

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> June 11, 2024	[ ]	Consent	[ X ]	Regular
	[ ]	Workshop	[ ]	Public Hearing

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**Submitted By:** Department of Airports

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Agreement for Purchase and Sale (Agreement) of approximately 9,964 square feet (0.23 acres) of unimproved land referred to as PBI Parcel No. W-11 (Parcel W-11), located at 4597 Oxford Street, West Palm Beach, west of the Palm Beach International Airport (PBI) from Eligio LLC (Eligio), for \$265,000 plus closing, title insurance, documentary stamps, recording and survey costs estimated at \$5,000.

**Summary:** The Agreement provides for the purchase of Parcel W-11, which is a vacant residential parcel within the Runway 10L/28R runway protection zone (RPZ) at PBI, consisting of approximately 9,964 square feet (0.23 acres) of unimproved land. Parcel W-11 was appraised by Anderson & Carr, Inc. in February, 2024, for \$265,000 and the purchase price is equal to the current appraised value. The unadjusted range of comparable sales used in determining the appraised value of Parcel W-11 range from \$25.27 to \$31.99 per square foot of land area, which the appraiser adjusted to \$23.52 to \$28.80 per square foot, and concluded a market value of \$26.50 per square foot, or \$265,000 via the sales comparison approach. Closing costs are estimated to be approximately \$5,000, including closing, title insurance, documentary stamps, recording and survey costs. All purchases, sales and exchanges of real estate must be approved by a supermajority vote (5 Commissioners) pursuant to Article VI, Section 22-106 of the Palm Beach County Code. **Countywide (HJF)**

**Background and Policy Issues:** The RPZ is trapezoidal in shape and centered on the extended runway centerline. The function of the RPZ is to enhance the protection of people and property on the ground. Purchasing Parcel W-11 will ensure the property remains clear of incompatible objects and activities, including residential uses. Parcel W-11 is one of just a handful of private properties remaining within the RPZ. Efforts to acquire Parcel W-11 have been made since at least 1997, but were unsuccessful for various reasons, including outstanding liens and other title matters. Eligio has provided a current title insurance commitment that shows these title concerns have been resolved. Eligio is a Florida limited liability company. Eligio has provided a disclosure of beneficial interests, pursuant to Section 286.23, Florida Statutes, indicating that Ruben Jaen holds 100% of the beneficial interest in the LLC.

**Attachments:**

- 1. Agreement (3)

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<b>Recommended By:</b> <u><i>Laura Bube</i></u>	<u>5/14/24</u>
Department Director	Date

<b>Approved By:</b> <u><i>Danni C. Ayub Abbas</i></u>	<u>5/28/24</u>
County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	<u>(270,000)</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>(270,000)</u></b>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No \_\_\_\_\_  
 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 4111 Department 121 Unit A187 Object 6101

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

The fiscal impact of the purchase of Parcel W-11 is a capital expenditure of \$268,000 which includes the purchase price of \$265,000, equal to the appraised value, plus closing costs estimated to not exceed \$5,000, including closing, title insurance, documentary stamps, recording and survey costs.

C. Departmental Fiscal Review: Wendell Mancerson

**III. REVIEW COMMENTS**

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

Brenda Mach 5/21/24  
 Contract Dev. and Control

ASDUC 5/16/24  
 OFMB JF 5/14  
 Asset # H10061 has been reserved pending BCC approval and closing binder receipt by FAMO. G. P. Rivers, M.S.O., FAMO, OFMB 5/16/24

**B. Legal Sufficiency:**

[Signature] 3/21/24  
 Assistant County Attorney

**C. Other Department Review:**

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 Department Director

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**AGREEMENT FOR PURCHASE AND SALE**

**between**

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

**as Purchaser**

**and**

**ELIGIO LLC, a Florida limited liability company**

**as Seller**

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**AGREEMENT FOR PURCHASE AND SALE**

This Agreement for Purchase and Sale is made and entered into June 11, 2024 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 Eligio LLC, a Florida limited liability company, whose address is 7100 NE 7<sup>th</sup> Avenue, Boca Raton, FL 33487 (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 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 County.

