



If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, that person will need a record of the proceedings, and that, for such purpose, the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

REGULAR MEETING AGENDA
Thursday, October 23, 2014 at 6:00 p.m.
City Commission Chambers
Delray Beach, FL 33444

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Approval of Minutes**
 - A. Minutes of Regular Board Meeting of September 23, 2014
5. **Public Comments on Non-Agenda and Consent Agenda Items**
6.
 - A. P&Z Item - The Del, Class III Site Plan Modification
 - B. Prime Delray Hotel (Fairfield Inn) Update on Hiring and Contracting
7. **Consent Agenda:**
 - A. Economic Development Monthly Update – September, 2014
 - B. CRA Monthly Progress Report – September, 2014
 - C. Paint-Up & Signage Grants
 1. Boys & Girls Club – 1451 SW 7th Street
 2. Periwinkle – 339 E. Atlantic Avenue
 3. Glavidia Hair Studios, LLC – 200 NE 2nd Avenue, Suite #112
 - D. Temporary Use Agreement – Randolph & Dewdney Construction, Inc.
8. **Old Business:**
9. **New Business:**
 - A. Grant Applications
 1. Avalon Gallery – 425 E. Atlantic Avenue
 - a. Paint-Up & Signage Grant
 - b. Site Development Assistance Grant
 2. Le Garage – 1135 W. Atlantic Avenue – Site Development Assistance Grant
 3. Hudson at Waterway East – 900 E. Atlantic Avenue, #22 – Site Devt. Asst. Grant
 - B. Developer Presentation – 2014 RFP West Atlantic Properties - Equity Enterprises USA, Inc.
 - C. Purchase & Sale Agreements:
 1. 16 NW 8th Avenue (McCray)
 2. 19 SW 10th Avenue & NW 8th Avenue Vacant Lot (Sharpe)
 3. 23 NW 10th Avenue (Thomas)
 4. 48 SW 6th Avenue (Manning)
 5. 221 SW 12th Avenue (ACME)
 6. 238 SW 14th Avenue (Goodman)
 - D. Appointment of CRA Board Member - Executive Director's Annual Review
 - E. Authorization to Commence Eviction Proceedings – Le Bon Gout (700 W. Atlantic Ave.)

10. Other Business:

- A. Comments by Commissioners
- B. Comments by Board Attorney
- C. Comments by Executive Director
- D. Comments by Staff

11. Adjournment

Any citizen is entitled to speak on items under the Old or New Business sections at the time the items are heard by the Board. Comments are limited to 2 minutes unless otherwise specified.



20 N. Swinton Avenue
Delray Beach, FL 33444

Agenda Item # *903*
October 23, 2014

~ CRA BOARD SUMMARY ~

AGREEMENT FOR PURCHASE AND SALE – 23 NW 10TH AVENUE (THOMAS EST.)

The subject property at 23 NW 10th Avenue is located on the east side of NW 10th Avenue, approximately 200 feet north of West Atlantic Avenue, within the West Atlantic Avenue Redevelopment Area, and is zoned Central Business District (CBD). The 12,428 sq. ft. property contains a 1,361 sq. ft. single family home built in the late 1920s. The property is identified as a potential acquisition as it relates to NW 8th through NW 11th Avenues of the West Atlantic Redevelopment Area in the CRA Plan (Project #1.1, Map A.2, Parcel "I" – copy attached). The acquisition is consistent with the objectives outlined in the CRA Plan as it pertains to land assembly and redevelopment within the West Atlantic Avenue Neighborhood (Sub-Area #3).

