

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$4,200,100	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$4,200,100	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 3804 Dept 411 Unit B772 Object 6101
 Program _____

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

Funds for acquisition of the subject parcels will come from the County reserves. The costs of acquiring the Alfaro parcels are expected to be \$4,200,100, including recording costs.

Fixed Assets Number H09059 (00.42.43.22.05.005.0101)
H09060 (00.42.43.22.05.006.0102)
H09061 (00.42.43.22.05.006.0103)

C. Departmental Fiscal Review: [Signature]

*R. DeRosa,
MGR., F&MO,
OFMB 7/24/23*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/26/2023
OFMB

[Signature] 7/31/23
Contract Development and Control

B. Legal Sufficiency: [Signature] 7/26
[Signature] 8/2/23
 Assistant County Attorney

C. Other Department Review: Public Safety/Animal Care & Control

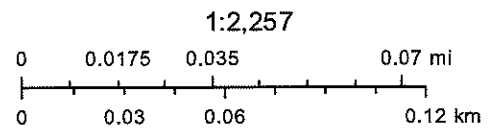
[Signature]
Digitally signed by [Signature]
 Date: 2023.07.19 10:28:40 -0700
 Department Director

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

LOCATION MAP



July 12, 2023



ATTACHMENT #1

Attachment #2
Budget Transfer
(1 @ 1 page)

23-0825

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER**

Fund: 0001 GENERAL FUND

BGEX 070623*1502

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 7/6/2023	REMAINING BALANCE
<u>EXPENDITURES</u>								
0001/820/9100-9204	Tr To Public Bldg Imprv Fd 3804	28,135,000	28,135,000	4,200,100	0	32,335,100	28,135,000	4,200,100
0001/820/9900-9901	Contingency Reserves	20,000,000	20,426,600		4,200,100	16,226,500	0	16,226,500
Total Appropriations & Expenditures				4,200,100	4,200,100			

Signatures & Dates

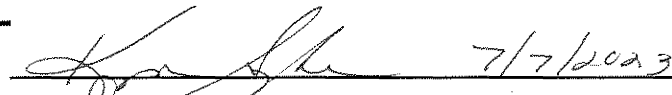
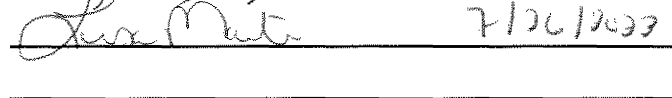
**By Board of County Commissioners
At Meeting of**

Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

**Deputy Clerk to the
Board of County Commissioners**

Attachment #3
Budget Amendment
(1 @ 1 page)

23-0826

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

3804 - Public Building Impr Fund

BGRV 070623*534
BGEX 070623*1505

EXPENDED/

ENCUMBERED

7/6/2023

REMAINING

BALANCE

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 7/6/2023	REMAINING BALANCE
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REVENUES

3804/800/9100/8000	Tr Fr General Fund Fd 0001	28,135,000	28,135,000	4,200,100		32,335,100		
	Total Receipts and Balances	114,194,801	113,923,418	4,200,100	0	118,123,518		



EXPENDITURES

3804/411/B772/6101	Land *Sobj	0	0	4,200,100		4,200,100	0	4,200,100
	Total Appropriations & Expenditures	114,194,801	113,923,418	4,200,100	0	118,123,518		

**INITIATING DEPARTMENT/DIVISION
Facilities Development & Operations
Administration/Budget Department Approval
OFMB Department - Posted**

Signatures

Date

	7/24/2023
	7/26/2023

**By Board of County Commissioners
At Meeting of**

**Deputy Clerk to the
Board of County Commissioners**

Attachment #4
Agreement for Purchase and Sale (with Exhibits A through E)
(2 @ 23 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

**LEONIDAS ALFARO
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, (hereinafter referred to as the "County") and LEONIDAS ALFARO, a single man (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"** - immediately available US funds by 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 forty-five (45) 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"** - none together with all additional items of personal property located upon the Real Property at Closing. 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 Four Million Two Hundred Thousand Dollars and no/100 (\$4,200,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property 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 To the best of Seller's knowledge, there is no litigation, investigation, or proceeding pending, or threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

4.4 To the best of Seller's knowledge, there are no judicial or administrative actions, suits, or judgments affecting the Property pending, or 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 Seller has received no notice and has no knowledge of any 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 Seller has received no notice and has no knowledge of any 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. Seller cannot confirm or deny if Seller's Tenant's used the Property for the handling, storage, transportation or disposal of hazardous materials.

