support thereof. The foregoing shall expressly survive expiration or termination of this Liquidating Period.

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COUNTY:

Date of Execution by County:

_____, 20__

ATTEST:

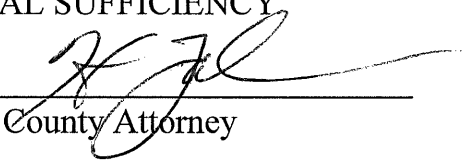
SHARON R. BOCK
CLERK & COMPTROLLER

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

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:

SELLER:

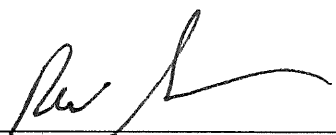
Date of Execution by Seller:

SEPTEMBER 20, 2017

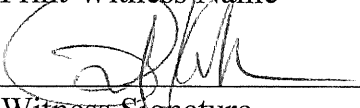
HAIM TEPPER, as Trustee of the
Haim Tepper Revocable Trust under
Agreement dated October 30, 2015,

By:


Haim Tepper, Trustee


Witness Signature

Richard Slutsky
Print Witness Name


Witness Signature

PAUL KEEFER
Print Witness Name

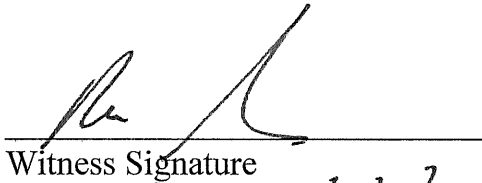
Date of Execution by Seller:

SEPTEMBER 20, 2017

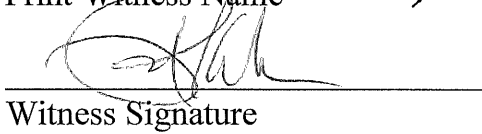
**MORDECHAI MARKOWICZ and
SARAH MARKOWICZ**, husband and
wife,

By: 
Mordechai Markowicz

By: 
Sarah Markowicz


Witness Signature

Richard Slotzky
Print Witness Name


Witness Signature

PAUL KEEFLER
Print Witness Name

SCHEDULE OF EXHIBITS

EXHIBIT “A” - LEGAL DESCRIPTION

EXHIBIT “B” - PERMITTED EXCEPTIONS

EXHIBIT “C” - MEMORANDUM OF AGREEMENT

EXHIBIT “D” - DISCLOSURE OF BENEFICIAL INTERESTS

EXHIBIT “E” - RECEIPT OF REAL ESTATE BROKERAGE
COMMISSION AND RELEASE

EXHIBIT “F” - NON-DISCRIMINATION POLICY/STATEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 86, THE PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, LYING WITHIN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 20 FEET OF TRACT 86, AS DESCRIBED HEREIN ABOVE.

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

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, 11th Floor, West Palm Beach, Florida 33401, ("County"), **HAIM TEPPER**, as Trustee of the Haim Tepper Revocable Trust under Agreement dated October 30, 2015, with an address of 10835 Tamis Trail, Lake Worth, FL 33449, and **MORDECHAI MARKOWICZ** and **SARAH MARKOWICZ**, husband and wife, with an address of 10835 Tamis Trail, Lake Worth, FL 33449, (collectively "Seller").

W I T N E S S E T H:

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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

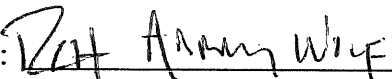
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Department Director

Signed and delivered in the presence
of two witnesses for Seller:

[Signature]
Witness Signature

Richard Slotsky
Print Witness Name

[Signature]
Witness Signature

PAUL KEFFLER
Print Witness Name

STATE OF FLORIDA]

COUNTY OF ~~PALM BEACH~~ SE]
BROWARD

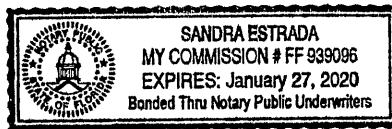
SS:

The foregoing Memorandum of Agreement was acknowledged before me this 20 day
of September 20, 2017, by Haim Tepper, as Trustee of the Haim Tepper Revocable Trust
under Agreement dated October 30, 2015, (☒) who is personally known to me OR (☐) who
produced _____ as identification and who (☐) did (☐) not
take an oath.