1.7 **"Personal Property"** - Any items of personal property remaining upon the property at Closing shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.8 **"Property"** - the Real Property and Personal Property.

1.9 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.10 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon.

2. **SALE AND PURCHASE** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

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

3.1 **Purchase Price.** The purchase price of the Property shall be TWO HUNDRED AND SIXTY-FIVE THOUSAND DOLLARS (\$265,000.00).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, prorations, and fees as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 There are no unrecorded leases, licenses, contracts or other agreements or claim of rights, written or unwritten, that affect occupancy, possession or use of the Property by anyone other than Seller with the exception of the following: **NONE**

4.3 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 over 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 "C" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to 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.

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 that 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 that remain in force.

4.13 There are no facts known to Seller affecting the value of the Property that 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 County shall have the rights and remedies identified in Section 17.1 hereof.

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

6. **EVIDENCE OF TITLE.**

6.1 Within fifteen (15) days after the Effective Date of this Agreement, Seller shall deliver to County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by a title insurance company acceptable to County, agreeing to issue to County upon the recording of the Warranty Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of County to the Real Property, subject only to the Permitted Exceptions. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by County.

County shall have until the later of ten (10) days after receipt from 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. 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 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 County.

7. **SURVEY.** County shall have the right, at County's expense, and 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. The cost of the survey may be paid directly by County, or upon mutual agreement of the parties, may be completed by Seller, in which event the cost of the survey shall be reimbursed by County to Seller at Closing in accordance with Section 11.1.4.

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; and (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 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 County's Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida 33411.

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.

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

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

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

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

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

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

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

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

11.1.3 All costs and premiums for the owner's title insurance commitment and policy.

11.1.4 Reimbursement to Seller for the cost of the survey, in the event the survey is completed by Seller in accordance with Section 7.

11.2 Seller shall pay the following expenses at Closing:

11.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

11.3 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 Florida Statutes Section 196.295, and shall pay into such 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 Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

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

14. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

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

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

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

15.2 Seller:  
Eligio, LLC  
7100 NE 7<sup>th</sup> Avenue  
Boca Raton, FL 33487  
Fax \_\_\_\_\_

With a copy to:  
Sasha A. Katz, Esq.  
Law Offices of Sasha Katz, PL  
800 West Cypress Creek Road, Suite 270  
Fort Lauderdale, FL 33309  
Fax \_\_\_\_\_

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.** INTENTIONALLY DELETED.

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

26. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. **NO THIRD PARTY BENEFICIARY.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

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

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

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

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

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

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

34. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

35. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with 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. County may execute the Agreement through electronic or manual means. Seller shall execute by manual means only, unless County provides otherwise.

**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:


As to Seller:

  
\_\_\_\_\_

Witness Signature

Sasha Katz  
\_\_\_\_\_

Print Witness Name

  
\_\_\_\_\_

Witness Signature

Bernise Venter  
\_\_\_\_\_

Print Witness Name

“SELLER”

Date of Execution by Seller:

April 26<sup>th</sup>, 2024

ELIGIO LLC

By:   
\_\_\_\_\_

Signature

Printed Name: Ruben Jaen

Title: Member Manager

(SEAL)

Date of Execution by County:


\_\_\_\_\_, 20\_\_

ATTEST:

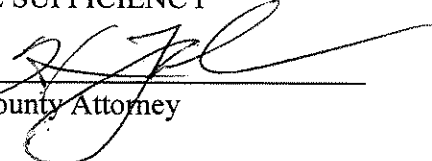
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By:   
Maria Sachs, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:  PW  
Department Director



