

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”)** is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Boynton Beach, a Florida municipal corporation (the “SELLER”), and Boynton Beach Faith-Based Community Development Corporation, a Florida not-for-profit corporation (“PURCHASER”).

### **WITNESSETH:**

**WHEREAS**, SELLER is the fee simple owner of the real property located on NW 13<sup>th</sup> Avenue, in the City of Boynton Beach, Palm Beach County, Florida, more particularly described in Exhibit “A” attached hereto (“**Property**”); and

**WHEREAS**, the Property is being acquired with the primary intent of constructing affordable housing to an income eligible family; and

**WHEREAS**, SELLER desires to sell to PURCHASER, and PURCHASER desires to purchase from SELLER, the Property upon the terms and conditions herein below set forth.

**NOW, THEREFORE**, for and in consideration of the premises, the payment of Ten Dollars and No Cents (\$10.00) in hand paid by PURCHASER to SELLER, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and 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 on NW 13<sup>th</sup> Avenue, in the City of Boynton Beach, County of Palm Beach, State of Florida (the “Property”), more particularly described in **Exhibit "A"** attached hereto.

1.2 Closing Date. The Closing Date is the date on which the closing (“Closing”) shall occur and shall be no later than thirty (30) calendar days from the completion of the Inspection Period, and any extension thereof as mutually approved by the parties.

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

1.4 Effective Date. The Effective Date of this Agreement shall be the date when the last one of the Seller and Purchaser has signed the Agreement.

1.5 SELLER'S Address. Seller’s mailing address is 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: James A. Cherof, Esq., at 3099

East Commercial Boulevard, Suite 200, Ft. Lauderdale, Florida 33308.

1.6 PURCHASER'S Address. Purchaser's mailing address is 2191 N. Seacrest Boulevard, P.O. Box 337, Boynton Beach, FL 33425.

1.7. 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.**

2.1 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 for the total Purchase Price of TEN AND 00/100 DOLLARS (\$10.00) and upon and subject to the terms and conditions hereinafter set forth.

2.2 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 Land 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) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

## **3. INSPECTIONS.**

3.1 PURCHASER shall have thirty (30) days from the Effective Date to perform inspections of the Property as the PURCHASER deems necessary ("Inspection Period"). Within five (5) business days following the Effective Date of the Agreement, Seller shall provide Buyer with access to the following: (1) Documentation in Seller's possession relating to title and survey of the Property and (2) Copies of any environmental reports and topography, geotechnical and other studies that were previously performed for or upon the Property in Seller's possession.

3.2 During the Inspection Period, PURCHASER shall, at its 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 its 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 provided however, no invasive environmental tests, surveys, audits or inspections may be performed by PURCHASER unless SELLER has provided its written consent thereto, which consent will not be unreasonably withheld, delayed or conditioned. PURCHASER shall promptly repair and restore any damage to the Property caused by, and will not allow any lien or claim of lien to be recorded as a result of PURCHASER'S inspections. To the extent permitted by law, and subject to the limitations of Section 768.28, Florida Statutes, 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 and/or its contractors and consultants during inspections that are done pursuant hereto which obligation shall survive termination of, or Closing under this Agreement. Any contractors or consultants engaged by PURCHASER to perform such inspections shall be licensed by the State of Florida and, prior to entering the Property, shall provide SELLER with evidence of insurance coverage in an amount and with a company reasonably satisfactory to SELLER.

3.3 During the Inspection Period, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement for any reason. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER's counsel, which notice must be received prior to the expiration of the Inspection Period.

3.4 If during the Inspection Period PURCHASER delivers written notice to SELLER of PURCHASER'S determination that the Property is satisfactory and is approved by PURCHASER or if PURCHASER fails to timely deliver to SELLER any written notice exercising the termination right granted to PURCHASER, then this Agreement shall remain in full force and effect, and the parties shall proceed to closing.

#### **4. SELLER'S REPRESENTATIONS.**

4.1 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, in which case SELLER shall immediately provide PURCHASER notice of such contrary information and upon receipt PURCHASER may, in its sole discretion, deem such contrary information material and terminate this Agreement, and (iii) shall survive the

Closing:

4.2 At all times from the Effective Date until the Closing on the Property, SELLER shall keep the Property free and clear of all liens, encumbrances and/or clouds upon title, including without limitation, liens related to service, labor and/or materials furnished to, or for the benefit of, the Property, lis pendens, tax liens, permit violations, code violations, ordinance violations, 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).

4.3 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 Land.