The property is currently occupied by Ms. Robin Thomas, the daughter of the decedent, Mr. Willie W. Thomas, and one of the co-personal representatives; the other co-personal representative is Ms. Andrea Conley. In January, 2014, the co-representatives had the property listed for \$419,000 with their personal representatives, Patrick Glover of UrbanScrapMetal.com, LLC and Beachfront Realty, Inc., who relayed their interest in selling the property to the CRA's previous Development Manager and previous real estate broker, Anderson & Carr Inc. (A&C) (prior to their contract term ending on July 12, 2014). After months of on-and-off negotiations with all representatives including CRA staff and counsel, a purchase and sale agreement was drafted with an offer based on recent comparable sales in the area of \$310,000 (or approx. \$25 per sq. ft.), contingent upon an appraisal acceptable to the CRA Board that indicates a market value equal to or greater than the purchase price. Based on the former Agreement with A&C, the broker is entitled to a broker fee of 5%, which is included in the Purchase and Sale Agreement. Ms. Thomas has also requested that she be allowed to occupy the property for 60 days post-closing to allow for relocation time and CRA counsel has drafted a lease agreement (Exhibit "C") for a lease rate of \$0.00 per month. Ms. Thomas will continue maintaining the property and paying the utilities during the lease term, and the CRA will be responsible for taxes and insurance.

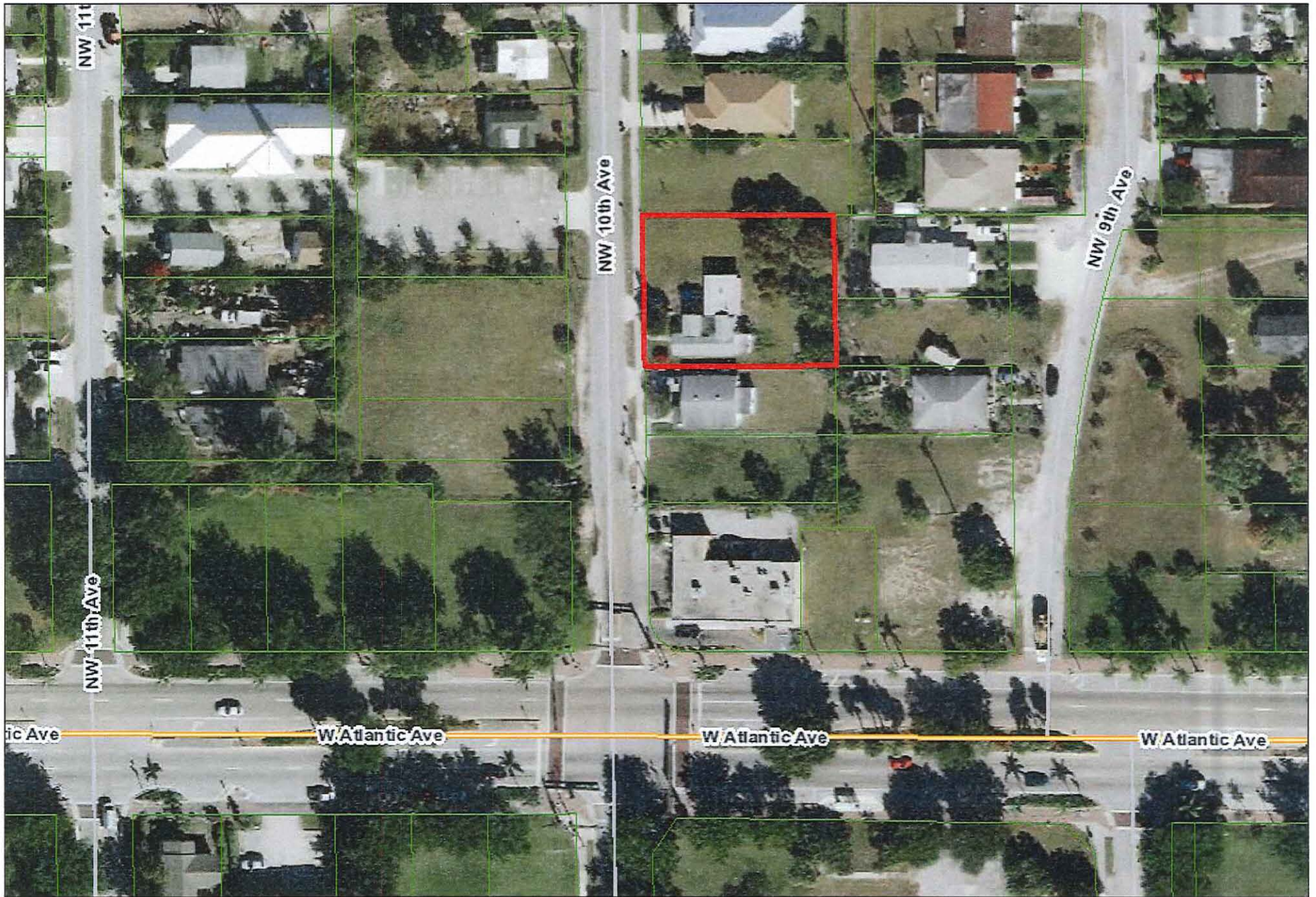
Recommended Action:

By Separate Motions:

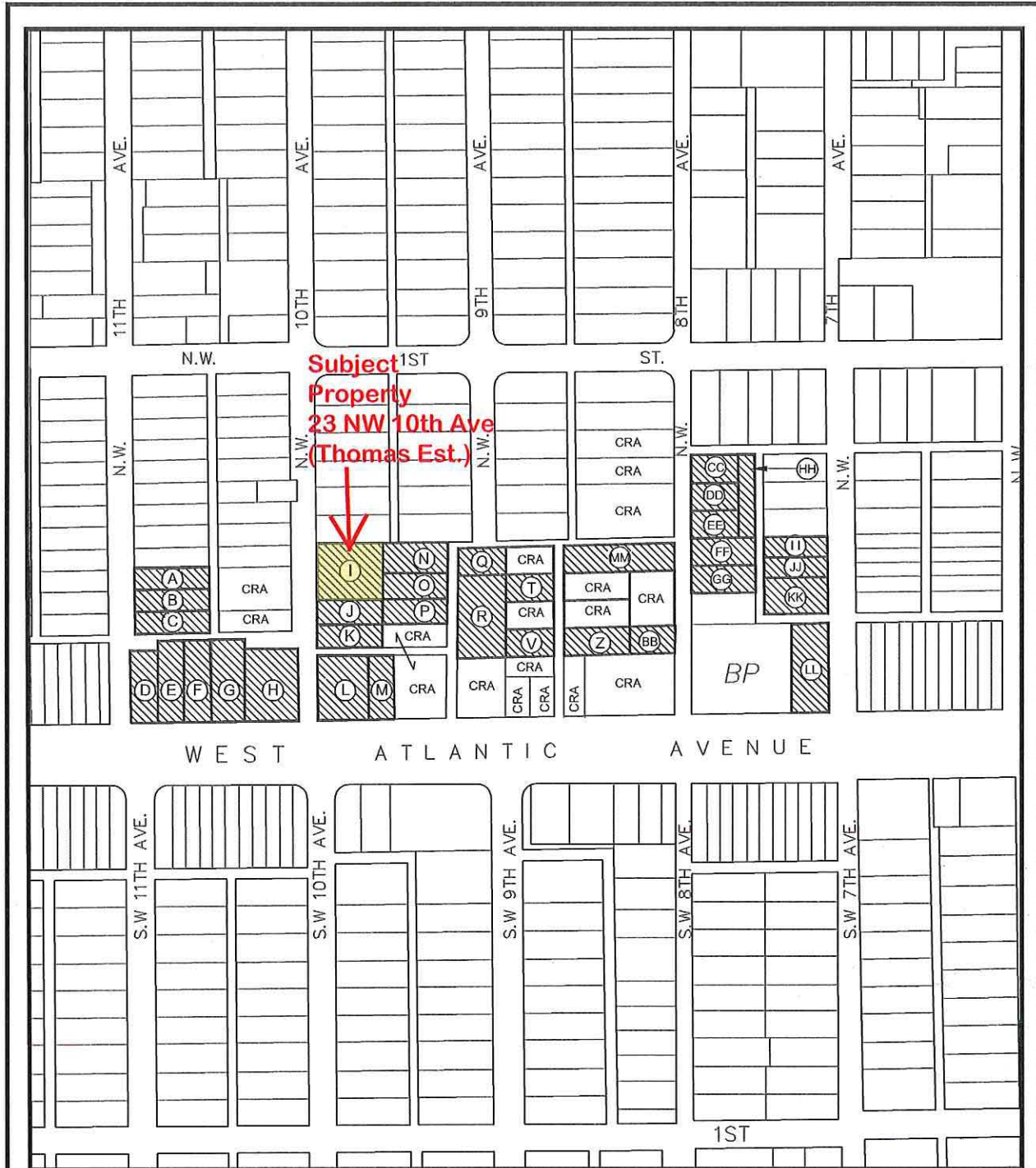
- 1) Approve the Agreement for Purchase and Sale for 23 NW 10th Avenue (with a purchase price of \$310,000.00).
- 2) Approve the attached Residential Lease Agreement between the CRA and Robin Thomas for the property located at 23 NW 10th Avenue.



Submitted By: Kristyn Cox-Goodwin, Special Projects Admin.

Attachments: Aerial Location Map; CRA Property Acquisition Map A.2, Purchase & Sale Agreement w/ Lease Agreement (Exhibit "C")



23 NW 10th Avenue (Thomas Est.)



<p style="text-align: center;">N</p>  <p style="text-align: center;">REVISED AUGUST, 2014</p>	<p>POTENTIAL ACQUISITION</p> 	<p style="text-align: center;">PROJECT #1.1 - WEST ATLANTIC REDEVELOPMENT PLAN N.W. 8TH - 11TH AVENUES - MAP A.2 - NOTE: SEE REVERSE SIDE FOR LEGEND</p>
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AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014 ("Agreement") by and between the **Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S,** whose post office address is 20 North Swinton Avenue, Delray Beach, Florida 33444 (hereinafter referred to as "PURCHASER") and **Robin Thomas and Andrea Conley, as Co-Personal Representatives of the Estate of Willie Thomas a/k/a Willie W. Thomas, deceased; and Robin Thomas and Andrea Conley as Co-Personal Representatives of the Estate of Frances Thomas, deceased,** whose post office address is c/o Arnold Strauss, Esq., Strauss & Eisler, P.A., 10081 Pines Blvd., Suite C, Pembroke Pines, FL 33024 (hereinafter collectively referred to as "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 Property. That certain property located at 23 NW 10th Avenue, Delray Beach, Florida, together with a building thereon and attached personal property (collectively the "Property) which Property is more particularly described with the legal description in **Exhibit "A,"** attached hereto and made a part hereof.

1.2 Closing. The delivery of a General Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3 Closing Date. The Closing Date shall occur on or before Fifteen (15) days after the expiration of the Inspection Period.

1.4 Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.5 Earnest Money. The sum of One Thousand and 00/100 (\$1,000.00) Dollars has been delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set forth herein.

1.6 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER, PURCHASER and the Escrow Agent.

1.7 SELLER'S Address. Sellers' mailing address is c/o Arnold Strauss, Esq., Strauss & Eisler, P.A., 10081 Pines Blvd., Suite C, Pembroke Pines, FL 33024.

1.8 PURCHASER'S Address. Purchaser's mailing address is 20 North Swinton Avenue, Delray Beach, Florida 33444, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Donald J. Doody, Esq., at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

1.9 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property previously identified on **Exhibit "A"** for the total Purchase Price of Three Hundred Ten Thousand Dollars and 00/100 (\$310,000.00) Dollars and upon and subject to the terms and conditions hereinafter set forth.

2.1 Earnest Money. Concurrently with the execution of this Agreement, PURCHASER shall deposit and cause to be placed in an escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") in the amount of One Thousand (\$1,000.00) Dollars ("Earnest Money").

Purchaser's obligation to close the transaction in accordance with provisions

of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by both parties hereto shall be conclusive evidence of the SELLER'S right to receive the Earnest Money deposit.

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by check or wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.3 The Purchase includes:

- (a) All buildings and improvements located on the Property;
- (b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;
- (c) All right, title and interest, if any, of SELLER in any Property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;
- (d) All fixtures and articles of personal property, if any, attached to or used in connection with the Property as more particularly identified on Exhibit "B" (personal property) as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance.
- (e) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

3. INSPECTIONS.

PURCHASER shall have forty five (45) days commencing on the Effective Date to perform inspections of the property as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at PURCHASER'S sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and PURCHASER'S agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances. This Agreement is contingent upon PURCHASER, at PURCHASER'S sole cost and expense, obtaining and accepting a satisfactory Phase I Environmental Audit, and if deemed necessary at its discretion, a Phase II Environmental Audit for which it will be granted an additional sixty (60) days for inspections. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection period prove unsatisfactory in any fashion, the PURCHASER, at PURCHASER'S sole discretion, shall be entitled to terminate this Agreement prior to the end of the forty five (45) day Inspection Period and PURCHASER also agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER during inspections that are done pursuant hereto. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER'S counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto in the event the PURCHASER determines that the Property is unsuitable during the Inspection Period or proceed to Closing as set forth herein.

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER'S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as

of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER'S obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

4.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create by SELLER'S consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other

encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

4.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use SELLER'S best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the forty five (45) day Inspection Period to the Closing Date.

4.7 To the best of SELLER's knowledge, Hazardous Materials (as defined below) are not present at, in, on or under the Property, any Site, or any part thereof. The Seller has not received any notice of or information reflecting any violation of Environmental Laws (as defined below) related to the Property or any Site (or any portion thereof) or the presence or release of Hazardous Materials on or from the Property or any Site (or any portion thereof). No clean up, investigation, remediation, administrative order, consent order, agreement or settlement is in existence with respect to the Property or any Site, to the knowledge of SELLER, is any such investigation, remediation, administrative order, consent order, agreement or settlement threatened, planned or anticipated. The SELLER has not engaged in or permitted any release, spill, generation, disposal, storage, or handling of any Hazardous Materials on the Property, any Site, or any part thereof. There are no underground storage tanks located on, in, or under the Property or any Site. The term "Environmental Law or Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 9601, et. seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. 2601, et. seq.) and all other federal laws and regulations governing the environment, including laws relating to petroleum and petroleum products, together with their implementing guidelines, and all state, regional, county, municipal and other local laws,

regulations and ordinances that are equivalent or similar to the federal laws and regulations recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" means, without limitation, any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law, including without limitation, flammable, explosive or radioactive material, lead paint, asbestos, PCBs, urea formaldehyde, medical waste, radioactive waste, mold, petroleum and petroleum products or constituents, methane and any other toxic or hazardous material. SELLER will give immediate oral and written notice to PURCHASER of SELLER's receipt of any written notice involving a violation threat of violation or suspected violation of any Environmental Law. Seller has no knowledge of any tenant or occupant at the Property who is storing any Hazardous Materials at the Property or any Site.

4.8 SELLER represents that the Property is zoned as Commercial.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property. PURCHASER shall, within fifteen (15) days of the commencement of the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance by PURCHASER of a title commitment and an owner's title policy shall be borne by the SELLER.

PURCHASER shall have fifteen (15) days from the date of receiving said commitment to examine the title commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER, prior to ten (10) days of expiration of the Inspection Period, shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to

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cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (1) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) accept such title as Seller is able to convey with a reduction or abatement of the Purchase Price.

5.2. Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, PURCHASER at PURCHASER'S own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

In the event the survey shows any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or any other matter materially affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "survey objection" and treated as a title defect), PURCHASER shall have a period of thirty (30) days after receipt of the survey by PURCHASER within which to approve or disapprove any survey objection and to give notice to SELLER of any disapproval thereof indicating in reasonable detail the nature and reasons for PURCHASER'S objection.

PURCHASER agrees that it will not arbitrarily or unreasonably withhold its approval of any such survey objection and that PURCHASER will attempt to approve any such survey objection which does not affect the marketability of title or materially interfere with PURCHASER'S use of the Property. In the event PURCHASER provides a notice of disapproval of a survey objection to SELLER, the rights and obligations of the parties respecting such survey objections shall be governed by Section 5.1 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 5.1.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of PURCHASER'S knowledge that all of the following are true and correct:

- (a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.
- (b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.
- (c) No action by any federal, state, municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the

transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

- (a) That the PURCHASER has not notified the SELLER that it has deemed the property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.
- (b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.
- (c) Approval of this Agreement by the Delray Beach Community Redevelopment Agency on or before October 23, 2014.
- (d) Execution of Post-Occupancy Residential Lease as described herein.

8. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the deed described in Paragraph 5.1 hereof is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply:

- (a) If the damage, as determined by the insurance adjuster, is not more than Ten Thousand and 00/100 Dollars (\$10,000.00): (i) PURCHASER shall complete settlement and all insurance proceeds relating to the improvements damaged by such casualty loss shall be paid to the PURCHASER, and (ii) SELLER shall assign to PURCHASER on the date of Closing the full amount of any proceeds payable under SELLER'S fire and extended coverage insurance policy

applicable to said damage;

- (b) If the damage, as determined by the insurance adjuster, is more than Ten Thousand and 00/100 Dollars (\$10,000.00) DOLLARS, PURCHASER shall have the option to (i) complete the settlement hereunder and collect all available insurance proceeds relating to the improvements damaged by such casualty loss, in which case SELLER shall pay to PURCHASER on the date of Closing the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or (ii) terminate this Agreement and receive a refund of entire deposit and interest. SELLER warrants that it shall maintain until the date of the Closing adequate "All Risk" property insurance; and:
- (c) In the event the Property, or any portion thereof, is condemned by any governmental authority under its power of eminent domain or becomes the subject of a notice of condemnation, prior to Closing, PURCHASER may elect to terminate this Agreement, in which event the entire deposit and interest shall be returned to PURCHASER and neither party shall have any further claim against the other, or PURCHASER may elect to complete settlement hereunder, in which event SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards, whether pending or already paid applicable to the loss of the real property and the improvements located thereon, and there shall be no adjustment to the Purchase Price.

9. CLOSING DOCUMENTS.

At closing, SELLER shall deliver to PURCHASER a General Warranty Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

10. CLOSING COSTS, TAXES AND PRORATIONS.

10.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

10.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at the time of closing:

- a) Cost and expense related to updating the title and providing marketable title as provided herein, and
- b) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes.
- c) Owner's Title Insurance Policy. The SELLER shall be responsible for the title premium charged at the promulgated rate for the Owner's Title Insurance Policy issued to the PURCHASER by legal counsel for the PURCHASER.

10.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

- a) Costs associated to appraisals, survey, environmental reports (phase I and phase II);
- b) Recording fees of the Warranty Deed, Mortgage, if any, and any other instrument as required to be recorded in the Public Records.

11. CLOSING DATE AND PLACE.

The Closing will take place on or before the expiration of fifteen days subsequent to the expiration date of the Inspection Period at the law offices of Goren, Cherof, Doody & Ezrol, P.A located at 76 NE 5th Avenue, Delray Beach, Florida 33483.

12. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest.

13. RESIDENTIAL LEASE. At closing, PURCHASER and Robin Thomas (hereinafter "TENANT") shall enter into a residential lease in substantially the same form of the Lease attached to this Agreement as Exhibit "C", for sixty (60) days at a base rental of Zero Dollars \$0.00 per month.

14. CONTINGENCIES. PURCHASER'S obligations under the Agreement is contingent upon the following:

- (a) That the PURCHASER is fully satisfied with its due diligence investigation conducted during the investigation period.
- (b) The conveyance of clear and marketable title to the property.
- (c) That the environmental audit is satisfactory and acceptable to PURCHASER.
- (d) The Delray Beach Community Redevelopment Agency authorizes the transaction.
- (e) An appraisal of the property, acceptable by the Delray Beach Community Redevelopment Agency Board, that indicates an appraised value equal to or above the Purchase Price.

SELLER'S obligations under the Agreement are contingent upon the following:

- (a) PURCHASER will lease the Property to TENANT subject to the terms of a

written Lease which is attached as Exhibit "C" at a base rental rate of Zero Dollars (\$0.00) per month. TENANT shall be responsible for all utilities, including water, electric, telephone, cable service, I.T. service, garbage and insurance.

15. REAL ESTATE COMMISSION.

SELLER hereby represents and warrants to PURCHASER that SELLER has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby except for BEACHFRONT REALTY. SELLER hereby indemnifies PURCHASER and agrees to hold PURCHASER free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which PURCHASER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Property contemplated herein.

PURCHASER hereby represents and warrants to SELLER that PURCHASER has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby except for ANDERSON & CARR. PURCHASER hereby indemnifies SELLER and agrees to hold SELLER free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which SELLER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by PURCHASER whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Property contemplated herein.

16. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with

applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

17. NOTICE.

All written notices shall be deemed effective if sent to the following places:

PURCHASER: Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, Florida 33444
Attn: Diane Colonna, Executive Director

With Copy to: Donald J. Doody, Esq.
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923

SELLER: Robin Thomas
Andrea Conley
Personal Rep. for Frances Thomas
C/O Arnold "Skip" Straus, Esq.
Straus & Eisler, P.A.
10081 Pines Blvd., Suite C
Pembroke Pines, FL 33024

With a Copy to: Arnold "Skip" Straus, Esq.
Straus & Eisler, P.A.
10081 Pines Blvd., Suite C
Pembroke Pines, FL 33024

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Palm Beach County, Florida.

19. **ASSIGNABILITY.** PURCHASER may NOT assign this Agreement.

20. **ENTIRE AGREEMENT.**

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

21. **AMENDMENT.**

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

22. **SUCCESSORS.**

This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

23. **COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

24. **LITIGATION COSTS:**

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

25. **RADON GAS:**

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 and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates

indicated above:

PURCHASER:

WITNESSES:

Delray Beach Community Redevelopment Agency

Print Name: _____

By: Herman Stevens, Chair
Signed on: _____

WITNESSES:

Tim Lewis

Print Name: Tim Lewis
Wilkinson Estelam

Print Name: Wilkinson Estelam

SELLER:

Robin Thomas

By: Robin Thomas, as co-personal representative of the Estate of Willie Thomas a/k/a Willie W. Thomas, Deceased and of the Estate of Frances Thomas, Deceased

Signed on: 10/14/2014

Tim Lewis

Print Name: Tim Lewis
Wilkinson Estelam

Print Name: Wilkinson Estelam

Andrea Conley

By: Andrea Conley, as co-personal representative of the Estate of Willie Thomas a/k/a Willie W. Thomas, Deceased and of the Estate of Frances Thomas, Deceased

Signed on: 10/14/2014

ESCROW AGENT

Accepted and Agreed to:
GOREN, CHEROF, DOODY & EZROL, P.A.

By: _____

Signed on: _____

EXHIBIT "A"
LEGAL DESCRIPTION

A lot 99.4 feet by 125 feet described as follows:

Beginning at the Northwest corner of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 46 South, Range 43 East, thence run East 25 feet to the Point of Beginning; thence South 99.4 feet, thence East 125 feet, thence North 99.4 feet, thence West 125 feet to the Point of Beginning, according to the Plat of Fenno's Subdivision, Plat Book 2, Page 89, of the Public Records of Palm Beach County, Florida.

Folio No. 12-43-46-17-42-010-0020

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY PURCHASER)

EXHIBIT "B"

PERSONAL PROPERTY

(TO BE PROVIDED IF ANY)

Exhibit "C"

FLORIDA RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2014, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., (hereinafter referred to as "Landlord") and ROBIN THOMAS, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of that certain real property located at 23 NW 10TH Avenue, Delray Beach, Florida (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM.** The Term of this Lease shall be for SIXTY (60) days subsequent to the date Landlord obtains title to the Premises subject to the provisions set forth herein. This Agreement shall commence on _____, 2014 ("Commencement Date"). The termination date shall be on _____, 2015.
- 2. RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. Tenant, jointly and severally, shall pay to Landlord Zero Dollars (\$0.00) per month as Rent for the Term of the Agreement.
- 3. SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord in addition to the initial rental payment due pursuant to Section 2, the sum of Two Hundred Dollars (\$200.00) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement conditioned upon the Premises not being damaged except for ordinary wear and tear.

Landlord will hold Tenant's security deposit in an account in the following Florida banking institution: City National Bank. Landlord will not commingle the security deposit funds with those funds in the Landlord's primary bank account. Rather, Landlord will maintain the security deposit funds in a separate non-interest bearing account for the benefit of the Tenant. Accordingly, Tenant will NOT receive any interest on the security deposit.

In accordance with Florida law (Florida Statute Section 83.49), Landlord is required to include in Tenant's lease the following provisions regarding return of security deposits. Florida Statute Section 83.49(3):

(a) Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord shall have 30 days to give the Tenant written notice by certified mail to the Tenant's last know mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$N/A upon Tenant's security deposit, due to N/A. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from you security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit.

Tenant's objection must be sent to the Landlord at the following address: 20 North Swinton Avenue, Delray Beach, Florida 33444.

(b) Unless the Tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the Tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

4. USE OF PREMISES. The Premises shall be used and occupied by the Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition and accepts the Premises in "As Is" condition.

6. **UTILITIES.** Tenant shall maintain an account with Florida Power and Light (FPL) for electric. Tenant shall be solely responsible for water and sewer, cable service, phone service, landscape and lawn maintenance, internet service.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises. In the event the Tenant makes any alterations, changes, and/or improvements to the Premises, this Agreement shall be null and void, and be immediately terminated.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **MAINTENANCE AND REPAIR.** Tenant will, at their sole expense, keep and maintain the Premises appurtenances, fixtures and all appliances in existing condition and repair as of the date of the Lease during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, the following shall apply:

A) Tenant shall:

- 1.) Not obstruct the driveways, sidewalks, courts, entry ways, and/or halls, which shall be used for the purposes of ingress and egress only;
- 2.) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; the tinting of any windows is prohibited.
- 3.) Not obstruct or cover the windows or doors;
- 4.) Not leave windows or doors in an open position during any inclement weather;
- 5.) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- 6.) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- 7.) Keep all sinks, toilets, and all other water and plumbing apparatus in existing condition as of the date of the Lease and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- 8.) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; No guests or visitors of the Tenant shall be allowed in the Premises at any time without the Tenant being present within the Premises.

- 9.) Keep all radios, television sets, stereos, phonographs, computers etc., turned down to a level of sound that does not annoy or interfere with neighboring residents;
- 10.) Deposit all trash, garbage, rubbish or refuse in the appropriate locations and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

B) PURCHASER (Landlord) shall:

- 1) Be responsible for structural and roof repairs.

11. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

12. INSPECTION OF PREMISES. Upon reasonable notice, Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

13. RISK OF LOSS/INSURANCE. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

14. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises without the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at one and one-half times the Rent charged pursuant to this Agreement, per month, and such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

15. SURRENDER OF PREMISES. Unless terminated earlier by Landlord, upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

16. **ANIMALS.** The Tenant shall not be entitled to have any pets within the Premises during the Term.

17. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

18. **INDEMNIFICATION.** LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

19. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within fifteen (15) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.

20. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

21. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

22. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

23. **GOVERNING LAW, VENUE.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida, with venue for any litigation in the appropriate state court in and for Palm Beach County, Florida.

24. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

25. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

26. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

27. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

28. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

29. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT NOT LIMITED TO, ANY ISSUES INVOLVING TENANT'S TENANCY.

31. **RADON NOTIFICATION.** Pursuant to Section 404.056(8), Florida Statutes, the following disclosure is made: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas 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 Public Health Unit.

32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: Diane Colonna
Delray Beach Community Redevelopment Agency
20 North Swinton Ave.
Delray Beach, FL 33444
Telephone No.

With copy to: Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, PA
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

If to Tenant to: Robin Thomas
23 NW 10th Ave.
Delray Beach, FL 33444
Telephone No. _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this _____ day of _____, 2014.

LANDLORD:
DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY
Sign: _____
Print: Herman Stevens, Chair
Date: _____

As to Tenant, this _____ day of _____, 2014.

TENANT("Tenant"):
Sign: _____
Print: Robin Thomas
Date: _____