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.

5.1 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.

5.2 County hereby acknowledges and agrees that, except as otherwise expressly provided in this Agreement and/or the closing documents to be delivered by Seller at Closing: (a) Seller has made and shall make no representation or warranty to County,

either express or implied, regarding the condition, operability, safety, merchantability, fitness for intended purpose, use, development potential, economic feasibility or any other matter whatsoever with respect to the Property; (b) Seller shall sell and County shall purchase the Subject Property on an "AS IS", "WHERE IS" basis; and (c) County is an experienced property owner and is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller as to any matters concerning the Property, without limitation, any matters relating to: (i) the quality, nature, adequacy, or physical condition of the Property; (ii) the development potential, income potential, or expenses of the Property; (iii) the Property's value, use, habitability, or merchantability; (iv) the fitness, suitability, or adequacy of the Property for any particular use or purpose; or (v) any other matter or matters of any nature or kind whatsoever relating to the Property.

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 Old Republic 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.

County shall have ten (10) days after receipt of the Commitment or until the end of the Inspection Period, whichever is later, in which to notify Seller of any objections County has to any matters shown or referred to in the Commitment. Seller shall have ten (10) days following receipt of such notice from County within which to give written notice to County concerning whether Seller will elect to cure the matter(s) set forth in the County's notice. If Seller elects to cure, Seller shall cure the matter(s) set forth in County's notice as soon as reasonably practicable but no later than Closing. Notwithstanding the foregoing, on or before Closing, (A) Seller shall be obligated to cure any matters shown in the Commitment that are (i) monetary liens or encumbrances, such as mortgages or construction liens, or (ii) any matters created or caused by Seller on or after the Effective Date, and (B) Seller shall cause all open or expired permits pertaining to the Property to be closed out, any code violations pertaining to the Property to be cured, closed out and otherwise removed as an encumbrance from the Property, and any notices of commencement pertaining to the Property to be terminated ("**Unpermitted Exceptions**"). In the event that any update to the Commitment discloses a new matter affecting title, County may object to such new matter by written notice to Seller within 10 business days' after County is first notified of such matter, and the time periods set forth above for Seller's election to cure and completion of cure shall apply to any new matters identified in such supplemental objection notice. If Seller elects not to cure any matter, then County may, at its option, terminate this Agreement or waive the objection to such matter. Any title encumbrances or exceptions which are referred to in the Commitment and to which County does not object or as to which County waives its objection shall be "**Permitted Exceptions**"; provided, however, County shall not be obligated to object to Unpermitted Exceptions and in no event will any Unpermitted Exceptions be deemed Permitted Exceptions. Seller shall satisfy, at or prior to Closing, all of the requirements set forth in the Commitment, including, without limitation, any relating to Seller's authority to convey the Property.

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 fifteen (15) days after expiration of the Inspection Period, 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 ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County,

the following documents, each fully executed and acknowledged as required.

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

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

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

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

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

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

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

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

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

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

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 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) deemed given and received (a) one business day after deposit prepaid with a reputable overnight courier service such as Federal Express, (b) upon personal delivery during regular business hours, or (c) upon transmission by email (if an email address is specified), with a confirmation copy mailed by first-class mail, postage prepaid, addressed to the other party at the address provided herein. 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
Email: PBhogaita@pbcgov.org

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Email: hfalcon@pbcgov.org

15.2 Seller:

Leonidas Alfaro
6684 Country Place Road
West Palm Beach, FL 33411-2640
Email: leostruck@yahoo.com

With a copy to:

Ellie Halperin, Esq.
Halperin Law
1601 Forum Place Suite 500
West Palm Beach, FL 33401
ellie@halperin-law.com

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 commercially reasonable 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 actual 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 commercially reasonable 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 actual 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 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.

36. **COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Seller shall execute by manual means only, unless the County provides otherwise.

37. **TAX DEFERRED EXCHANGE**

37.1 Seller may assign the Agreement to an exchange intermediary for the sole purpose of accomplishing a Tax Deferred Exchange pursuant to Section 1031 of the Internal Revenue Code. Such assignment shall not alter or release Seller from its obligations arising under the Agreement, including, without limitation, the obligation to close upon the date set forth in Section 10.2 above, whether or not the contemplated Tax Deferred Exchange may be or has been accomplished or completed on such date.

37.2 County shall not be obligated to incur any additional expense due to the Tax Deferred Exchange, nor acquire any additional property, nor be obligated to execute any documents or instruments other than those which County typically executes in a standard non-exchange closing. Notwithstanding the foregoing, County agree to cooperate with Seller regarding such exchange to the extent that County determines that County's rights will not be adversely affected thereby, such determination to be made by County in its sole and absolute discretion.

37.3 Seller agrees to indemnify and hold harmless County against any loss or damage suffered by County as a result of County's cooperation with Seller in effecting a Tax Deferred Exchange of the Property.

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: *June 6, 2023*

D Britton
Witness Signature

DORI BRITTON
Print Witness Name

ESM
Witness Signature

Elio Halperin
Print Witness Name

"SELLER"

By: *L Alfaro*
Leonidas Alfaro

Date of Execution by County:
_____, 20__

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

\\pbcgov.org\FDO\Common\PREM\Dev\Open Projects\GG-Animal Care & Control - Expansion Project 2022\P&S Agreement\PS. Leonidas HF approved 4.28.23.docx

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 "A"

LEGAL DESCRIPTION

Parcel 1:

The East 330 feet of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying Northwest of the Florida State Turnpike, LESS AND EXCEPT the North 50 feet thereof and also LESS AND EXCEPT the South 70 feet of the North 120 feet of the East 155 feet thereof.

TOGETHER WITH Grantor's right and title in that portion of Road Right-of-Way lying East of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

Parcel 2:

That portion of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying North and West of Florida State Turnpike right-of-way; and

That portion of 25 foot road right-of-way West of Tract 10 and North and West of Florida State Turnpike right-of-way, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

Parcel 3:

The East 155 feet of the North 120 feet of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, less the North 26.00 foot portion thereof (it being the existing right of way for Lake Worth Drainage District Lateral No. 3);

Together with:

That portion of 25 foot road right-of-way East of the North 120 feet of Tract 1, Block 6, less the North 26.00 foot portion thereof (it being the existing right of way for Lake Worth Drainage District Lateral No. 3), said portion lying North and West of Florida State Turnpike Limited Access Right of Way (a 325 feet Right of Way as now exists), said The Palm Beach Farms Co. Plat No. 3;

Together with:

That portion of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying North and West of Florida State Turnpike Limited Access right-of-way (a 325 feet Right of Way as now exists);

Together with:

That portion of 25 foot road right-of-way lying West of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, said portion lying North and West of Florida State Turnpike Limited Access Right of Way (a 325 feet Right of Way as now exists)

EXHIBIT "B"

PERMITTED EXCEPTIONS

To be determined in accordance with Paragraph 6.

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

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

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AN AGREEMENT FOR PURCHASE AND SALE (the "Agreement"), dated _____ (Resolution No. _____), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and Leonidas Alfaro, a single man, with an address of 6684 Country Place Road, West Palm Beach, FL 33411-2640, ("Seller").

WITNESSETH:

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

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

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

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

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

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

COUNTY:

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Department Director

Date of Execution by Seller:

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

_____, 20__

Witness Signature

“SELLER”

Print Name

By: _____
Leonidas Alfaro

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 _____, 20__
by Leonidas Alfaro, () who is personally known to me OR () who produced
_____ as identification and who (X) did () did not
take an oath.

Notary Public

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

Commission Number
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:

The East 330 feet of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying Northwest of the Florida State Turnpike, LESS AND EXCEPT the North 50 feet thereof and also LESS AND EXCEPT the South 70 feet of the North 120 feet of the East 155 feet thereof.

TOGETHER WITH Grantor's right and title in that portion of Road Right-of-Way lying East of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

Parcel 2:

That portion of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying North and West of Florida State Turnpike right-of-way; and

That portion of 25 foot road right-of-way West of Tract 10 and North and West of Florida State Turnpike right-of-way, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

Parcel 3:

The East 155 feet of the North 120 feet of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, less the North 26.00 foot portion thereof (it being the existing right of way for Lake Worth Drainage District Lateral No. 3);

Together with:

That portion of 25 foot road right-of-way East of the North 120 feet of Tract 1, Block 6, less the North 26.00 foot portion thereof (it being the existing right of way for Lake Worth Drainage District Lateral No. 3), said portion lying North and West of Florida State Turnpike Limited Access Right of Way (a 325 feet Right of Way as now exists), said The Palm Beach Farms Co. Plat No. 3;

Together with:

That portion of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying North and West of Florida State Turnpike Limited Access right-of-way (a 325 feet Right of Way as now exists);

Together with:

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EXHIBIT "D"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS

Intentionally deleted. Seller is an individual and is exempt from Section 286.23 of the Florida Statutes.

EXHIBIT "E"

RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE

N/A

Attachment #5
Memorandum of Agreement (with Exhibit A)
(1 @ 4 pages)

MEMORANDUM OF AGREEMENT

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

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AN AGREEMENT FOR PURCHASE AND SALE (the "Agreement"), dated _____ (Resolution No. _____), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and Leonidas Alfaro, a single man, with an address of 6684 Country Place Road, West Palm Beach, FL 33411-2640, ("Seller").

WITNESSETH:

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

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

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

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

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

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

COUNTY:

ATTEST:

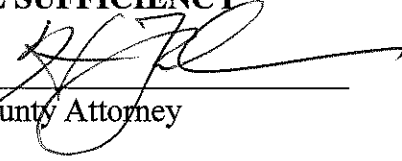
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

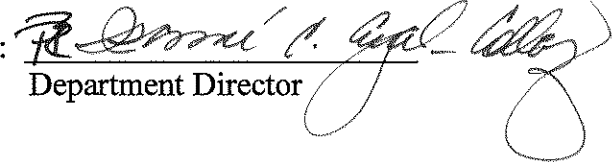
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

Date of Execution by Seller:

June 6, 2023

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

[Signature]
Witness Signature

DORI BRITTON
Print Name

[Signature]
Witness Signature

Ellie Halperin
Print Name

"SELLER"

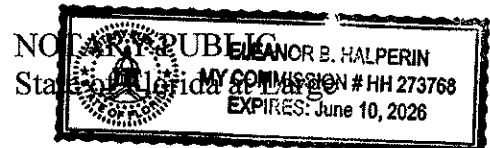
By: [Signature]
Leonidas Alfaro

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 6th day of June, 2023 by Leonidas Alfaro, () who is personally known to me OR () who produced _____ as identification and who () did () did not take an oath.

[Signature]
Notary Public

Print Notary Name



Commission Number _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:

The East 330 feet of Tract 1, Block 6, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying Northwest of the Florida State Turnpike, LESS AND EXCEPT the North 50 feet thereof and also LESS AND EXCEPT the South 70 feet of the North 120 feet of the East 155 feet thereof.

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Parcel 2:

That portion of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying North and West of Florida State Turnpike right-of-way; and

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Parcel 3:

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Together with:

That portion of 25 foot road right-of-way East of the North 120 feet of Tract 1, Block 6, less the North 26.00 foot portion thereof (it being the existing right of way for Lake Worth Drainage District Lateral No. 3), said portion lying North and West of Florida State Turnpike Limited Access Right of Way (a 325 feet Right of Way as now exists), said The Palm Beach Farms Co. Plat No. 3;

Together with:

That portion of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, lying North and West of Florida State Turnpike Limited Access right-of-way (a 325 feet Right of Way as now exists);

Together with:

That portion of 25 foot road right-of-way lying West of Tract 10, Block 5, The Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida, said portion lying North and West of Florida State Turnpike Limited Access Right of Way (a 325 feet Right of Way as now exists)

Attachment #6
Budget Availability Statement
(1 @ 1 page)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/14/2023

