

6B-2

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 14, 2020 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Agreement for Purchase and Sale (Agreement) with Stephanie Iderosa to acquire a .34 acre parcel improved with a 1,344 square foot home located at 1759 East Main Street, Pahokee, Florida, for \$25,000; and
- B) a Memorandum of Agreement to be recorded in the public records to provide notice of this Agreement.

Summary: In August, 2019, the County acquired title by foreclosure to a 2.49 acre parcel located at 1749 East Main Street No. 101, Pahokee upon which a 42 unit apartment complex had been developed. On June 2, 2020, the Board approved allocating up to \$5,000,000 of CARES Act funding for renovating the 42 unit facility. Stephanie Iderosa owns a single family home which bisects the property. Acquisition of Ms. Iderosa's property will facilitate redevelopment of the County's property. She has agreed to sell her property for \$25,000. The Property Appraisers' assessed value of Ms. Iderosa's property is \$62,174. Funding for the project will be from the Public Building Improvement Fund. Pursuant to the PREM Ordinance, an appraisal is not required for purchase of a property for \$25,000 or less. The Agreement with Stephanie Iderosa provides the County the right to terminate the Agreement at any time prior to closing in the event that the results of due diligence are unsatisfactory. **Pursuant to the PREM Ordinance, all purchases must be approved by a supermajority vote (5 Commissioners). (PREM District 6 (HJF))**

Background and Policy Issues: On April 6, 2020, the Palm Beach County Commissioners received authorization from the Federal Emergency Management Agency (FEMA) to conduct non-congregate sheltering activities under the Public Assistance program as part of the response to the coronavirus emergency. Staff identified two (2) County owned properties in Pahokee and Belle Glade that could be renovated and repurposed to provide for non-congregate sheltering in the Western Communities. On June 2, 2020, the BCC approved a capital appropriation of up to \$5,000,000 of the CARES Act funding to implement the non-congregate sheltering program in this 42 unit apartment facility and \$500,000 in capital funding for the Belle Glade facility located at 341 NW 11th Street, Belle Glade.

(Continued on page 3)

Attachments:

- 1. Location Map
- 2. Agreement for Purchase and Sale (2) with Exhibits A, B and C
- 3. Memorandum of Agreement
- 4. Budget Availability Statement

Recommended By: Anthony W. Wolf 7/14/20
Department Director Date

Approved By: Donna A. Peith 7/13/2020
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>\$25,700</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$25,700</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u> X </u>	No	_____	_____
Does this item include the use of federal funds?	Yes	_____	No	<u> X </u>	_____
Budget Account No:	Fund <u> 3804 </u>	Dept <u> 411 </u>	Unit <u> B604 </u>	Object <u> 6101 </u>	
		Program _____			

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

The \$25,000 purchase price of the subject property will come from the Public Building Improvement Fund. Closing costs are estimated to be \$700.

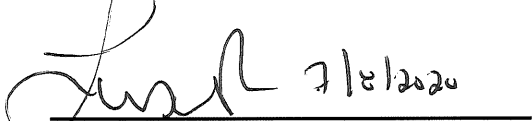
Fixed Assets Number N/A

C. Departmental Fiscal Review:




III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:



