

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 2019 Consent Regular
 Ordinance Public Hearing

Department: Department of Housing and Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** the Contract for Sale and Purchase form for use in conjunction with the sale of affordable and workforce housing units acquired by the County; **B)** acceptance of deposits and sales proceeds from homebuyers; and **C)** delegation of authority to the County Administrator, or designee, to execute all documents related to the sale of the aforesaid housing units.

Summary: Staff recommends the Board of County Commissioners' (BCC) approval of the Contract for Sale and Purchase form for use in conjunction with the sale of affordable and workforce housing units acquired by the County and acceptance of deposits and sales proceeds from homebuyers. In June of 2019, the County acquired six (6) units from Lennar Homes, LLC, in the Silverwood Estates development, and is currently in the process of selling those units to qualified buyers as part of the Workforce Housing Program (WHP) Financial Assistance Strategy. If approved, this sales contract form will be used as the agreement for those sales. The funds received by the County resulting from the sale of these units will be returned to the Workforce Housing Trust Funds. Additionally, the County also receives properties via foreclosure or escheatment. When sold the Department of Housing and Economic Sustainability (DHES) would use the same sales contract, using the appropriate housing program language. Countywide (HJF)

Background and Policy Issues: The WHP was established in 2006 (Ord 2006-055) to encourage the development of workforce housing for households in low, moderate and middle-income groups. The WHP offers an in-lieu payment option whereby developers who opt out of constructing workforce housing units make payments for each for-sale unit or rental unit. In-lieu payments are deposited into the Workforce Housing Trust Fund created to benefit households with incomes ranging from 60% to 140% of Area Median Income. The WHP was created in response to the lack of affordable housing opportunities for persons employed in Palm Beach County in jobs that residents rely upon to make the community viable.

Attachment(s):

- 1. Contract for Sale and Purchase

Recommended By: Jonathan Brown 9/5/19
 Department Director Date

Approved By: _____
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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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 _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

No fiscal impact

C. Departmental Fiscal Review:



 Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

_____ OFMB

_____ Contract Development and Control

B. Legal Sufficiency:

_____ Assistant County Attorney

C. Other Department Review:

_____ Department Director

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made on _____, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

ADDRESS: Property and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605

BUYER: _____
NAME (as you want it to appear on deed)

BUYER: _____
NAME (as you want it to appear on deed)

ADDRESS: _____

1. **AGREEMENT TO SELL:** Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. **PURCHASE PRICE:** The purchase price of the Property shall be _____ (\$ _____) and shall be paid in the form of a cashier's check or wire transfer, payable to Palm Beach County in the following manner:

A. **Deposit:** Buyer deposits herewith: _____ (\$ _____) representing _____ percent (____%) of the total purchase price as earnest money made payable to Palm Beach County.

B. **Balance:** The balance of the purchase price in the amount of _____ (\$ _____) shall be payable at closing by locally drawn cashier's check, or wire transfer, subject to proration as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing.

3. **CLOSING:** This Agreement shall be closed and the deed delivered within 45 days of the Effective Date of this Agreement. The following are additional details of closing:

A. **Time and Place:** The closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.

B. **Conveyance:** At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties, other than those specifically identified in Exhibit "E", or representations of any kind whatsoever.

Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

C: Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale.

D: Title Commitment and Insurance: At least 10 days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance shall be obtained by the Seller and delivered to Buyer. The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's Policy and Charges") shall be paid by the Seller.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes and Homeowners Association Fees if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. CONDITION OF THE PROPERTY: the Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties, other than those identified in Exhibit "E", or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "C" attesting to said waiver and release.

6. BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer'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 Buyer. Buyer warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer 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 Buyer is an individual, Buyer is exempt from this provision.

7. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property

from and after the date of execution of this Agreement by the Buyer.

8. **DEFAULT:** If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, may be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the Buyer may elect i) to have the deposit returned to Buyer, or ii) Buyer may seek specific performance. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

9. **SUCCESSORS:** Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

10. **RECORDING:** In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

11. **ASSIGNMENT:** This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

12. **TIME OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.

13. **AMENDMENTS:** This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

14. **SURVIVAL:** The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

15. **BROKERS & COMMISSIONS:** Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

16. **NOTICES:** All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

17. **CHOICE OF LAW AND CONSTRUCTION:** 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. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

18. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Agreement.

20. 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 Seller or employees of Seller or Buyer.

21. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

22. 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.

23. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

24. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Buyer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

25. DISCLOSURES

A. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 and radon testing may be obtained from your county health department.

B. **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

C. **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional

D. **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal 188 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, falling which Buyer accepts existing elevation of buildings and flood zone designation of the Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.

E. **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

F. **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

G. **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** Buyer should not execute this contract until buyer has received and read the Homeowner's Association/Community disclosure, if applicable.

H. **PROPERTY TAX DISCLOSURE SUMMARY:** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the Property that could result in higher property taxes. If you have any questions concerning valuation, contact the Palm Beach County Property Appraiser's office for information.

I. **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller shall comply with FIRPTA, which may

require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

J. SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental, or safety code violation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed, sealed and delivered
in the presence of:

Date of Execution by Buyer:
_____, 20__

(Witness)

By: _____

(Print name)

NAME: _____

(Witness)

TITLE: _____

(Print name)

ATTEST:

Date of Execution by County:
_____, 20__

Signed and delivered
in the presence of:

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

Witness Signature

By: _____
Verdenia C. Baker
County Administrator

Print Witness Name

Witness Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Department Director

EXHIBIT "A"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

LEGAL DESCRIPTION

EXHIBIT "B"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

COUNTY DEED

EXHIBIT "C"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

AS-IS ACKNOWLEDGMENT

EXHIBIT “D”
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

DISCLOSURE OF BENEFICIAL INTERESTS

EXHIBIT "E"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

SPECIAL ADDENDUM

THIS SPECIAL ADDENDUM (this "Special Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") entered into _____, 2019 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Buyer"), for the Property legally described in the Agreement (the "Property") in the community known as Silverwood Estates (the "Community").