REQUESTED BY: Ben Williamson

PHONE: 561 233-0272

PROJECT TITLE: Animal Care and Control Expansion Parcels – Belvedere Road Project # 2023-1.003

ORIGINAL CONTRACT AMOUNT: \$4,200,000

BCC RESOLUTION#:

REQUESTED AMOUNT: \$4,200,100

DATE: 6/14/2023

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Funding to acquire Leonidas Alfaro’s parcels is \$4,200,100.00. On the BCC April 18, 2023 (5H-1), the Board of County Commissioners authorized staff to negotiate for the acquisition of the subject property. The three parcels are located on the eastern side of the Animal Care and Control property located on Belvedere Road and would provide a good expansion area for the overall operations. Approval of the Purchase and Sale Agreement is pending.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$4,200,100.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$4,200,100.00

* 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: 3804 DEPT: 411 UNIT: B772 OBJ: 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: FJ40

BAS APPROVED BY: [Signature]

DATE 6/29/2023

ENCUMBRANCE NUMBER: _____

Ben Williamson

From: Ellie Halperin <ellie@halperin-law.com>
Sent: Friday, June 23, 2023 12:33 PM
To: Ben Williamson
Subject: RE: Alfaro Property - Belvedere Road - HF approved version pending legals is attached. Requested revision attached. Please confirm all is correct & okay to resend to HF. Thank you!

This Message Is From an External Sender

This message came from outside your organization.

Yes, this is fine.

From: Ben Williamson <BLwillia@pbcgov.org>
Sent: Friday, June 23, 2023 12:13 PM
To: Ellie Halperin <ellie@halperin-law.com>
Subject: RE: Alfaro Property - Belvedere Road - HF approved version pending legals is attached. Requested revision attached. Please confirm all is correct & okay to resend to HF. Thank you!

Ellie:
Good afternoon. See attached. I need your approval to add the dates to the pages as noted on the attachments. Let me know if adding dates as noted to both executed Agreement for Purchase and Sale and the Memorandum of Agreement is acceptable.

Regards,
Ben

From: Ben Williamson
Sent: Wednesday, June 7, 2023 3:18 PM
To: Ellie Halperin <ellie@halperin-law.com>
Subject: RE: Alfaro Property - Belvedere Road - HF approved version pending legals is attached. Requested revision attached. Please confirm all is correct & okay to resend to HF. Thank you!

Okay, I will send someone by between 10 to 12. Thanks!

From: Ellie Halperin <ellie@halperin-law.com>
Sent: Wednesday, June 7, 2023 3:16 PM
To: Ben Williamson <BLwillia@pbcgov.org>
Subject: RE: Alfaro Property - Belvedere Road - HF approved version pending legals is attached. Requested revision attached. Please confirm all is correct & okay to resend to HF. Thank you!

This Message Is From an External Sender

This message came from outside your organization.

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:

D Britton

Witness Signature

DORI BRITTON

Print Witness Name

[Signature]

Witness Signature

Ellie Halpern

Print Witness Name

[Empty oval]

"SELLER"

By: L. Alfaro
Leonidas Alfaro

add
June 6, 2023

Agreement for Purchase and Sale

#12

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:

[Redacted date box]

[Signature]
Witness Signature

DORI BRITTON
Print Witness Name

[Signature]
Witness Signature

Elio Halperin
Print Witness Name

"SELLER"

By: [Signature]
Leonidas Alfaro



add
June 6, 2023

Memorandum
of
Agreement

Date of Execution by Seller:

June 6 2022

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

[Signature]
Witness Signature

DORI BRITTON
Print Name

[Signature]
Witness Signature

Ellie Halperin
Print Name

"SELLER"

By: [Signature]
Leonidas Alfaro

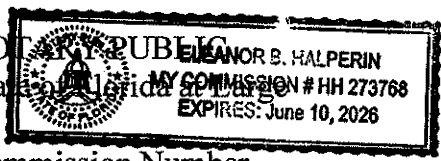
2022
Add 11 3
for
2023

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 6th day of June, 2023
by Leonidas Alfaro, () who is personally known to me OR () who produced
_____ as identification and who (X) did () did not
take an oath.

[Signature]
Notary Public

Print Notary Name



Commission Number _____
My Commission Expires: _____