

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 1, 2026	☐ Consent	☒ 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 with Ava W. Pence and Kenneth W. Pence, husband and wife, for the acquisition of a property consisting of approximately 1.11 acres parcel improved with a 2,177 sq. ft. single family residence located at 6557 Donald Ross Road in unincorporated Palm Beach County (Property), for the purposes of constructing a future Fire Station, at a purchase price of \$1,088,710 plus closing costs estimated to be \$350;
- B) a Memorandum of Agreement with Ava W. Pence and Kenneth W. Pence, to be recorded in the public records to provide notice of this Agreement; and
- C) a Budget Transfer of \$1,150,000 within the Fire Rescue Improvement Fund to fund the acquisition of property from Reserves.

Summary: In August 2023, the Town of Jupiter (Jupiter) voted to establish its own EMS and Fire Rescue Service and terminate the Interlocal Agreement for Fire Protection and EMS Services (ILA) with Palm Beach County, effective midnight September 30, 2026. Pursuant to the ILA, Jupiter holds reversionary and re-entry rights over Fire Station 16 should the County cease to provide fire rescue services to Jupiter. As a result of Jupiter's decisions, Fire Station 16, located within the municipal boundaries of Jupiter, will revert to the town. This station currently serves the residents of Jupiter and unincorporated Palm Beach County primarily located west of Interstate 95. Staff has been searching for alternate locations for a fire station that is strategically located to provide timely and effective continued service to those residents in unincorporated Palm Beach County currently being serviced by Fire Station 16. Due to the nature of services Fire Rescue provides, staff was constrained within certain geographic boundaries. While a number of properties were explored, the same were not pursued due to a variety of reasons (e.g. availability, access issues, price). This led staff to pursue other creative options such as exploring single-family homes which may be retrofitted as a fire station. The subject Property became available and met the geographic criteria for service. Two (2) appraisals were obtained from Callaway and Price, Inc. and Anderson and Carr, valuing the Property at \$1,075,000 and \$1,040,000, respectively, with an average appraised value of \$1,057,500. The Seller agreed to a purchase price of \$1,088,710. In addition to the purchase price, closing costs for the County are estimated to be \$350. **This acquisition must be approved by a supermajority vote (5 Commissioners). (Property & Real Estate Management) District 1 (ZQ)**

Background and Policy Issues: The Property is a single-family residence consisting of 2,177 sq. ft. home which sits on a 1.11 acres parcel. The Property is immediately adjacent to the property located at 6519 Donald Ross Road (the Maki parcel), the purchase of which was approved by the Board of County Commissioners (BCC) on July 22, 2025 (R2025-2018) for the purpose of emergency conversion to a temporary fire station. The acquisition of the Property affords adequate land acreage for the construction of a permanent fire station while fire rescue services are provided from the temporary facility on the Maki parcel. The Agreement provides for an inspection period of 45 days. County is also responsible for recording fees associated with recording the deed for this conveyance.

Attachments:

- 1. Location Map
- 2. Agreement for Purchase and Sale
- 3. Memorandum of Agreement
- 4. Budget Transfer
- 5. Budget Availability Statement

Recommended By:  Department Director	7/30/26 Date
Approved By:  Chief Deputy County Administrator	8/7/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$1,150,000				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,150,000				
# 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

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

Budget Account No: Fund 3700 Dept 441 Unit F189 Object 6101 \$701,500
6201 \$448,500

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

The Budget Transfer totals \$1,150,000 for the purposes of constructing a future Fire Station at a purchase price of \$1,088,710, closing cost of \$350, and contingency funding of \$60,940.

Fixed Assets Number: M10295 (Land)

Fixed Assets Number: H10099 (Building)

PCN Number: 00-42-41-22-00-000-7320

Angelo DiPierro

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Asst Dir 8/3/26
OFMB Q3 8/3/26
AKF 8/3 8/3/26

Theresa Mack 8/3/26
Contract Development and Control
26 8.3.26

B. Legal Sufficiency:

Gene Dwyer
Assistant County Attorney 8/4/26

C. Other Department Review:

[Signature]
Department Director

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

LOCATION MAP



PCN(s):
00-42-41-22-00-000-7320

District:
1

Acres:
1.11

Site Ownership:
AVA W. PENCE & KENNETH W. PENCE

Address:
6557 DONALD ROSS ROAD
PALM BEACH GARDENS, FL
33418

Zoning:
AR

As of 7/10/2026



Street View of the S side of 6557 Donald Ross Road



Pictometry View of 6557 Donald Ross Road

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definition of legal boundary. The Property and Real Estate Management Division does not accept responsibility for damages experienced as a result of using, modifying, contributing or distributing the enclosed material.