4.4 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the SELLER do not and will not violate any public or corporate obligations of the SELLER 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 SELLER is a party nor will create a lien or encumbrance upon the Property or assets of the SELLER.

4.5 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 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.

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

4.7 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 its 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 Effective Date to the Closing Date.

4.8 REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE: SELLER makes and shall make

no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by SELLER at Closing in accordance with this Agreement. SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis and that, except for the SELLER’S representations and warranties specifically set forth in this Agreement and those obligations described in the Development Agreement, PURCHASER is not relying on any representations or warranties of any kind whatsoever, except as specifically set forth in this Agreement, express or implied, from SELLER its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property’s value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

4.9 As used herein, the term “Hazardous Materials” means (i) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste”, (iii) such other

substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

**5. EVIDENCE OF TITLE.**

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property. PURCHASER may secure a title insurance commitment issued by a title insurance underwriter approved by PURCHASER, for the subject Property insuring PURCHASER'S title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

5.2 If PURCHASER so desires to obtain title insurance on the Property, the PURCHASER shall have Ten (10) days from the date of receiving said commitment to examine the title commitment ("Title Inspection Period"). If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER within 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 cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (i) 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; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. Survey and Legal Description. Within ten (10) days of the Effective Date of this Agreement, SELLER shall provide PURCHASER with: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the land, 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 Land. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

**6. PURCHASER'S REPRESENTATIONS.**

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

6.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

6.2 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.

6.3 No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

6.4 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) PURCHASER has completed its inspection of the Property, and performed all of its obligations and conditions of this Agreement.

(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 City of Boynton Beach City Commission.

**8. CLOSING DOCUMENTS.**

8.1 At Closing, SELLER shall deliver to PURCHASER a Special 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.

8.2 Right to Repurchase Agreement. At Closing, PURCHASER and SELLER shall execute the

Right to Repurchase Agreement as provided herein.

**9. CLOSING COSTS, TAXES AND PRORATIONS.**

9.1 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 Revenue Collector. 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.

9.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at Closing:

(a). Cost of providing marketable title as provided herein;

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

(a) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes;

(b) Recording fees of the Warranty Deed, Right to Repurchase, Mortgage, if any, and any other instrument as required to be recorded in the Public Records, and

(c) Cost of obtaining owner's title insurance policy.

**10. CLOSING DATE AND PLACE.**

The Closing will take place on or before the expiration of thirty (30) calendar days following the approval of the Site Plan for the Property, and the expiration of any appeal time frames, at a location designated by the SELLER.

**11. TERMINATION AND DEFAULT.**

11.1 Termination by Purchaser. In the event that any inspections as set forth in Section 3. herein and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period, prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement. PURCHASER will provide written notice of said termination by mail or facsimile to SELLER no later than the date of expiration of the Inspection Period

11.2 Default. In the event of a default by SELLER, SELLER shall pay to PURCHASER all funds expended by PURCHASER on the development, improvement, or maintenance of the Property, prior to the Closing. Further, if SELLER defaults, PURCHASER shall have the election of the following remedies: (1) seek damages incurred by PURCHASER resulting from SELLER'S default; or (2) equitable relief to enforce the terms and conditions of this Agreement through a decree for specific performance and/or injunctive relief.

11.3 In the event of default by PURCHASER, SELLER shall have the election of the following remedies: (1) seek damages incurred by SELLER resulting from PURCHASER'S default, including without



limitation; or (2) equitable relief to enforce the terms and conditions of this Agreement through a decree for specific performance and/or injunctive relief.