Sandra Estrada
Notary Public
Sandra Estrada
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Jan. 27, 2020



As to both, signed and delivered in the presence of:

Date of Execution by Seller:

SEPTEMBER 20, 2017

MORDECHAI MARKOWICZ and SARAH MARKOWICZ, husband and wife,

[Signature]
Witness Signature

Richard Slivsky
Print Witness Name

[Signature]
Witness Signature

PAUL KEFFLER
Print Witness Name

By: [Signature]
Mordechai Markowicz

By: [Signature]
Sarah Markowicz

STATE OF FLORIDA]

SS:

COUNTY OF ~~PALM BEACH~~ S.E.]
BROWARD

The foregoing Memorandum of Agreement was acknowledged before me this 20 day of September, 2017, by Mordechai Markowicz and Sarah Markowicz, (☒) who are personally known to me OR () who produced _____ as identification and who () did () not take an oath.

[Signature]
Notary Public
Sandra Estrada
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Jan 27, 2020

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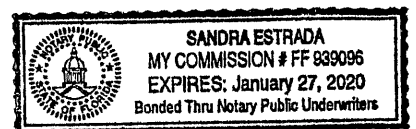


EXHIBIT “A”

LEGAL DESCRIPTION OF REAL PROPERTY

TRACT 86, THE PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, LYING WITHIN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 20 FEET OF TRACT 86, AS DESCRIBED HEREIN ABOVE.

EXHIBIT "D"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Haim
Tepper, as Trustee of the Haim Tepper Revocable Trust under Agreement dated October
30, 2015, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the Trustee (position - i.e. president, partner, trustee) of the Haim
Tepper Revocable Trust under Agreement dated October 30, 2015, (name and type of
entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is
the owner of the real property legally described on the attached Exhibit "A" (the
"Property").

2. Affiant's address is: 10835 Tamis Trail, Lake Worth, FL 33449

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the
names and addresses of every person or entity having a five percent (5%) or greater
beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the
Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

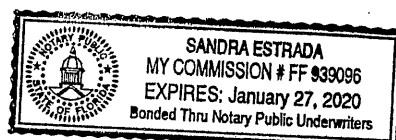
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Haim Tepper, Affiant
Haim Tepper, Trustee

The foregoing instrument was sworn to, subscribed and acknowledged before me
this 20 day of September, 2017, by Haim Tepper, as Trustee of
the Haim Tepper Revocable Trust under Agreement dated October 30, 2015, [☒] who is
personally known to me or [☐] who has produced _____
as identification and who did take an oath.

Sandra Estrada
Notary Public
Sandra Estrada
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: Jan. 27, 2020

EXHIBIT “A”

PROPERTY

TRACT 86, THE PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, LYING WITHIN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 20 FEET OF TRACT 86, AS DESCRIBED HEREIN ABOVE.

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

[illegible]

EXHIBIT "E"

RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE

The undersigned, Thomas Dibucci ("Broker"), the Broker of Kingdom Living Properties, Co. ("Company") (hereinafter collectively referred to as "Realtor"), does hereby acknowledge receipt of \$31,500.00 (3% of Purchase Price) as payment of the real estate brokerage commission due to Realtor in connection with the transaction between Haim Tepper, as Trustee of the Haim Tepper Revocable Trust under Agreement dated October 30, 2015, and Mordechai Markowicz and Sarah Markowicz, husband and wife, collectively as Seller, and Palm Beach County, as County, and the subsequent transfer, pursuant to the terms of the Agreement between such parties of the property described in Schedule "A" attached hereto and made a part hereof. Realtor does hereby acknowledge receipt of such payment as full settlement of and hereby releases County from any and all claims relating to real estate commissions, services fees, finders fees, costs and expenses (if any) payable unto or claimable by Broker, Company, its agents, affiliates, officers or employees relating to the transaction.

Dated this 26th day of Sept. 2017.

Signed, sealed and delivered
in the presence of

S. Ollarvide
Witness

Sally Ollarvide
Print Name of Witness

Stacy Candia
Witness

Stacy Candia
Print Name of Witness

Kingdom Living Properties, Co.

By: Thomas Dibucci
Thomas Dibucci, Broker

SCHEDULE "A"

TRACT 86, THE PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, LYING WITHIN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 20 FEET OF TRACT 86, AS DESCRIBED HEREIN ABOVE.

EXHIBIT "F"

NON-DISCRIMINATION POLICY/STATEMENT

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

- ☐ Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

- ☐ Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

Name of Organization or Entity

Signature

Name (type or print)

Title

Rev. 06.13.2017

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*n/a
individual
exempt*

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8-18-17

REQUESTED BY: Peter Banting

PHONE: 561-233-0217

FAX: 561-233-0210

PROJECT TITLE: Fire Rescue Station – Linton & Lyon Roads

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$ 1,050,249.60

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: The requested funds are for the purchase of property near the intersection of Linton Blvd and Lyons Road (\$1,050,000) for a future Fire Rescue Station. The balance of requested funds include all County closing costs (241.10).

