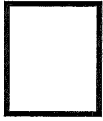
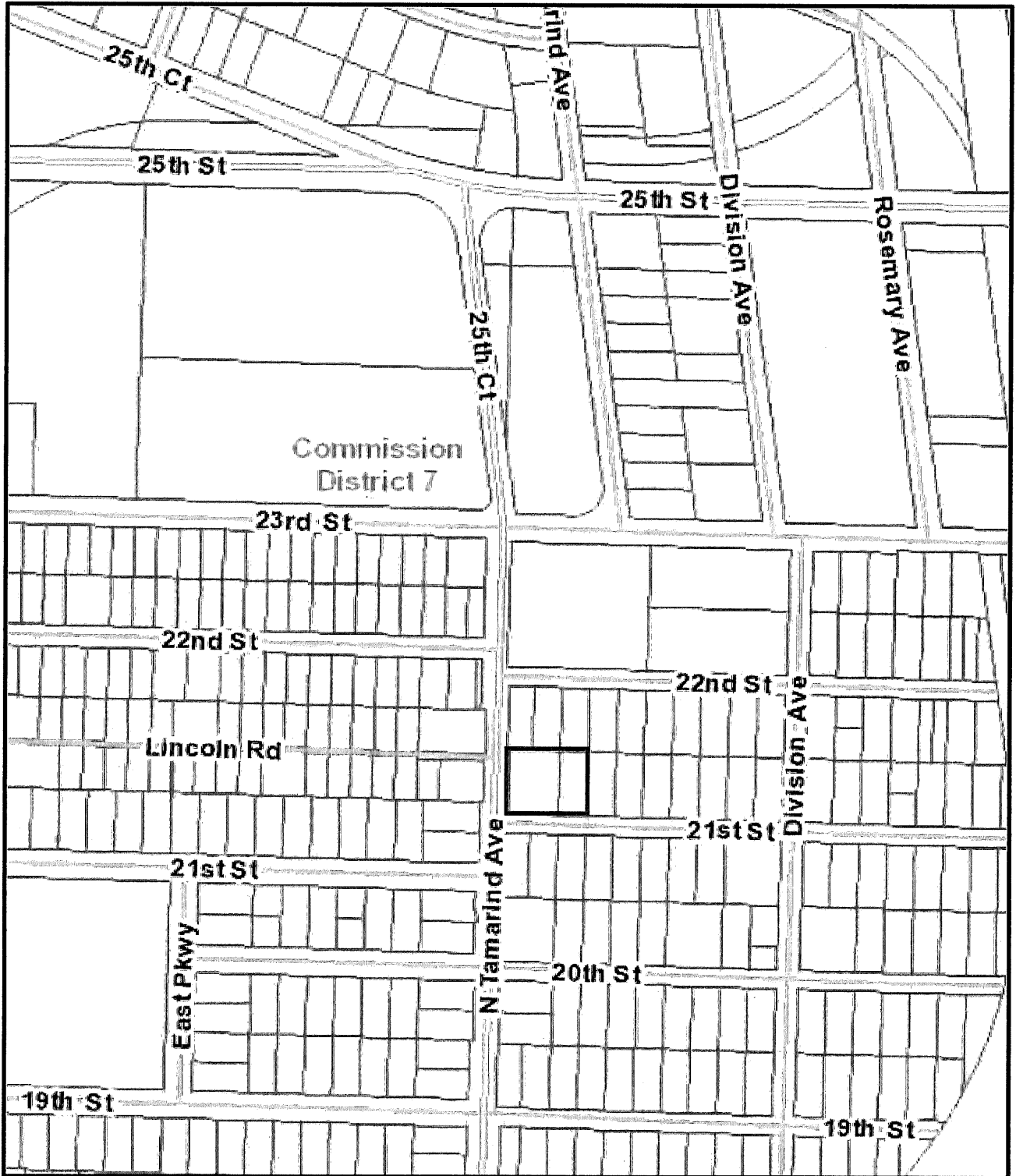


LOCATION MAP



Gulfstream Goodwill Industries project

North



AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

(2100 N. Tamarind Ave. & 2108 N. Tamarind Ave.)