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

**AVA W. PENCE AND KENNETH W. PENCE,
husband and wife**

as Seller

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and AVA W. PENCE and KENNETH W. PENCE, husband and wife, whose post office address is 6557 Donald Ross Road, Palm Beach Gardens 33418 (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 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"** - 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 One Million Eighty-Eight Thousand Seven Hundred Ten Dollars (\$1,088,710).

- 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 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.
- 4.4 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.
- 4.5 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

- 4.6 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County the Seller's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23, Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner required by Section 15 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event Seller is an individual, Seller is exempt from this provision.
- 4.7 There are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.
- 4.8 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.
- 4.9 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid and binding obligations of Seller.
- 4.10 There are no service contracts affecting the Property which will survive Closing.
- 4.11 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing, in accordance with Section 12 hereof, for the year of Closing and all prior years.
- 4.12 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.
- 4.13 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.
- 4.14 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.
- 4.15 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of

hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

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

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

6. **EVIDENCE OF TITLE.**

- 6.1 Within fifteen (15) days after the Effective Date of this Agreement, the Seller shall deliver to the County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by Guaranteed Florida Title, Escrow & Abstract, Inc, 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 Seller.

The County shall have until the later of ten (10) days after receipt from the Seller of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which 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 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.** Seller shall be responsible for preparation of all closing documents. Seller shall submit copies of same to County no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.
- 10.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.
- 10.3.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County. In the event Seller is an individual, Seller is exempt from this provision.
- 10.3.3 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.
- 10.3.4 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax

Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to fifteen percent (15%) 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 Palm Beach County Tax Collector pursuant to Section 196.295, Florida Statutes, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

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

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

14 **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction other than Zachary Schmidt, Compass Florida LLC ("Broker") and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any other real estate broker, salesman, agent or finder claiming to have dealt with Seller. Seller shall provide County with a completed Broker's Release, fully executed by Broker, at Closing. Seller agrees to indemnify, defend, save, and hold County harmless from the claims and demands of Broker. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

15 **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service,

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: Managing Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

With a copy to:

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

15.2 Seller:

Kenneth & Jan Perce
6587 Donald Ross Rd
Palm Beach Gardens, FL 33418

With a copy to:

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 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 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 R2025-0748, 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, 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 **HUMAN TRAFFICKING AFFIDAVIT.** Seller warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Seller has executed Exhibit "F", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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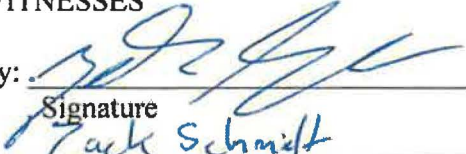
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered
in the presence of:

Date of Execution by Seller:

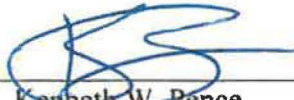
6/23, 2026

WITNESSES

By: 
Signature
Zack Schmidt
Print Name
5370 Donald Ross Rd 936 FL
Address 33418

By: 
Ava W. Pence

By: 
Signature
Alex Wardell
Print Name
5370 Donald Ross Rd
Address

By: 
Kenneth W. Pence

*PURCHASE AND SALE AGREEMENT BETWEEN PALM BEACH COUNTY AND AVA W.
PENCE AND KENNETH W. PENCE, HUSBAND AND WIFE*

Date of Execution by County:

_____, 20____

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Facilities Development
& Operations

SCHEDULE OF EXHIBITS

EXHIBIT "A" -	LEGAL DESCRIPTION
EXHIBIT "B" -	PERMITTED EXCEPTIONS
EXHIBIT "C" -	MEMORANDUM OF AGREEMENT
EXHIBIT "D" -	DISCLOSURE OF BENEFICIAL INTERESTS
EXHIBIT "E" -	RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE
EXHIBIT "F"-	NON-GOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

EXHIBIT "A"
TO AGREEMENT FOR PURCHASE AND SALE

LEGAL DESCRIPTION

PARCEL Z-244: LYING IN SECTION 22, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

BEING THE NORTH 225 FEET OF THE SOUTH 300 FEET OF THE EAST 214 FEET OF A PART OF SAID SECTION 22, THE EAST LINE OF SAID PART BEING AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 22 AND CUTTING THE NORTH LINE OF THE SOUTH 1250 FEET OF SAID SECTION AT A POINT 2262 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE WEST SECTION LINE AS MEASURED ALONG SAID NORTH LINE, AND THE SOUTH LINE OF THE PARCEL DESCRIBED BEING THE NORTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD.