 OFMB
 7/18/2020
 22717



 Contract Development and Control
 7-8-2020 TW

B. Legal Sufficiency:



 Assistant County Attorney

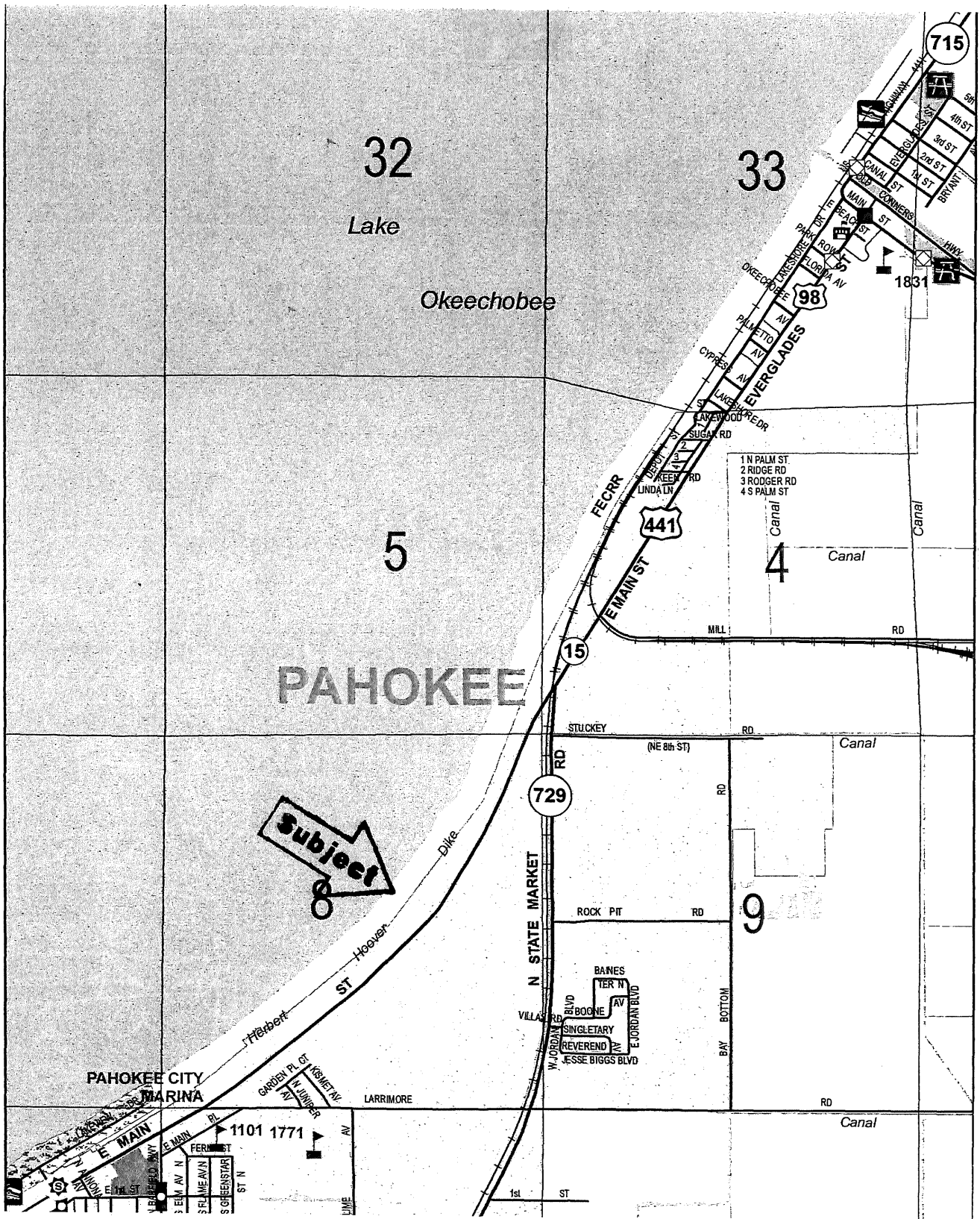
C. Other Department Review:

 Department Director

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

Background and Policy Issues: The Iderosa property has an easement for ingress and egress across the 42 unit facility which is paved with a driveway. This easement is the only access that the Iderosa property has to a public right-of-way. This easement also provides the County driveway access. In order to properly restore the existing paved driveway, the pavement must be removed, the area demucked, filled, stabilized and paved. This work will be extremely difficult while attempting to maintain an open access to the Iderosa property. Because of the location of the existing apartment building, an alternate temporary access can't be provided across the County property. The acquisition of the Iderosa property would alleviate these construction limitations, and allow for future expansion of the County's apartment facilities. The renovation work is expected to be completed in December, 2020. It is staff's intent to demolish the existing home at some point in the future.

In July 1996, the County provided a \$500,850 loan to Royal Palm Lakes, LTD (f/k/a Pahokee Elderly Facility, LTD) for renovation of the apartment complex. In January 1997, the developer/operator stopped making mortgage payments. In April of 2018, the County commenced foreclosure proceedings and obtained a Certificate of Title on August 20, 2019.