CONSTRUCTION	
VENDOR SERVICES	
STAFF COSTS**	\$1,050,249.60
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	\$1,050,249.60

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

BUDGET ACCOUNT NUMBER:

FUND: 3704	DEPT:441	UNIT: F109	OBJ: 6101	SUB OBJ:	\$950,000.00
FUND: 3700	DEPT:441	UNIT: F109	OBJ: 6101	SUB OBJ:	<u>\$100,249.60</u>
					Total \$1,050,249.60

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

- ☒ Ad Valorem (source/type: \$100,249.60)
- ☒ Non-Ad Valorem (source/type: \$950,000 Impact Fees)
- ☐ Grant (source/type: _____)
- ☐ Park Improvement Fund (source/type: _____)
- ☐ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon
- ☐ _____ ☐ _____ ☐ _____

SUBJECT TO IG FEE? ☒ **YES** ☐ **NO**

Department: _____

BAS APPROVED BY: Michael C. Mackey DATE 8/21/17

ENCUMBRANCE NUMBER: _____

BAS - Site Purchase Closing Costs

Attachment 3
1 of 1

Attachment 4
Disclosure of Beneficial Interests
(3 pages)

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Haim
Tepper, as Trustee of the Haim Tepper Revocable Trust under Agreement dated October
30, 2015, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the Trustee (position - i.e. president, partner, trustee) of the Haim
Tepper Revocable Trust under Agreement dated October 30, 2015, (name and type of
entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is
the owner of the real property legally described on the attached Exhibit "A" (the
"Property").
2. Affiant's address is: 10835 Tamis Trail, Lake Worth, FL 33449
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the
names and addresses of every person or entity having a five percent (5%) or greater
beneficial interest in the Owner and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the
Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Haim Tepper, Affiant
Haim Tepper, Trustee

The foregoing instrument was sworn to, subscribed and acknowledged before me
this 20 day of September, 2017, by Haim Tepper, as Trustee of
the Haim Tepper Revocable Trust under Agreement dated October 30, 2015, [☒] who is
personally known to me or [☐] who has produced _____
as identification and who did take an oath.

Sandra Estrada

Notary Public

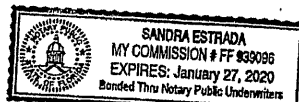
Sandra Estrada

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: Jan. 27, 2020



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Projects\FS

#

Southwest\PS

Agreement.

hf

app

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#4
106 3

EXHIBIT "A"

PROPERTY

TRACT 86, THE PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, LYING WITHIN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 20 FEET OF TRACT 86, AS DESCRIBED HEREIN ABOVE.

#4
2063

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

[illegible]

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

FLORIDA FARM BUREAU INSURANCE COMPANIES P.O. BOX 147030 GAINESVILLE, FLORIDA 32614-7030	COMPANIES AFFORDING COVERAGES: Company Letter A: Florida Farm Bureau General Ins. Co. Company Letter B: Florida Farm Bureau Casualty Ins. Co.
NAME AND ADDRESS OF INSURED: FOUR SEASONS FOLIAGE NURSERY INC &/OR HAIM TEPPER 8658 156TH CT S DELRAY BEACH FL 33446-9701	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN <u>THOUSANDS</u>		
A	General Liability: <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protective <input type="checkbox"/> Farmer's Personal Liability	SGL 9524327	11/01/2016	11/01/2017	General Aggregate	\$ 2,000	
					Products-completed operations aggregate	\$ 2,000	
					Personal & Advertising Injury	\$ 1,000	
					Each Occurrence	\$ 1,000	
					Fire Damage (Any one fire)	\$ 50	
					Medical Expense (Any one person)	\$ 5	
B	Automobile Liability: <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos	AB 1059952	11/25/2016	11/25/2017	Combined Single Limit	\$	
					Bodily Injury (Per Person)	\$ 100	
					Bodily Injury (Per Accident)	\$ 300	
					Property Damage	\$ 50	
	Excess Liability: <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form					Each Occurrence \$	Aggregate \$
	Employers Liability: <input type="checkbox"/> Farm Employer's Liability <input type="checkbox"/> Farm Employee's Medical						\$ (Each Occurrence) \$ (Each Employee)
	Other:						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED FOR COMMERCIAL GENERAL LIABILITY (CG 20 11 11 85) AND AS DESIGNATED INSURED FOR BUSINESS AUTOMOBILE LIABILITY. (CA 20 48 10 96) THE INSURANCE EVIDENCED BY THE CERTIFICATE SHALL BE PRIMARY. COMMERCIAL GENERAL LIABILITY (CG 20 01 04 13) BUSINESS LIABILITY (CA 04 50 11 16).