1. **DEFINED TERMS.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Special Addendum to the Agreement shall be deemed to include references to this Special Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **ADDITIONAL DISCLOSURES.**

DISCLOSURE SUMMARY FOR SILVERWOOD ESTATES

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$130.13 PER MONTH. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$N/A PER N/A.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$N/A PER N/A.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

2.1 **Disclosure Summary.** Buyer understands that Buyer should not execute the Agreement until Buyer has received and read the above disclosure summary which is required by Section 720.401, Florida Statutes. BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES. IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER BEFORE EXECUTING THIS AGREEMENT (CONTRACT FOR SALE), THIS AGREEMENT (CONTRACT) IS VOIDABLE BY BUYER BY DELIVERING TO COUNTY OR COUNTY'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS AGREEMENT (CONTRACT) SHALL TERMINATE AT CLOSING.

2.2 **Gated and Non-Gated Entries.** The Community's main entrance is on Silverwood Drive, which connects to Hypoluxo Road along its northern border. The proposed guardhouse and gated entry feature is located in the vicinity of the main entrance. Certain homes that are located within the gated portion of the Community will have vehicular access through the gated entry. The Property is located outside the gated portion of the Community along its northern boundary and will not have vehicular access through the gated entry. The Property will only have pedestrian access to the Community's amenities and recreational facilities.

2.3 **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, Lennar Homes, LLC ("Builder") represented to the County that the insulation that was installed in the Property where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Exterior Walls	Insulative Foil	N/A	R-4.1
Ceilings	Fiberglass	12 inches	R-30
Garage A/C Ceiling	Fiberglass	3.5 inches	R-11
Garage Roof	Fiberglass	5.5 inches	R-19

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Property. The U.S. Department of Health and Human Services ("**HHS**") has listed fiberglass

as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

2.4 **Warranties.** COUNTY MAKES NO REPRESENTATION OR WARRANTY CONCERNING GEOLOGICAL OR ENVIRONMENTAL MATTERS SUCH AS RADON GAS, BURIED DEBRIS (UNLESS SUCH DEBRIS WAS BURIED BY COUNTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS), UNDERGROUND SPRINGS, SINKHOLES, KARSTS, SUBSIDENCE, CAVITIES, MINESHAFTS OR OTHER SUBSURFACE ANOMALIES. Upon Closing, County shall assign to Buyer the homeowner's warranty given to County by Lennar, Inc. at the time of County's purchase of the Property, and deliver all manufactures' warranties, if any, covering the consumer products (if any) to be conveyed to Buyer hereunder, provided, however, COUNTY SHALL NOT THEREBY BE DEEMED TO WARRANT THE IMPROVEMENTS CONSTRUCTED UPON THE PROPERTY OR ANY SUCH CONSUMER PRODUCT OR TO ASSUME ANY LIABILITY FOR ANY SUCH MANUFACTURERS' WARRANTY THEREOF.

2.5 **Disclaimer of Warranties.** BUYER AGREES AND ACKNOWLEDGES THAT EXCEPT THE WARRANTIES AS ASSIGNED BY COUNTY TO BUYER : (I) BUYER SHALL PURCHASE AND ACQUIRE THE PROPERTY IN ITS "AS-IS/WHERE IS" CONDITION, WITH ANY AND ALL FAULTS, AND BASED SOLELY ON BUYER'S OWN INSPECTIONS, WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND (II) NEITHER COUNTY NOR ANY AGENT OF COUNTY HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

2.6 **Property Tax Disclosure.** Pursuant to Section 689.261 of the Florida Statutes, County provides the following notice: THE BUYER SHOULD NOT RELY ON THE COUNTY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

2.7 **Florida Homeowners' Construction Recovery Fund.** Pursuant to Section 489.1425 of the Florida Statutes, County provides the following notice. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 N. MONROE ST., SUITE 60, TALLAHASSEE, FLORIDA 32399-2215.

2.8 **Energy Rating; Energy Performance Level Display Card.** Pursuant to Section 553.996 of the Florida Statutes, Buyer may request that County cause a State Certified Energy Rater to perform an energy efficiency rating on the Property. Buyer hereby releases

County from any responsibility or liability for the accuracy or level of the rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer approving the rating, that the rating is solely for Buyer's own information and that Buyer will pay the total cost of the rating. At the written request of Buyer, County shall provide Buyer with an Energy Performance Level ("EPL") Display Card by way of Addendum to this Agreement pursuant to Section 553.9085 of the Florida Statutes.

3. **CONFLICTS**. In the event of any conflict between this Special Addendum and the Agreement, this Special Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

4. **ENTIRE AGREEMENT**. The Agreement, together with this Special Addendum and any other addenda, exhibits and riders to the Agreement, contains the entire agreement between Buyer and County concerning the matters set forth herein. No addition or modification of this Special Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of County.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Special Addendum 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 Buyer:

_____, 20__

(Witness)

By: _____

(Print name)

NAME: _____

(Witness)

(Print name)

ATTEST:

Date of Execution by County:

_____, 20__

Signed and delivered
in the presence of:

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

Witness Signature

By: _____

Print Witness Name

Verdenia C. Baker
County Administrator

Witness Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Department Director