PCN: 00-42-41-22-00-000-7320

**EXHIBIT “B”
TO AGREEMENT FOR PURCHASE AND SALE
PERMITTED EXCEPTIONS**

NONE.

EXHIBIT "C"
TO AGREEMENT FOR PURCHASE AND SALE
MEMORANDUM OF AGREEMENT

Prepared By/Return To:
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411
Attn: Marcel Pessoa, Real Estate Manager

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 AVA W. PENCE and KENNETH W. PENCE, husband and wife, whose post office address is 6557 Donald Ross Road, Palm Beach Gardens 33418, ("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:

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

WITNESSES

By: _____
Signature

Print Name

By: _____
Signature

Print Name

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Facilities Development
& Operations

MEMORANDUM OF AGREEMENT BETWEEN PALM BEACH COUNTY AND AVA W.
PENCE AND KENNETH W. PENCE

Date of Execution by Seller:

Signed and delivered in the presence
of witnesses for Seller:

6/23, 2026

WITNESSES

By:

[Signature]

Signature

Zack Schmidt

Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

By:

[Signature]

Ava W. Pence

By:

[Signature]

Signature

Alexandra Wardell

Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

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 23 day of June, 2026,
by _____ (____) who is personally known to me OR ☒ who
produced license as identification and who (____) did (____) not take an oath.

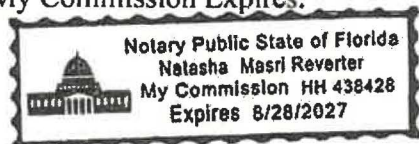
[Signature]
Notary Public

Natasha Maski

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



MEMORANDUM OF AGREEMENT BETWEEN PALM BEACH COUNTY AND AVA W. PENCE AND KENNETH W. PENCE

Date of Execution by Seller:

Signed and delivered in the presence of witnesses for Seller:

6/23, 2026

WITNESSES

By: [Signature]
Signature
Zack Schmitt

Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

By: [Signature]
Kenneth W. Pence

By: [Signature]
Signature
Alexandra Wardell

Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

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 23 day of June, 2026, by license () who is personally known to me OR (☒) who produced license as identification and who () did () not take an oath.

[Signature]
Notary Public
Natasha Masri
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____



EXHIBIT "A"
TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL Z-244: LYING IN SECTION 22, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

BEING THE NORTH 225 FEET OF THE SOUTH 300 FEET OF THE EAST 214 FEET OF A PART OF SAID SECTION 22, THE EAST LINE OF SAID PART BEING AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 22 AND CUTTING THE NORTH LINE OF THE SOUTH 1250 FEET OF SAID SECTION AT A POINT 2262 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE WEST SECTION LINE AS MEASURED ALONG SAID NORTH LINE, AND THE SOUTH LINE OF THE PARCEL DESCRIBED BEING THE NORTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD.

PCN: 00-42-41-22-00-000-7320

**EXHIBIT “D”
TO AGREEMENT FOR PURCHASE AND SALE
SELLER’S DISCLOSURE OF BENEFICIAL INTERESTS**

INTENTIONALLY DELETED.

**EXHIBIT “E”
TO AGREEMENT FOR PURCHASE AND SALE
RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE**

RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE

The undersigned, _____ (“Broker”), the Broker of _____ (“Company”) (hereinafter collectively referred to as “Realtor”), does hereby acknowledge receipt of \$ _____ (____% of Purchase Price) as payment of the real estate brokerage commission due to Realtor in connection with the transaction between Ava W. Pence and Kenneth W. Pence, husband and wife, as Seller, and Palm Beach County, as County, and the subsequent transfer, pursuant to the terms of the Agreement between such parties of the property described in Schedule “A” attached hereto and made a part hereof. Realtor does hereby acknowledge receipt of such payment as full settlement of and hereby releases County from any and all claims relating to real estate commissions, services fees, finders fees, costs and expenses (if any) payable unto or claimable by Broker, Company, its agents, affiliates, officers or employees relating to the transaction.

Dated this _____ day of _____ 20____.

COMPANY

Compass Florida, LLC,
a Delaware limited liability company

BROKER

Zachary Schmidt

By: _____

Print Name

Print Title

**SCHEDULE A
TO RECEIPT OF REAL ESTATE BROKERAGE COMMISSION AND RELEASE**

**PARCEL Z-244: LYING IN SECTION 22, TOWNSHIP 41 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.**

**BEING THE NORTH 225 FEET OF THE SOUTH 300 FEET OF THE EAST 214 FEET
OF A PART OF SAID SECTION 22, THE EAST LINE OF SAID PART BEING AT RIGHT
ANGLES TO THE SOUTH LINE OF SAID SECTION AND CUTTING THE NORTH
LINE OF THE SOUTH 1250 FEET OF SAID SECTION AT A POINT 2262 FEET EAST
OF THE INTERSECTION OF SAID NORTH LINE WITH THE WEST SECTION LINE
AS MEASURED ALONG SAID NORTH LINE, AND THE SOUTH LINE OF THE
PARCEL DESCRIBED BEING THE NORTH RIGHT-OF-WAY LINE OF DONALD
ROSS ROAD.**

PCN: 00-42-41-22-00-000-7320

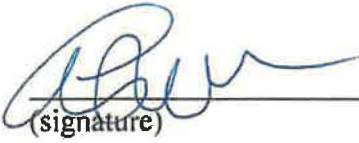
EXHIBIT “F”
TO AGREEMENT FOR PURCHASE AND SALE
NON-GOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Ava W. Pence (Seller), attest that Seller does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature)

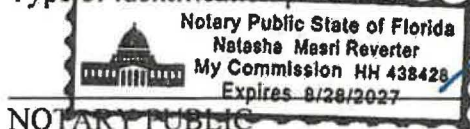

(printed name)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 23 day of June, 2026, by Liane.

Personally known ☐ OR produced identification ☒

Type of identification produced _____



NOTARY PUBLIC

My Commission Expires:

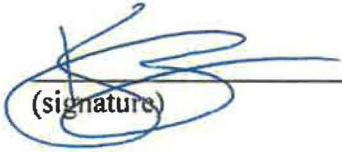
State of Florida at large

(Notary Seal)

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, Kenneth W. Pence (Seller), attest that Seller does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature)

Kenneth Pence
(printed name)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 23 day of June, 2026, by _____.

Personally known ☐ OR produced identification ☒

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)

Prepared By/Return To:
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411
Attn: Marcel Pessoa, Real Estate Manager

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 AVA W. PENCE and KENNETH W. PENCE, husband and wife, whose post office address is 6557 Donald Ross Road, Palm Beach Gardens 33418, ("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.

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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:

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

WITNESSES

By: _____
Signature

Print Name

By: _____
Signature

Print Name

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Facilities Development
& Operations

MEMORANDUM OF AGREEMENT BETWEEN PALM BEACH COUNTY AND AVA W.
PENCE AND KENNETH W. PENCE

Date of Execution by Seller:

Signed and delivered in the presence
of witnesses for Seller:

6/23, 2026

WITNESSES

By:

[Signature]

Signature

Zach Schmidt

Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

By:

[Signature]

Ava W. Pence

By:

[Signature]

Signature

Alexandra Wardell

Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

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 23 day of June, 2026,
by _____ (_____) who is personally known to me OR ☒ who
produced license as identification and who (_____) did (_____) not take an oath.

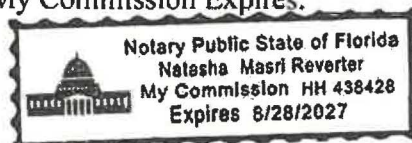
[Signature]
Notary Public

Natasha Maski

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



MEMORANDUM OF AGREEMENT BETWEEN PALM BEACH COUNTY AND AVA W.
PENCE AND KENNETH W. PENCE

Date of Execution by Seller:

Signed and delivered in the presence
of witnesses for Seller:

6/23, 2026

WITNESSES

By: [Signature]
Signature
Zack Schmitt
Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

By: [Signature]
Kenneth W. Pence

By: [Signature]
Signature
Alexandra Wardell
Print Name Address: 5370 Donald Ross Road,
Palm Beach Gardens, FL 33418

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 23 day of June, 2026,
by license () who is personally known to me OR (☒) who
produced license as identification and who () did () not take an oath.