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

PALM BEACH COUNTY BOCC, PROPERTY REAL ESTATE
MANAGEMENT ATTN: DIRECTOR
2633 VISTA PARKWAY
WEST PALM BEACH, FL 33411-5605

COUNTY CODE 50 DATE ISSUED 09/28/17

Serviced by PALM BEACH County Farm Bureau

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

FLORIDA FARM BUREAU INSURANCE COMPANIES P.O. BOX 147030 GAINESVILLE, FLORIDA 32614-7030	COMPANIES AFFORDING COVERAGES: Company Letter A: Florida Farm Bureau General Ins. Co. Company Letter B: Florida Farm Bureau Casualty Ins. Co.
NAME AND ADDRESS OF INSURED: FOUR SEASONS FOLIAGE NURSERY INC &/OR HAIM TEPPER 8658 156TH CT S DELRAY BEACH FL 33446-9701	

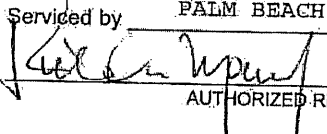
The policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN <u>THOUSANDS</u>		
A	General Liability: <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protective <input type="checkbox"/> Farmer's Personal Liability	SGL 9524327	11/01/2017	11/01/2018	General Aggregate	\$	2,000
					Products-completed operations aggregate	\$	2,000
					Personal & Advertising Injury	\$	1,000
					Each Occurrence	\$	1,000
					Fire Damage (Any one fire)	\$	50
					Medical Expense (Any one person)	\$	5
B	Automobile Liability: <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos	AB 1059952	11/25/2017	11/25/2018	Combined Single Limit	\$	
					Bodily Injury (Per Person)	\$	100
					Bodily Injury (Per Accident)	\$	300
					Property Damage	\$	50
	Excess Liability: <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form					Each Occurrence \$	Aggregate \$
	Employers Liability: <input type="checkbox"/> Farm Employer's Liability <input type="checkbox"/> Farm Employee's Medical						\$ (Each Occurrence)
	Other:						\$ (Each Employee)
							\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED FOR COMMERCIAL GENERAL LIABILITY (CG 20 11 11 85) AND AS DESIGNATED INSURED FOR BUSINESS AUTOMOBILE LIABILITY. (CA 20 48 10 96) THE INSURANCE EVIDENCED BY THE CERTIFICATE SHALL BE PRIMARY. COMMERCIAL GENERAL LIABILITY (CG 20 01 04 13) BUSINESS LIABILITY (CA 04 50 11 16)

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER: PALM BEACH COUNTY BOCC, PROPERTY REAL ESTATE MANAGEMENT ATTN: DIRECTOR 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5605	COUNTY CODE <u>50</u> DATE ISSUED <u>09/28/17</u> Served by <u>PALM BEACH</u> County Farm Bureau  AUTHORIZED REPRESENTATIVE
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

R V Johnson Agency, Inc.
2041 SE Ocean Blvd
Stuart, FL 34996

CONTACT NAME: Barbie Brown - Ext. 237

PHONE (A/C, No, Ext): (772) 287-3366

FAX (A/C, No): (772) 287-4255

E-MAIL ADDRESS: bbrown@rvjohnson.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : FFVA Mutual Insurance Co.

10385

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Four Seasons Foliage Nursery Inc.
8658 156 Court
Delray Beach, FL 33466

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY								EACH OCCURRENCE \$
	<input type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
									MED EXP (Any one person) \$
									PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE \$
	<input type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:								\$
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/>	HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
									\$
	UMBRELLA LIAB								EACH OCCURRENCE \$
	EXCESS LIAB								AGGREGATE \$
	<input type="checkbox"/>	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC8400013971-2017A	08/14/2017	08/14/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			<input type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
									E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Haim Tepper is excluded from coverage

CERTIFICATE HOLDER

Palm Beach County BOCC, Property & Real Estate Management Attn: Director
2633 Vista Pkwy
West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE