

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	(8,266)	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(8,266)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

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

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

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

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

Funds for the acquisition of the three (3) parcels will come from the County reserves. The original purchase price of \$4,200,000 was for the acquisition of 3.201 acres. The acreage has been reduced to 3.195 acres which reduces the purchase price by \$8,266 to \$4,191,734. The decrease was calculated on the basis of 274.43 square feet (0.0063 acres) times \$30.1214/square foot. The expected cost of acquiring the Property is \$4,191,834, including \$100 in recording costs.

Fixed Assets Number H09059 (00-42-43-27-05-005-0101) H09060 (00-42-43-27-05-006-0102) H09061 (00-42-43-27-05-006-0103)
OFMB 7/24/24

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:
Proc Dept Harbor *7/30/24*
 OFMB *7/24/24* Contract Development and Control

B. Legal Sufficiency:
8/7/24
 Assistant County Attorney

C. Other Department Review:

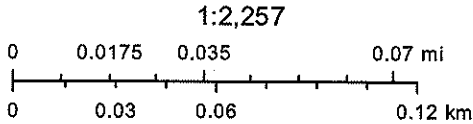
 Department Director

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

LOCATION MAP



July 12, 2023



ATTACHMENT #1

ATTACHMENT 2
FIRST AMENDMENT TO AGREEMENT FOR
PURCHASE AND SALE (2)
7 PAGES (EACH)

**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE**

THIS First Amendment to Agreement for Purchase and Sale ("First Amendment") dated August 20, 2024 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and LEONIDAS ALFARO, a single man (hereinafter referred to as the "Seller").

WHEREAS, the County and Seller entered into that certain Agreement for Purchase and Sale dated August 22, 2023 (R2023-1167) (the "Agreement") for the County's acquisition of three parcels ("Property") consisting of approximately 3.201 acres of vacant land for \$4,200,000; and

WHEREAS, upon title review by County and Seller, it was determined that the Lake Worth Drainage District (LWDD) is claiming title to a 2 foot wide by 180 foot long strip of land (360 square feet) which is part of the Property; and

WHEREAS, the survey prepared by Keshavarz & Associates dated September 22, 2023, reflects a total acreage of 3.203 acres and appraisals obtained from M.R. Ford & Associates, Inc. and Calloway & Price, Inc., both dated February 15, 2023, were based on 3.201 acres creating a 360 square foot discrepancy between the survey and appraisal; and

WHEREAS, the final negotiated purchase price was based on the appraiser's assumption the property contained 3.201 acres. The County and Seller have agreed to reduce the purchase price by \$8,266 which represents an acreage adjustment from 3.201 acres to 3.195 acres (139,164.962 sq. ft.) (a decrease of .0063 acres/274.43 square feet); and

WHEREAS, the County conducted an inspection of the Property pursuant to Section 5 of the Agreement which identified Benzo(a)pyrene impacts above residential and above commercial / industrial direct exposure criteria per Chapter 62-777, FAC. The Seller, has agreed to remediate such contamination at the Seller's sole cost and expense pursuant to a remediation plan as further defined herein ("Remediation Plan") and set forth in Section 8 herein which will require an issuance of in order to secure a Site Rehabilitation Completion Order satisfying the closure requirements as set forth in RMO I – Chapter 62-780.680(1) F.A.C. (SRCO) from the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, County and Seller have cooperated in good faith to address the issues associated with the conveyance of the Property to the County.

NOW THEREFORE, for and in consideration of the mutual obligations of the parties performed and to be performed under the Agreement, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect as in the Agreement.

2. There currently exists no default or claim of default under the Agreement by either party hereto.

3. The purchase price for the Property shall be decreased by \$8,266 to \$4,191,734.00. The decrease was calculated on the basis of 274.43 square feet (.0063 acres) times \$30.1214/square foot.

4. Exhibit "A", Legal Description, attached to the Agreement is here hereby replaced with Exhibit "A", Legal Description, attached hereto and made a part hereof.

5. Exhibit "B", Permitted Exceptions, attached to the Agreement is hereby replaced with Exhibit "B", Permitted Exception, attached hereto and made a part hereof.

6. Section 5, Inspection of Property, of the Agreement is hereby deleted in its entirety, subject to Seller maintaining the Property as required in Section 8, Maintenance, and satisfying the conditions as set forth in Section 9, Condition Precedent to Closing [as modified below], of the Agreement and satisfying the condition set forth in this Amendment.

7. Section 9 of the Agreement is amended to read as follows:

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 and (4) Seller shall have secured a SRCO from the Florida Department of Environmental Protection ("FDEP") as described in Section 38. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

8. The Agreement is amended to add the following:

38. REMEDIATION PLAN, Seller submitted a Site Assessment Report (SAR) prepared by Environspec Inc. dated June 6, 2024, to FDEP, a copy of which was simultaneously provided to County. Seller has requested that its consultants continue to copy County on any and all of Seller's communications with FDEP including, but not limited to, a Remedial Action Plan or Source Removal Plan and receipt of the SRCO by FDEP. Closing will be contingent upon the issuance of a SRCO by FDEP within 365 days of the execution of this Amendment ("Remediation Period"). Seller shall actively pursue and obtain a SRCO from FDEP for the Property. In the event the Seller is unable to obtain the SRCO during the Remediation Period, County has the sole right to either: (1) extend the

Remediation Period or (2) terminate the Agreement, whereupon the parties shall be relieved of all further obligations.

9. Section 10.2, Closing Date, of the Agreement is hereby deleted in its entirety and replaced with the following:

10.2 Closing Date. The Closing shall take place within 15 days after the issuance of the SRCO, or at a later date agreed upon by the parties.

10. Except as amended by this First Amendment, the Agreement remains unmodified and in full force and effect.

11. This First Amendment 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness Signature

DOR BRITTEN
Print Witness Name

1601 Forum Pl #500 WPB FL 33401
Witness Address

[Signature]
Witness Signature

Ellie Harperin
Print Witness Name

1601 Forum Pl #500 WPB FL 33401
Witness Address

Date of Execution by Seller:
15 July, 2024

"SELLER"
By: [Signature]
Leonidas Alfaro

Date of Execution by County:

_____, 2024

ATTEST:

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

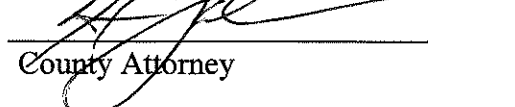
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**


By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Department Director

G:\PREM\Dev\Open Projects\GG-Animal Care & Control - Expansion Project 2022\P&S Agreement\First Amendment.EH app.HF app.6-17-24 mj rev 7-2-24 mj 7-8-24 mj.docx

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: (O.R.B. 16438, PAGE 463, P.B.C.R.)

THE EAST 330 FEET OF TRACT 1, BLOCK 6, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTHWEST OF THE FLORIDA STATE TURNPIKE, LESS AND EXCEPT THE NORTH 50 FEET THEREOF AND ALSO LESS AND EXCEPT THE SOUTH 70 FEET OF THE NORTH 120 FEET OF THE EAST 155 FEET THEREOF.

TOGETHER WITH GRANTOR'S RIGHT AND TITLE IN THAT PORTION OF ROAD RIGHT-OF-WAY LYING EAST OF TRACT 1, BLOCK 6, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: (O.R.B. 21346, PAGE 136, P.B.C.R.)

THAT PORTION OF TRACT 10, BLOCK 5, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTH AND WEST OF FLORIDA STATE TURNPIKE RIGHT-OF-WAY; AND

THAT PORTION OF 25 FOOT ROAD RIGHT-OF-WAY WEST OF TRACT 10 AND NORTH AND WEST OF FLORIDA STATE TURNPIKE RIGHT-OF-WAY, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: (O.R.B. 28211, PAGE 1788, P.B.C.R.)

THE EAST 155 FEET OF THE NORTH 120 FEET OF TRACT 1, BLOCK 6, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE NORTH 26.00 FOOT PORTION THEREOF (IT BEING THE EXISTING RIGHT OF WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL NO. 3);

AND ALSO, LESS THE SOUTH 2.00 FEET OF THE NORTH 28.00 FOOT PORTION THEREOF (IT BEING THE REMAINDER OF THE EXISTING RIGHT OF WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL NO. 3);

TOGETHER WITH:

THAT PORTION OF 25 FOOT ROAD RIGHT-OF-WAY EAST OF THE NORTH 120 FEET OF TRACT 1, BLOCK 6, LESS THE NORTH 26.00 FOOT PORTION THEREOF (IT BEING THE EXISTING RIGHT OF WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL NO. 3), SAID PORTION LYING NORTH AND WEST OF FLORIDA STATE TURNPIKE LIMITED ACCESS RIGHT OF WAY (A 325 FEET RIGHT OF WAY AS NOW EXISTS), SAID PALM BEACH FARMS CO. PLAT NO. 3;

AND ALSO, LESS THE SOUTH 2.00 FEET OF THE NORTH 28.00 FOOT FOR THAT PORTION OF THE 25 FOOT ROAD RIGHT-OF-WAY EAST OF THE NORTH 120 FEET OF TRACT 1, BLOCK 6, SAID PALM BEACH FARMS CO. PLAT NO. 3

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year **2024** and subsequent years.
2. All matters contained on the Plat of The Palm Beach Farms Co. Plat No. 3, as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida. (Parcels 1, 2 and 3).
3. Reservations contained in the instrument recorded in Deed Book 91, Page 130, Public Records of Palm Beach County, Florida. (Parcels 1 and 3).
4. Easement in favor of Lake Worth Drainage District contained in instrument recorded September 21, 1990 in O. R. Book 6588, Page 924, Public Records of Palm Beach County, Florida. (Parcels 1 and 3).
5. Utility Easement in favor of Palm Beach County, recorded in O.R. Book 26616, Page 878, Public Records of Palm Beach County, Florida. (Parcel 1).
6. Utility Easement in favor of Palm Beach County, recorded in O.R. Book 30893, Page 1978, Public Records of Palm Beach County, Florida. (Parcel 2).
7. Subject to those certain Quit-Claim Deeds recorded in O.R. Book 8692, Page 839 and O.R. Book 8692, Page 866 and Order recorded in O.R. Book 7547, Page 1719, Public Records of Palm Beach County, Florida. (Parcels 1, 2 and 3).
8. Standard Potable Water and Wastewater Development Agreement recorded in O.R. Book 15700, Page 463, as affected by the Unilateral Termination and Partial Release recorded in O.R. Book 22849, Page 527, Public Records of Palm Beach County, Florida. (Parcel 1).
9. An undivided One-Half (1/2) interest in and to all the Oil, Gas and other Minerals as conveyed by Gustav G. Johnson and Edith August Johnson, his wife to S. A. Lane by Mineral Right and Royalty Transfer dated September 12, 1944 and recorded June 11, 1945 in Deed Book 720, Page 111, of the Public Records of Palm Beach County, Florida, the above Mineral Interest has been conveyed and are affected by the following instruments recorded in the Public Records of Palm Beach County, Florida: Mineral Deed recorded in Deed Book 708, Page 59. Mineral Right and Royalty Transfer recorded in Deed Book 699, Page 462; Partition of Mineral Rights recorded in Official Record Book 192, Page 292; Probate of Baron Kidd recorded in Official Record Book 5111, Page 1905; Mineral Right and Royalty Transfer recorded in Deed Book 736, Page 317; Mineral Right and Royalty Transfer recorded in Official Record Book 1825, Page 1883; Conveyance recorded in Official Record Book 1825, Page 1885; Mineral Deed recorded in Official Record Book 2959, Page 381; Mineral Deed recorded in Official Record Book 3114, Page 1625; Release of Mineral Deed recorded in Official Record Book 6243, Page 389; Mineral Right and Royalty Transfer recorded in Deed Book 874, Page 556; Personal Representative's Distributive Deed recorded in Official Record Book 5893, Page 1875; Corrective Personal Representative Distributive Deed recorded in Official Record Book 6099, Page 890; Mineral Right and Royalty Transfer recorded in Deed Book 874, Page 558; Mineral Deed recorded in Deed Book 1165, Page 492; and Mineral Deed recorded in Deed Book 736, Page 163, all of the Public Records of Palm Beach County, Florida all without the right of entry. No determination has been made as to the current record owner for the interest excepted herein. (Parcels 1, 2 and 3).

ATTACHMENT 3
BUDGET AVAILABILITY STATEMENT
1 PAGE

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/10/24

REQUESTED BY: Ben Williamson

PHONE: 561 233-0272

PROJECT TITLE: Animal Care & Control Expansion Parcels - Belvedere Road
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$4,200,000

BCC RESOLUTION#: R2023-1167

REQUESTED AMOUNT: New adjusted price \$4,191,834 (includes \$100 recording cost)
(Required deduction \$8,266)

DATE: 8/22/23

eFDO #:

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Funds for the acquisition of the three (3) parcels will come from the County reserves. The original purchase price of \$4,200,000 was for the acquisition of 3.201 acres and approved by the Board on 8/22/23 (R2023-1167). The acreage has been reduced to 3.195 acres which reduces the purchase price by \$8,266 to \$4,191,734. The decrease was calculated on the basis of 274.43 square feet (00.63 acres) times \$30.1214/square foot. The expected cost of acquiring the Alfaro parcel is \$4,191,834, including \$100 in recording costs.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
LAND ACQUISITION	(\$8,266)
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	(\$8,266)

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

FUND: 3804 DEPT: 411 UNIT: B772 OBJ: 6101

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

- Ad Valorem (Amount \$ (8,266)) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: FD to

BAS APPROVED BY: [Signature]

DATE 7/10/2024

ENCUMBRANCE NUMBER: _____