**SCHEDULE OF EXHIBITS**

EXHIBIT "A" - LEGAL DESCRIPTION

EXHIBIT "B" - PERMITTED EXCEPTIONS

EXHIBIT "C" - DISCLOSURE OF BENEFICIAL INTERESTS

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

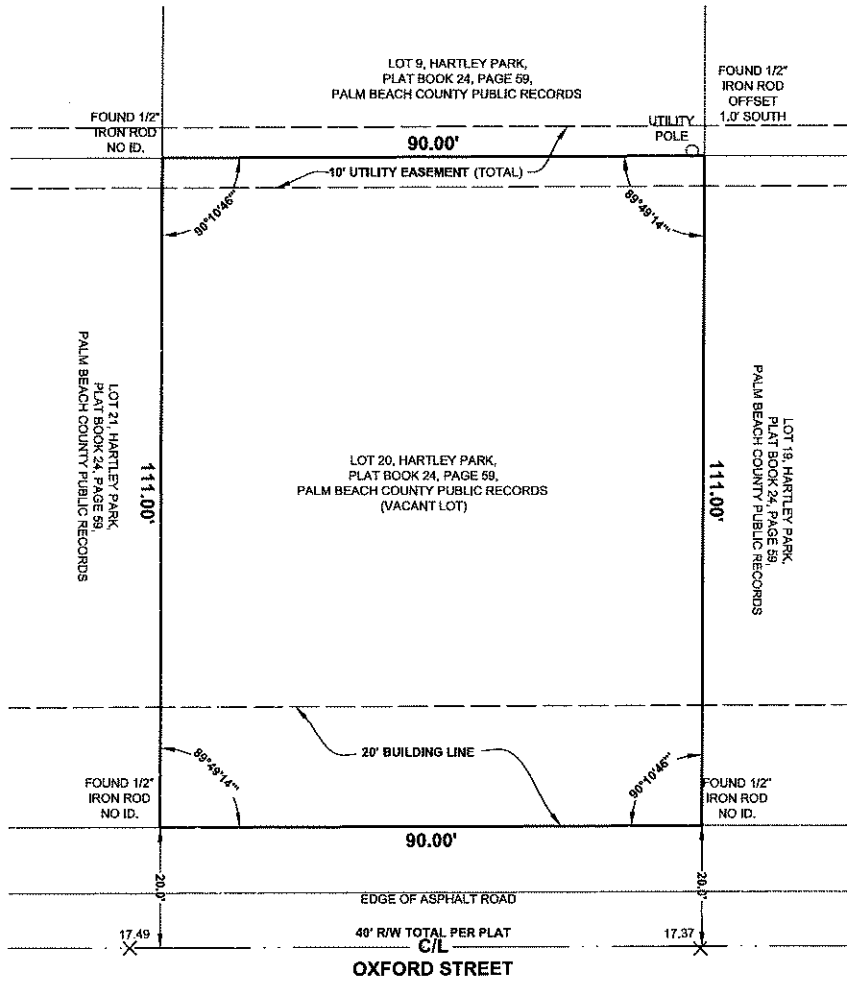
**INVOICE NO.: 70142**

<b>DATE:</b> 10-06-2021	<b>DESCRIPTION:</b> FIELD LOCATION OF IMPROVEMENTS
----------------------------	---

**ABBREVIATIONS / SYMBOLS:**

A/C	= AIR CONDITIONING UNIT
ADJ	= ADJACENT
BCR	= BROWARD COUNTY RECORDS
BM	= BENCHMARK
CALC	= CALCULATED
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N/G	= NATURAL GROUND
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NTS	= NOT TO SCALE
OHC	= OVERHEAD CABLES
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WF	= WOOD FENCE
WPP	= WOOD POWER POLE (UTILITY POLE)