[Signature]
Notary Public
Natasha Masri
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

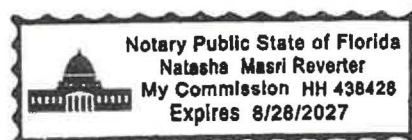


EXHIBIT "A"
TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL Z-244: LYING IN SECTION 22, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

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PCN: 00-42-41-22-00-000-7320

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

BGEX 071026*1712

FUND 3700 - Fire Rescue Improvement

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 7/10/2026	REMAINING BALANCE
EXPENDITURES									
441-F189-6101	Land *Sobj	Fire Station 16A	0	0	1,150,000		1,150,000	0	1,150,000
441-9900-9909	Res-Improvement Program	Fire Rescue Capital Reserves	35,225,180	36,251,068		1,150,000	35,101,068	0	35,101,068
	Total Expenditures				1,150,000	1,150,000			

SIGNATURESDATES

7/10/2026

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 18-Aug-26

Deputy Clerk to the Board of County Commissioners

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: July 9, 2026 REQUESTED BY: Tiffany Sanchez PHONE: 561-233-0392

PROJECT TITLE: FS16A-Acquisition from Pence
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$1,089,060.00

DATE:

eFDO #:

CSA or CHANGE ORDER NUMBER:

LOCATION: 6557 Donald Ross Road, Palm Beach Gardens

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

Acquisition of a single-family home to be retrofitted as a Fire Station. Purchase Price is \$1,088,⁷¹⁰~~500~~ plus closing costs estimated to be \$350. PCN: 00-42-41-22-00-000-7320

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
OTHER/ACQUISITION	\$1,089,060.00
TOTAL	\$1,089,060.00

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

FUND: 3700 DEPT: 441 UNIT: F189 OBJ: 6101- \$ 664,326.60
6201 - \$ 424,733.40

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: Fire Rescue

BAS APPROVED BY: [Signature]

DATE 7/14/26

ENCUMBRANCE NUMBER: _____

Property Detail -

Parcel Control Number : 00-42-41-22-00-000-7320

Owners : PENCE AVA W &
PENCE KENNETH W

Mailing Address : 6557 DONALD ROSS RD
PALM BEACH GARDENS FL 33418 7204

Location Address : 6557 DONALD ROSS RD

Book/Page : 27517 / 337

Sale Date : 04/27/2015

Legal Description : 22-41-42, N 225 FT OF S 300 FTOF E 214 FT OF W 2262 FT AS MEAS ALG N LI OF S 1250 FT OF SEC IN OR2747P1107 A/K/A Z-244

Property Use Code : 0100—SINGLE FAMILY

Zoning : AR—AGRICULTURAL RESIDENTIAL (00-UNINCORPORATED)

Total Square Feet : 3048

Acres : 1.11

Building Details

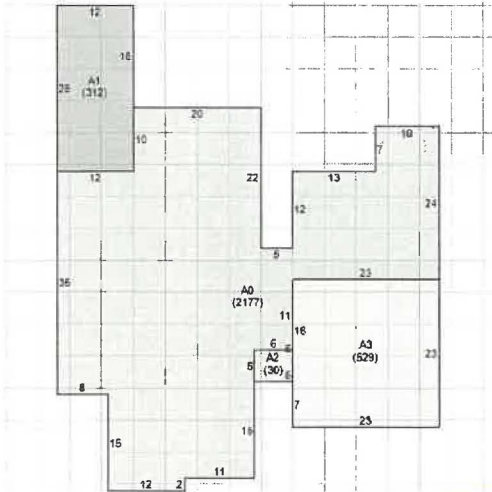
Subarea and Square Footage for Building 1

Description	square Footage
BAS Base Area	2177
FOP Finished Open Porch	30
FOP Finished Open Porch	312
FGR Finished Garage	529
Total Square Footage	3048
Area Under Air	2177

Property Extra Feature

Description	Year Built	Units
Pool - In-Ground	1981	1

Sketch for Building 1



Structural Element for Building 1

Bldg Type	SFR
Exterior Wall 1	WSF: WOOD SIDING
Year Built	1980
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC
Bed Rooms	3
Full Baths	2
Half Baths	0
Exterior Wall 2	NONE
Roof Structure	GABLE/HIP
Roof Cover	ASPHALT/COMPOSITIO
Interior Wall 1	DRYWALL
Interior Wall 2	N/A
Floor Type 1	HARDWOOD
Floor Type 2	N/A
Stories	1



Tax Year	2025		
Improvement Value	\$266,516		
Land Value	\$416,250	AD VALOREM	\$5,005
Total Market Value	\$682,766	NON AD VALOREM	\$1,638
Assessed Value	\$347,117	TOTAL TAX	\$6,643
Exemption Amount	\$50,722		
Taxable Value	\$296,395		