**12. RIGHT TO REPURCHASE.** SELLER expressly reserves the right at its sole option and election, to repurchase the Property for the same Purchase Price as paid by PURCHASER to SELLER hereunder, in the event the SELLER shall fail to construct and obtain a certificate of occupancy for a single family residence within eighteen (18) months of the Closing Date; subject, however, to extensions for delays attributable to force majeure as hereinafter provided. Accordingly, prior to closing, PURCHASER and SELLER shall enter into a separate Right to Repurchase Agreement which is to be recorded in the Public Records of Palm Beach County, Florida, and provide for the ability of the SELLER to repurchase the Property for the same Purchase Price from the PURCHASER. Notwithstanding the provisions of the immediately preceding sentences, the dates provided above may be extended on a day for day basis for delays occasioned by acts of God, catastrophe and inclement weather which is in excess of those days normally forecasted by the National Weather Service for the given month in South Florida which interfere with construction, unforeseen physical conditions on the site, unavailability or shortages of material or labor, labor disputes, governmental approvals or restrictions and any appeals thereof, claims or lawsuits by any third party (whether individual or otherwise) threatened or instituted to prevent the issuance of any approvals or permits, the commencement of construction or otherwise stop construction of the development after commencement, or other matters beyond the reasonable control of PURCHASER (collectively "Force Majeure"). By the tenth (10) business day of each of month, PURCHASER shall deliver or cause to be delivered to SELLER a list of the days during each proceeding month as to which PURCHASER believes the Force Majeure provisions apply and the reasons therefore. SELLER shall, within ten (10) business days after receipt of any such list provide notice to PURCHASER as to whether SELLER disputes that any of the days set forth on that list would give rise to an extension of time for PURCHASER's performance based on Force Majeure. Any days claimed to be subject to the foregoing Force Majeure provision by PURCHASER which are not so disputed by SELLER within said time period shall be deemed approved by SELLER. In the event of a dispute between SELLER and PURCHASER as to whether there has been a commencement of construction as provided in this Section or whether a claim for delay is valid or otherwise in connection with this Agreement and the transactions contemplated thereby shall be endeavored to be resolved and settled by mediation using a mutually acceptable third-party mediator. Such mediator shall be appointed upon the written demand of either party. Upon such appointment, the mediation shall be held within fifteen (15) days at a mutually agreeable site in Palm Beach County, Florida. The fees and expenses of such mediator shall be born equally by the parties hereto. In the event of the failure of the parties to settle the dispute by mediation, either party may bring the dispute for legal redress before the City Court in and for Palm Beach County, Florida.

13. **BROKER.** The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Florida law.

14. **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.

15. **NOTICE.**

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

PURCHASER: Boynton Beach Faith Based Community Development Corporation  
2191 N. Seacrest Boulevard  
P.O. Box 337  
Boynton Beach, FL 33425  
Attn: Keturah Joseph, Executive Director

SELLER: City of Boynton Beach  
100 E. Boynton Beach Boulevard  
Boynton Beach, FL 33435  
Attn: Lori LaVerriere, City Manager

With Copy to: James A. Cherof, Esq.  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 East Commercial Boulevard, #200  
Fort Lauderdale, Florida 33308  
Tel: (561) 276-9400  
Fax: (954) 771-4923

16. **GOVERNING LAW & VENUE.** This Agreement shall be governed by the laws of the State of Florida. Each party agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Agreement, including any claims based upon equity, statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non convenient grounds.

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

18. **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.

19. **SUCCESSORS.** This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER. Any assignment of this Agreement must be approved by the

**20. 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.

**21. 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.

**22. WAIVER OF JURY TRIAL.** Each party hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any dispute, litigation or court action (including, but not limited to, any claims, crossclaims or third-party claims) arising from, growing out of, or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for the parties to enter into this Agreement. Each party hereby certifies that no representative or agent of the other party has represented, expressly or otherwise, that either party would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

**23. PRECEDENCE.** In the event of conflict, handwritten provisions shall take precedence over typewritten and printed provisions. Typewritten provisions shall take precedence over printed provisions.

**24. DRAFTING.** This Agreement has been negotiated and drafted mutually by the parties and shall be construed and interpreted as if both parties drafted same so that neither party shall be entitled to the benefits of any rules of construction, interpretation or enforcement against the drafters.

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

ATTEST:

CITY OF BOYNTON BEACH, a municipal  
corporation of the State of Florida

\_\_\_\_\_  
Judith Pyle, City Clerk

By: \_\_\_\_\_  
Lori LaVerriere, City Manager

Approved as to Form:

(SEAL)

\_\_\_\_\_  
Office of the City Attorney

STATE OF FLORIDA                     )  
  )ss:  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Lori LaVerriere, as City Manager of the City of Boynton Beach, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name of Notary Public

BOYNTON BEACH FAITH BASED  
COMMUNITY DEVELOPMENT  
CORPORATION., a Florida not-for-profit  
corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA            )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, and as \_\_\_\_\_ and \_\_\_\_\_ of Boynton Beach Faith Based Community Development Corporation, a Florida not-for-profit corporation, who is personally known to me or has produced a \_\_\_\_\_ as identification, on behalf of Boynton Beach Faith Based Community Development Corporation, and has executed the foregoing instrument on behalf of Boynton Beach Faith Based Community Development Corporation.

My commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel 1:**

**Legal description to be confirmed by survey to be provided**

**Folio No.: 08-43-45-21-33-000-0070**