Matter No. 19011
Resolution No. 83-16 & 98-16

THIS AGREEMENT FOR CONVEYANCE OF REAL PROPERTY ("Agreement") is made by and between the CITY OF WEST PALM BEACH, a Florida municipal corporation having its principal place of business at 401 Clematis Street, P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City"), and GULFSTREAM GOODWILL INDUSTRIES, INC., a Florida not-for-profit corporation with an address of 1715 Tiffany Drive, West Palm Beach, FL, 33407 ("Recipient").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. **DEFINITIONS.**

The following terms when used in this Agreement shall have the following meanings:

1.1 **Affordable Housing.** Housing that is affordable for households at or below 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development (HUD) income limits per household size and that meets maximum housing payments established by HUD, Florida Housing Finance or local ordinance. Housing payments generally do not exceed 35% of household's gross monthly income.

1.2 **Closing Date.** The Closing Date is the date on which the delivery of the deed or deeds ("Closing") shall occur. The parties understand that Recipient is seeking a grant from Florida Housing to assist in developing the project. Accordingly closing shall occur simultaneously with Recipients closing on the grant but not later than May 15, 2018 or any extension thereof as mutually approved by the parties. The parties shall have the right to close separately on each of the parcels.

1.3 **Construction Completion Date.** Construction shall be fully completed and a Certificate of Occupancy issued within twelve months of the Closing Date. The Construction Completion Date may be extended by mutual agreement of the Parties to a written amendment to this Agreement.

1.4 **Effective Date.** The Effective Date of this Agreement shall be the date when the last one of the City and Recipient has signed the Agreement.

1.5 **Form of Deed.** A Quit Claim Deed which shall convey the Property from the City to Recipient.

1.6 **Property.** That certain Property or those Properties located at 2100 N. Tamarind Avenue and 2108 N. Tamarind Avenue in the City of West Palm Beach, County of Palm Beach, State of Florida, (hereinafter "Property" whether single or multiple Properties), as more particularly described in Exhibit A attached hereto.

1.7 **Other Definitions.** The terms defined in any part of this Agreement shall have the

defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. CONSIDERATION.

Subject to the provisions of this Agreement including but not limited to the obligation of Recipient to build affordable housing for persons with developmental disabilities, the City hereby agrees to convey the Property to Recipient, and Recipient hereby agrees to accept the Property from the City, for the consideration of One Dollar (\$1.00) and upon and subject to the terms and conditions set forth herein.

3. INSPECTIONS.

By execution of this Agreement Recipient acknowledges that it has inspected the Property and, subject to the provisions of section 5 below, has determined that the Property meet Recipient's needs under Recipient's program.

4. SELLER'S REPRESENTATIONS.

To induce Recipient to enter into this Agreement, the City makes the following representations, all of which, to the best of the City's knowledge, in all material respects and except as otherwise provided in this Agreement are now true, and shall be true as of the date of the Closing unless the City receives information to the contrary, in which case the City shall immediately provide Recipient notice of such contrary information. Upon receipt Recipient of such information recipient may, in its sole discretion, deem such contrary information material and terminate this Agreement. This Provision shall survive the Closing. City represents that:

4.1 The City has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the City in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the City does not and will not violate any public or corporate obligations of the City and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the City is a party nor will create a lien or encumbrance upon the Property or assets of the City.

4.2 The City represents that the City will not, between the date of this Agreement and the Closing, without Recipient's prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.3 The City represents that there are no parties other than the City in possession of

the Property or any portion of the Property as a lessee.

4.4 The City shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. The City shall use its best efforts to maintain the Property (ies) in their present condition so as to ensure that it shall remain substantially in the same condition from the Effective Date to the Closing Date.