Attachment #1 - Location Map

Attachment 2
Agreement for Purchase and Sale (2)
24 pages each

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

**STEPHANIE IDEROSA
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 STEPHANIE IDEROSA, a single woman (hereinafter referred to as the "Seller").

WITNESSETH:

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

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

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

1.3 **"Current Funds"** - Palm Beach County warrant or 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 ten (10) 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 property at Closing 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.

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

3.1 **Purchase Price.** The purchase price of the Property shall be twenty five thousand (\$25,000.00) dollars.

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of 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 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.

4.3 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.

4.4 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.

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

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

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid and binding obligations of Seller.

4.8 There are no leases or service contracts affecting the Property which will survive Closing.

4.9 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.

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

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

4.12 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.

4.13 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, County shall obtain an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by Chicago Title Insurance Company, agreeing to issue to the County upon the recording of the Statutory 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 County.

The County shall have until the later of ten (10) days after receipt 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 exception(s) 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); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

6.3 From and after the 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, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

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 ten (10) days after the Effective Date, or at such earlier date as is mutually agreed upon by the parties.

10.3 **Closing Documents.** County shall be responsible for preparation of all closing documents. County shall submit copies of same to Seller no less than five (5) 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 **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.

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

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

10.3.5 **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.

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

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

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

11. **EXPENSES**.

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

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

11.1.3 All costs and premiums for the owner's title insurance commitment and policy which may include abstracts, searches, closing and wire transfer fees.

11.2 Seller shall pay the following expenses at Closing:

11.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages 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 and agrees to indemnify, defend, save, and hold County harmless from the

claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

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

15.1 County:

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

With a copy to:

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

15.2 Seller:

Stephanie Iderosa
3127 Bacon Point Road
Pahokee, FL 33476

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 no later than August 27, 2020. This Agreement shall be binding upon Seller and Seller may not revoke her approval of the Agreement for any reason other than County's failure to approve this Agreement by August 27, 2020.

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 County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that throughout the term of this Agreement, including any renewals thereof, if applicable, all persons are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information under any activity conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement.

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 Palm Beach County or employees of County or Seller.

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

29. **SURVIVAL.** The parties' warranties, agreements, covenants, and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

30. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. **AMENDMENT.** This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed, sealed, and delivered
in the presence of:

Date of Execution by Seller:

As to Seller:

June 16th, 2020

SELLER:

Donette Byrns
Witness Signature

Stephanie Iderosa
STEPHANIE IDEROSA, Seller

Tomoka Burgess
Print Witness Name

[Signature]
Witness Signature

FRANK CHAPA
Print Witness Name

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: _____
Dave Kerner , Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Idelgant
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Rich Anthony Wolf
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A" - LEGAL DESCRIPTION

EXHIBIT "B" - PERMITTED EXCEPTIONS

EXHIBIT "C" - MEMORANDUM OF AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

PCN: 48-37-42-08-01-004-0020

Parcel 1:

Commence at the 17 foot contour of Lake Okeechobee at the corner of Lot D-2 and D-3, according to Trustees of the Internal Improvement Fund Supplement Plat of Sections 5, 8, 17, and 18, Township 42 South, Range 34 East, Palm Beach County, Florida; according to the Plat thereof on file in the office of said Trustees at Tallahassee, Florida, thence along the following courses and distances; South 39°50' East 100'; South 50°10' West 45 feet; North 39°50' East to the 17 foot contour; along the 17 foot contour North 44°12' East; and North 35°35' East to the Point of Beginning.

The above parcel of land includes all of Lot D-3, a portion of Lot D-3*, according to the said Trustees Supplemental Plat and portions of Lots 3-A and 3-B, Block 4, Subdivision of Section 8, Township 42 South, Range 37 East, Palm Beach County, Florida, as recorded in the Office of the Clerk of the Circuit Court of said County in Plat Book 7, page 29.