<b>OVERHEAD CABLES</b>	
CONVERSION INCHES TO DECIMAL	
— x —	METAL FENCE 1" = 0.08'
— x —	METAL FENCE 2" = 0.17'
— o —	WOOD FENCE 3" = 0.25'
— // —	PLASTIC FENCE 4" = 0.33'
— // —	PLASTIC FENCE 5" = 0.42'
— // —	PLASTIC FENCE 6" = 0.50'
— // —	PLASTIC FENCE 7" = 0.58'
— // —	PLASTIC FENCE 8" = 0.67'
— // —	PLASTIC FENCE 9" = 0.75'
— // —	PLASTIC FENCE 10" = 0.83'
— // —	PLASTIC FENCE 11" = 0.92'
— // —	PLASTIC FENCE 12" = 1.0'
⊙	FIRE HYDRANT
⊕	WATER VALVE
⊕	UTILITY POLE
⊕	WATER METER



**PROPERTY ADDRESS:**  
4597 OXFORD STREET, WEST PALM BEACH, FLORIDA 33415

**LEGAL DESCRIPTION:**  
LOT 20, OF HARLEY PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 59, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**CERTIFICATIONS:**  
- RUBEN JEAN

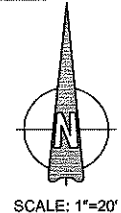
**FLOOD DATA:**  
FLOOD ZONE: X  
COMMUNITY NUMBER: 120192  
COMMUNITY NAME: UNINCORPORATED  
PANEL NUMBER: 12099C0586F

**GENERAL NOTES:**

- THIS SURVEY IS BASED UPON RECORDED INFORMATION AS PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE.
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED.
- ELEVATION ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 1988) UNLESS OTHERWISE NOTED.
- IN SOME CASES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED FOR CLEARER ILLUSTRATION. MEASURED RELATIONSHIP SHALL HAVE PRECEDENCE OVER SCALE POSITIONS.
- ALL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 (FT)
- "ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES." (CHAPTER 61G17-4.003 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES)

\*\* 5J-17.052 STANDARDS OF PRACTICE: SPECIFIC SURVEY, MAP, AND REPORT REQUIREMENTS.  
(b) BOUNDARY MONUMENTS:  
f. WHEN A CORNER FALLS IN A HARD SURFACE SUCH AS ASPHALT OR CONCRETE, ALTERNATE MONUMENTATION MAY BE USED THAT IS DURABLE AND IDENTIFIABLE." (EXAMPLES: FENCE POST, BLDG. CORNERS, ETC.)

**GT SURVEYOR SERVICES INC.**  
1660 SOUTHERN BLVD. UNIT K  
WEST PALM BEACH  
FLORIDA 33406-1747  
OFFICE: 561-753-0363  
FAX: 561-753-0342  
E-MAIL: gtsurveying@gmail.com



I HEREBY CERTIFY THAT THIS MAP OF BOUNDARY SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, FURTHERMORE THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, PURSUANT TO RULE 61-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
I, GINO P. GINO, SURVEYOR AND MEMBER OF THE FLORIDA SURVEYORS BOARD, DO HEREBY SIGN AND SEAL THIS MAP.  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR.

SCALE: 1"=20'

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

**NONE.**

EXHIBIT "C"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF Florida  
COUNTY OF Broward

BEFORE ME, the undersigned authority, this day personally appeared, Ruben Tuen, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the managing member of Eligio LLC, a Florida limited liability company (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property")..

2. Affiant's address is: P.O. Box 810353, Boca Raton, FL 33481

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person and/or entity having five percent (5%) or greater ownership interest in the Owner and of each such person or entity's percentage interest. In the event entities are named as having an ownership interest in the Owner, the names and addresses of every person having five percent (5%) interest or greater in such entity should also be named. The ownership interest in any entity registered with the Federal Securities and Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, shall not be required to make the disclosure required by this paragraph.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

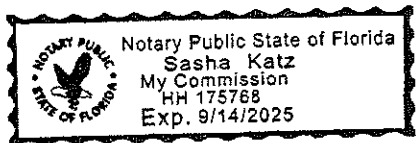
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]  
Affiant

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of April, 2024, by Ruben Tuen the managing member of Eligio LLC, a Florida limited liability company, who is personally known to me OR who produced [Signature] as identification and who did [Signature] take an oath.

[Signature]  
Notary Public  
Print Notary Name



NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 9/14/25

**EXHIBIT "A"**  
**TO DISCLOSURE OF BENEFICIAL INTERESTS FORM**  
**THE PROPERTY**

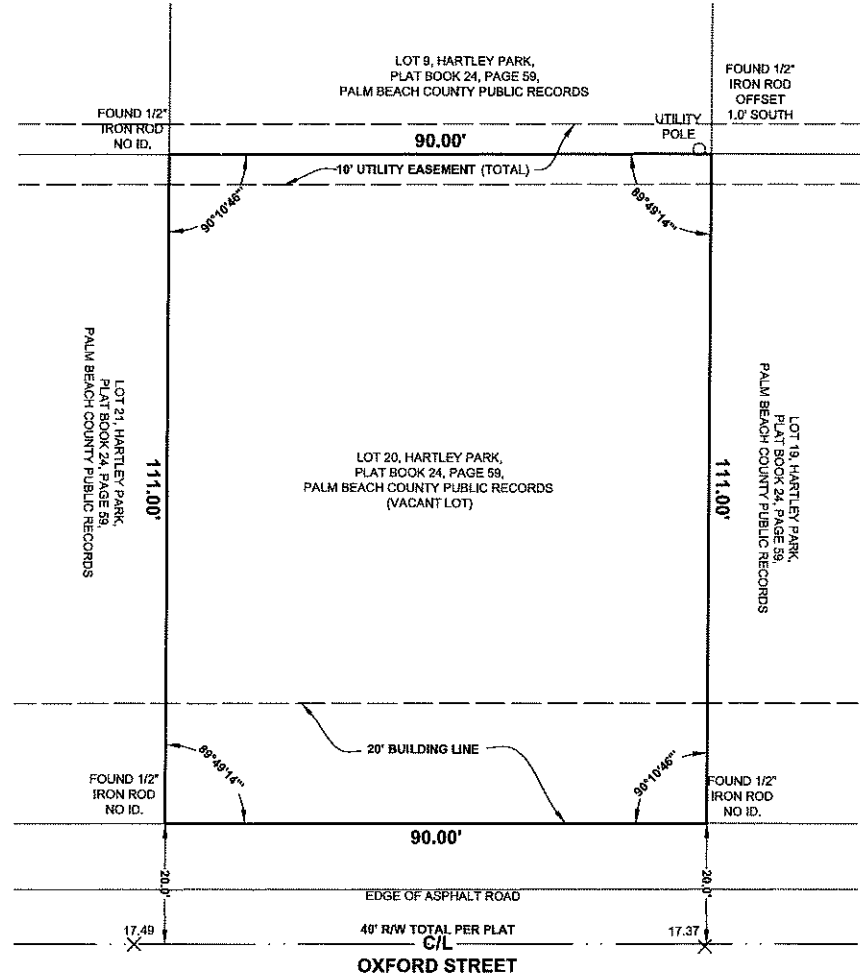
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**CERTIFICATIONS:**

- RUBEN JEAN

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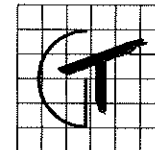
FLOOD ZONE: X  
 COMMUNITY NUMBER: 120192  
 COMMUNITY NAME: UNINCORPORATED  
 PANEL NUMBER: 12099C0586F

**GENERAL NOTES:**

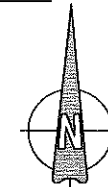
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SIGNED: *[Signature]*  
 GINO FLORIO, SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 120192  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR/MAPPER AS SHOWN ABOVE.