4.5 REAL PROPERTY SOLD AS IS, WHERE IS; RELEASE. The City makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by the City at Closing in accordance with this Agreement and the Title Commitment obtained by Recipient. The City makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. Recipient specifically acknowledges and agrees that the City shall sell and Recipient shall purchase the Property on an "AS IS, WHERE IS" basis and that, except for the City's representations and warranties specifically set forth in this Agreement, Recipient is not relying on any representations or warranties of any kind whatsoever, except as specifically set forth in this Agreement, express or implied, from the City, its agents, officers, or employees, as to any matters concerning the Property. Except as provided in this Section 4.5 Recipient expressly release City from any such warranties or representations expressed or implied.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. The City shall convey to Recipient at Closing, by delivery of one or more Quit Claim Deeds, in the form attached as Exhibit C, title to the subject Property. Recipient may secure a title insurance commitment issued by a title insurance underwriter approved by Recipient, for the subject Property insuring Recipient's title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by Recipient. Recipient shall have until the Closing Date to investigate title to the Property and, if Recipient is not satisfied for any reason, Recipient may terminate this Agreement and be released from liability hereunder. In the event of title defects that the City is unable or unwilling to cure, the City shall have the right to terminate this Agreement.

5.2 Mineral Rights. Pursuant to Section 270.11, Florida Statutes, the City will retain an undivided three-fourths interest in all the phosphate, minerals, and metals that are or may be in, on or under the Property and an undivided one-half interest in all petroleum that is or may be in, on or under the Property (collectively, the "Mineral Reservations").

6. RECIPIENT'S REPRESENTATIONS.

Recipient hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

6.1 Recipient has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

6.2 The execution and delivery of this Agreement and the consummation of the

transaction contemplated hereunder on the part of Recipient does not and will not violate the corporate or organizational documents of Recipient and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Recipient is a party.

6.3 No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Recipient in accordance with its terms and conditions.

All of the representations, warranties and covenants of Recipient contained in this Agreement or in any other document, delivered to the City in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

6.4 Recipient shall build affordable owner occupied homes on the Property in accordance with the plans attached hereto as **Exhibit B**, within the times provided and subject to applicable provisions of this Agreement including but not limited to Subsection 1.3 and Section 8.

6.5 Recipient shall meet all obligations required under the grant agreement with the Florida Housing Finance Corporation for completion of construction and affordability periods.

7. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to Recipient's and the City's obligations to close this transaction:

- (a) The City has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey title to the Property to Recipient, prior to closing.
- (b) Recipient has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to insure that the Property is acceptable to Recipient and to enable closing.

8. CLOSING DOCUMENTS.

8.1 At Closing, the City shall deliver to Recipient Quit Claim Deed(s), Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to Recipient. The Deed(s) to Recipient shall include the Right of Reverter which shall provide that in the event that Construction is not completed on the Construction Completion date as defined above, upon the City's election all right, title and interest in and to the Property shall revert to and revest in the City free and clear of all liens, financial obligations or encumbrances ("Right of Reverter").

8.2 At Closing, Recipient shall deliver to the City an executed Special Warranty Deed (s) to be held, unrecorded, by the City. The Special Warranty Deed shall be returned to Recipient upon Completion of Construction as defined above. In the event that Construction is not completed on the Construction Completion Date as defined above, upon the City's election, the City may record the Special Warranty Deed and all right, title and interest in and to the Property shall revert to and re-vest in the City free and clear of all liens, financial obligations or encumbrances ("Right of Reverter"). Upon request by the City, Recipient shall provide a Bill of Sale, if applicable, A No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents necessary to assure the conveyance of good and marketable fee simple title of the Property to the City free and clear of liens, financial obligations and encumbrances.

8.3 The Deed(s) to Recipient shall include a Deed Restriction that requires the Recipient to meet all obligations required under the grant agreement with the Florida Housing Finance Corporation for completion of construction and affordability periods. The deed(s) shall also contain a Right of Reverter providing that should Recipient fail to meet the aforementioned obligations, all right, title and interest in and to the Property shall, upon City's election, revert to and re-vest in the City free and clear of all liens, financial obligations or encumbrances. This Deed Restriction and the Right of Reverter shall be restrictive covenants running with the land. The Deed Restriction and Right of Reverter provided in this section 8.3 shall expire thirty (30) days after all requirements of the grant from the Florida Housing Finance Corporation have been met, as evidenced by receipt by the City of a satisfaction from Florida Housing, provided Recipient is not in default under any of the terms and provisions of this Agreement.

9. CLOSING COSTS, TAXES AND PRORATIONS.

9.1 Ad Valorem Taxes. Recipient acknowledges and the City represents that the Property is free and clear of ad valorem and non-ad valorem taxes due to the City's tax-exempt status and shall convey property as such.

9.2 City's Closing Costs. The City shall bear no closing costs associated with the conveyance, except its attorney's fees.

9.3 Recipient's Closing Costs. Recipient shall pay for all customary closing costs associated with this conveyance including but not limited to documentary stamp taxes. Statutory Documentary Stamp Tax shall be calculated based on the "Market Value" listed on the Palm Beach County Property Appraiser's website as of the Effective Date of this Agreement.

10. CLOSING DATE AND PLACE.

The Closing shall occur simultaneously with Recipients' closing on the grant referenced above or May 15, 2018 or any extension thereof as mutually approved by the parties. Closing shall take place at the office of the Title Agent or at such other location as agreed to by the parties. In the event the parties agree to close by mail, each party will deliver to Title Agent, on or before the Closing Date its respective closing

documents to be held in escrow. Title Agent will be authorized to release the closing documents and record the Deed upon its receipt of written authorization from the City.

11. TERMINATION AND DEFAULT.

11.1 Termination. In the event that any inspections as set forth in Sections 3 and 5 herein or any review of documents conducted by Recipient relative to the Property, prior to the Closing Date prove unsatisfactory in any fashion, Recipient, at its sole discretion, shall be entitled to terminate this Agreement. Recipient will provide written notice of said termination by mail, email or facsimile.

11.2 Default. Either Party shall be in default upon failure to perform any of the covenants and agreements contained herein to be performed by the defaulting Party.

11.2.1 If, prior to closing, either party's representations and warranties contained herein shall not be materially true and correct, or if either party shall have failed to perform in any material respect any of the covenants and agreements contained herein to be performed by that party within the time for performance as specified herein (including City or Recipient's obligation to consummate the transactions contemplated hereby), Either party, as and for its sole and exclusive remedies, shall be entitled to either (i) terminate this Agreement, or (ii) waive any such conditions or defaults and consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults.

11.2.2 Should Recipient fail to complete construction on or before the Construction Completion Date as defined herein, the City may, upon the City's election, record the Special Warranty Deed provided in Section 8.2 above and all right, title and interest in and to the Property shall revert to and revest in the City free and clear of all liens, financial obligations or encumbrances.

11.2.3 Should Recipient fail to complete all requirements of the grant from the Florida Housing Finance Corporation, as evidenced by receipt by the City of a satisfactory from Florida Housing Finance Corporation, upon City's election, all right, title and interest in and to the Property shall revert to and revest in the City free and clear of all liens, financial obligations or encumbrances.

11.3 Costs. Should City be required to bring legal action to enforce this Agreement Recipient shall be responsible for all costs and fees incurred by City in bringing such action including such costs and fees on appeal.

12. BROKER.

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Florida law.

13. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

14. NOTICE.

All written notices shall be deemed effective if sent to the following places:

RECIPIENT: Gulfstream Goodwill Industries
1715 Tiffany Drive
West Palm Beach, FL, 33407
Attn:

With Copy to:

City: City of West Palm Beach
401 Clematis Street 2nd Floor
West Palm Beach, Florida 33401
Attn: Director of Housing and Community Development

With Copy to: the City Attorney

15. GOVERNING LAW & VENUE.

This Agreement shall be governed by the laws of the State of Florida. Each party agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Agreement, including any claims based upon equity, statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non convenient grounds.

16. ENTIRE AGREEMENT.

All prior understandings and agreements between the City and Recipient are merged in this Agreement. This Agreement completely expresses their full agreement.

17. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both the City and Recipient.

18. SUCCESSORS.

This Agreement shall apply to and bind the executors, administrators, successors and assigns of the City and Recipient.

19. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

20. ASSIGNMENT. Recipient shall have no right to assign this Agreement.

21. WAIVER OF JURY TRIAL.

Each party hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any dispute, litigation or court action (including, but not limited to, any claims, crossclaims or third-party claims) arising from, growing out of, or related to this Agreement. The parties

acknowledge that this waiver is a significant consideration to, and a material inducement for the parties to enter into this Agreement. Each party hereby certifies that no representative or agent of the other party has represented, expressly or otherwise, that either party would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

22. PRECEDENCE.

In the event of conflict, handwritten provisions shall take precedence over typewritten and printed provisions. Typewritten provisions shall take precedence over printed provisions.

23. DRAFTING.

This Agreement has been negotiated and drafted mutually by the parties and shall be construed and interpreted as if both parties drafted same so that neither party shall be entitled to the benefits of any rules of construction, interpretation or enforcement against the drafters.

24. TERM

The term of this Agreement shall be the earlier of final Completion of Construction or 12 months from the Closing Date. If the Project has not been completed prior to the expiration of the Term, and if the Term has not been extended as provided herein, said failure to complete the Project shall constitute an event of default upon the occurrence of which title and interest in and to the Property shall revert to and re-vest in the CRA free and clear of all liens, financial obligations or encumbrances as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

GULFSTREAM GOODWILL INDUSTRIES INC.

By: *Maxim A. Douch*

Signed on 5-12-17

WITNESSES:

By: *[Signature]*

Print Name: *James D. Zundorff*

By: *[Signature]*

Print Name: *ERIN M KRUEZ*

CITY OF WEST PALM BEACH

By: *Cory M. Neering*

for Geraldine Muoio, Mayor

Signed on 5/11/17

ATTEST:

By: *Hazelie L. Canon*
City Clerk

Office of the City Attorney
Approved as to form and legality

By: *SAT*

EXHIBIT A
LEGAL DESCRIPTIONS

2100 N. Tamarind Avenue, West Palm Beach, FL

LOT 11 AND 12, BLOCK 6, WASHINGTON HEIGHTS, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE 17162'90 IN THE TAX DEED RCORDED IN OFFICIAL RECORD BOOK 12387, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PCN 74-43-43-16-10-006-0110; and

2108 N. Tamarind Avenue, West Palm Beach, FL

LOT 10, BLOCK 6, WASHINGTON HEIGHTS, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BECH COUNTY, FLORIDA,
PCN 74-43-43-16-10-006-0100

April 23, 2018

Mr. Jonathan B. Brown, Director
Department of Housing and Economic Sustainability
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406

Re: Request for SHIP Funding for Persons with Developmental Disabilities
The Home at Tamarind – Gulfstream Goodwill Industries

Dear Mr. Brown,

Thank you for providing this opportunity to request SHIP funding assistance for the subject six-unit project. Attached is a project description and budget for your information and review.

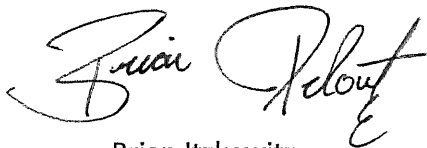
As noted in the attachments, the project has received a grant from the Florida Housing Finance Corporation in the amount of \$592,000. In addition, the City of West Palm Beach has donated the land, offered to construct some improvements needed to prepare the land for the new buildings, and we have applied for SHIP funding from the City in the amount of \$120,000. However, despite the generous contributions from the City, there remains a deficit of approximately \$190,000.

To address this deficit, Gulfstream Goodwill Industries (GGI) has applied for funding from several local foundations although that will not cover the entire deficit. As a result, this letter and the attachments are provided to request SHIP funding from Palm Beach County in the amount of \$100,000.

These units will be owned and operated by GGI throughout the life of the project, and GGI will provide counseling and support services to the residents. All residents will be developmentally disabled with extremely-low and very-low incomes, and the operations-side of the project is designed to function without debt service, so grant funding is important for project feasibility.

We sincerely appreciate your consideration of this request and look forward to hearing back from you.

Sincerely,



Brian Itzkowitz
CEO

ATTACHMENT 3