Parcel 2:

The Southerly 45 feet of that portion of Lot 2, Block 4, Subdivision of Section 8, Township 42 South, Range 37 East, Palm Beach County, Florida, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court of said County in Plat Book 7, page 29, lying Northwesterly of Florida State Road #15, not including the Southeasterly 150 feet thereof.

Together with an easement for ingress and egress over that portion of the Northeasterly 25 feet of Lot 3-A, Block 4 of said Subdivision of Section 8, Township 42 South, Range 37 East, between the afore described parcel and the Northwesterly Right of way line of State Road #15.

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

PCN: 48-37-42-08-01-004-0020

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AN AGREEMENT FOR PURCHASE AND SALE (the "Agreement"), dated _____ (Resolution No. _____), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and STEPHANIE IDEROSA, a single woman, with an address of 1759 E. Main Street, Pahokee, FL 33476 ("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.

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

Signed, sealed and delivered
in the presence of:

COUNTY:

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Department Director

SELLER:

Date of Execution by Seller:

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

_____, 20__

Witness Signature

Stephanie Iderosa, Seller

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Memorandum of Agreement was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of _____, 2020 _____, by Stephanie Iderosa , the Seller [] who is personally known to me OR [] who produced _____ as identification and who () did () not take an oath.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PCN: 48-37-42-08-01-004-0020

Parcel 1:

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Together with an easement for ingress and egress over that portion of the Northeasterly 25 feet of Lot 3-A, Block 4 of said Subdivision of Section 8, Township 42 South, Range 37 East, between the afore described parcel and the Northwesterly Right of way line of State Road #15.

Attachment 3 - Memorandum of Agreement

4 Pages

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

PCN: 48-37-42-08-01-004-0020

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AN AGREEMENT FOR PURCHASE AND SALE (the "Agreement"), dated _____ (Resolution No. _____), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and STEPHANIE IDEROSA, a single woman, with an address of 1759 E. Main Street, Pahokee, FL 33476 ("Seller").

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Signed, sealed and delivered
in the presence of:

COUNTY:

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Helgert
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Keith Anthony Wolf
Department Director

SELLER:

Date of Execution by Seller:

June 16th, 2020

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

Ben Williamson

Witness Signature

BEN WILLIAMSON

Print Name

Stephanie Iderosa

Stephanie Iderosa, Seller

[Signature]

Witness Signature

FRANK CHAPA

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Memorandum of Agreement was acknowledged before me by means of [] physical presence or [] online notarization this 16 day of June, 2020 _____, by Stephanie Iderosa, the Seller [] who is personally known to me OR [] who produced _____ as identification and who () did () not take an oath.

Tomoka Burgess

Notary Public

My Commission Expires: 12/06/2021

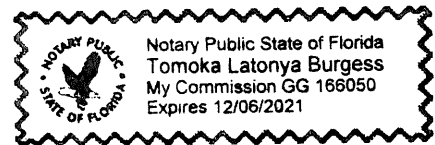


EXHIBIT "A"

LEGAL DESCRIPTION

PCN: 48-37-42-08-01-004-0020

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Attachment 4
Budget Availability Statement
1 page

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/30/2020

REQUESTED BY: Ben Williamson

PHONE: 561-233-0209

PROJECT TITLE: Acquisition - Stephanie Iderosa

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$ 25,700

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES: PREM to acquire a .34 acre parcel improved with a 1,344 square foot home located at 1759 East Main Street, Pahokee, Florida from Stephanie Iderosa. Funds for the acquisition of the subject property will come from the Public Building Improvement Fund. The cost of acquiring the property is expected to be less than \$25,700, which will include recording costs/fees, doc stamps and title insurance and associated title expenses.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 25,700
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 25,700

* By signing this BAS your department agrees to these staff charges 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.

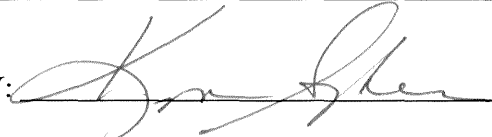
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND:	DEPT:	UNIT:	OBJ:
3804	411	B604	6101

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY: 

DATE 6/30/2020

ENCUMBRANCE NUMBER: _____