

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025 ("Agreement") by and between the **City of Delray Beach, a Florida municipal corporation**, whose post office address is 100 NW 1st Avenue, Delray Beach, Florida 33444 (hereinafter referred to as "PURCHASER") and 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 "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 shall have the following meanings:

1.1 Property. That certain real property located at 617 NW 2nd Street, Delray Beach, Florida as more particularly described in **Exhibit "A,"** attached hereto and made a part hereof.

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

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 upon its execution by all parties to this Agreement.

1.5 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 identified on **Exhibit “A”** for the total purchase price of Ten and 00/100 Dollars (\$10.00), subject to the terms and conditions hereinafter set forth.

2.2 PURCHASER’s obligation to close the transaction in accordance with the provisions of this Agreement is contingent upon the SELLER’s ability to deliver good and marketable title for the Property in accordance herewith.

2.2 The purchase includes:

- (a) All buildings and improvements located on the Property, if any; and
- (b) All rights-of-way, alleys, waters, privileges, easements and appurtenances which are on or benefit the Property.

3. SELLER’S REPRESENTATIONS.

3.1 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:

3.1.1 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.

3.1.2 SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER's obligations hereunder.

3.1.3 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, amendment to leases, easements, covenants, conditions or restrictions.

4. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of PURCHASER's knowledge that it has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

5. CLOSING DOCUMENTS.

5.1 At Closing, SELLER shall deliver to PURCHASER a Special Warranty Deed.

5.2 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), if any.
- (b) Recording fees of the Deed and any other instrument as required to be recorded in the Public Records, and Documentary Stamps on the Deed, if any.

6. NOTICE.

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

PURCHASER: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With a Copy to: City Attorney's Office
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

SELLER: Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, Florida 33444
Attn: Renee Jadusingh, 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

7. 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.

8. ASSIGNABILITY.

PURCHASER may assign this Agreement.

9. ENTIRE AGREEMENT.

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

10. 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.

11. SUCCESSORS.

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

12. 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.

13. 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.

[Signature Page to Follow]

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

ATTEST:

**CITY OF DELRAY BEACH, FLORIDA
PURCHASER**

Alexis Givings, City Clerk

By: _____
Thomas F. Carney Jr., Mayor

Approved as to Form:

Date: _____

Lynn Gelin, City Attorney

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY
SELLER**

By: Angela D. Burns
Angela D. Burns, Chair

ATTEST:

Date: 4/18/25

Renée A. Jadusingh
Renée A. Jadusingh, Esq., Executive Director

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

Jeff Hoody
Legal Advisor

EXHIBIT "A"
LEGAL DESCRIPTION

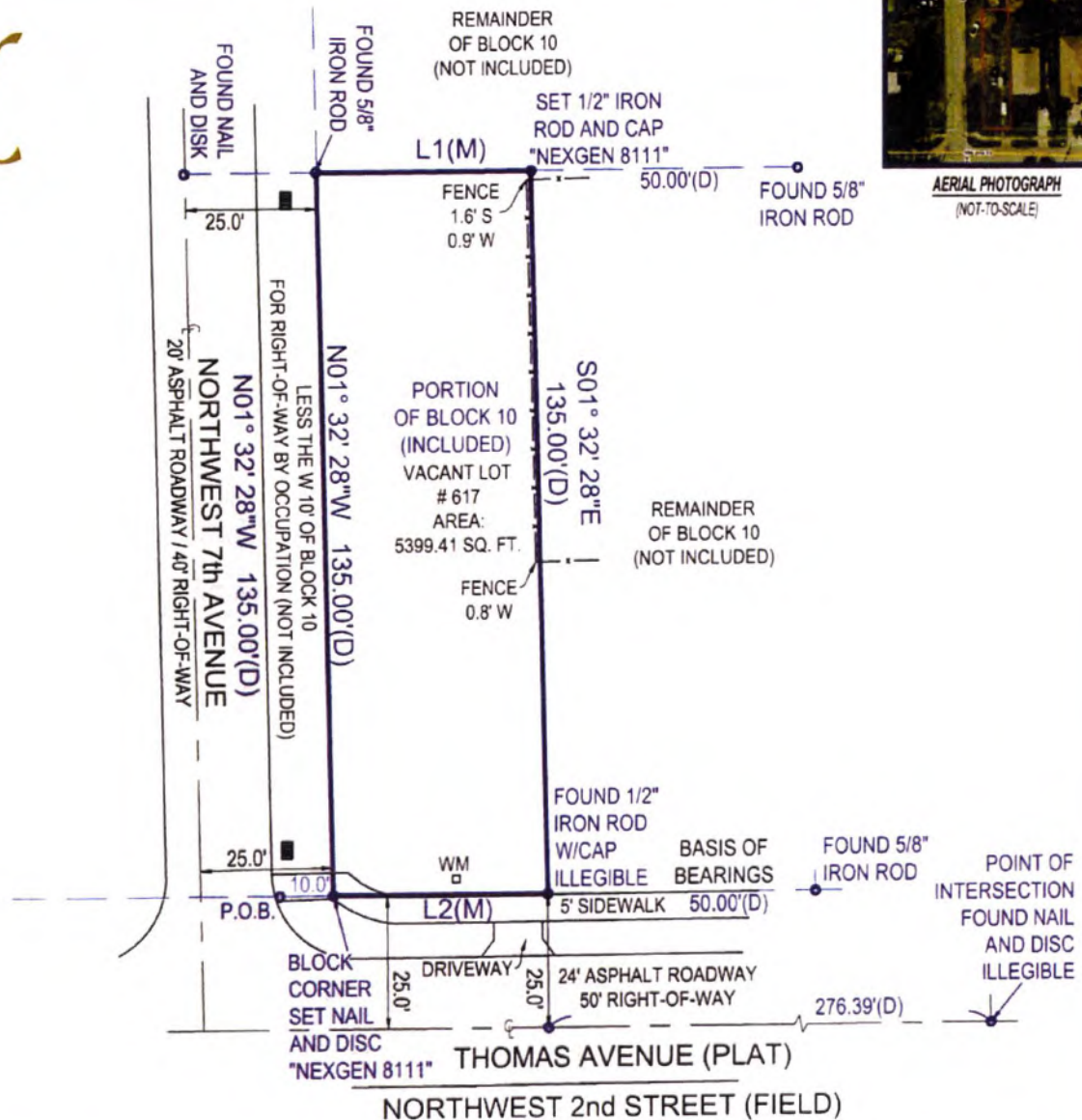
617 NORTHWEST 2nd STREET, DELRAY BEACH, FL. 33444



SCALE: 1"=30'



AERIAL PHOTOGRAPH
(NOT-TO-SCALE)



- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 03-15-2024
 Drawn By: Oleg
 Order #: 230112
 Last Revision Date: None
 Boundary Survey prepared by: L18111
 NexGen Surveying, LLC
 561-508-6272
 1547 Prosperity Farms
 Lake Park FL, 33403

NEXGEN
 SURVEYING, LLC.



LEGAL DESCRIPTION OF: 617 NW 2ND ST, DELRAY BEACH, FL, 33444

THE WEST 50 FEET OF THE SOUTH 135 FEET OF BLOCK 10, MAP OF THE TOWN OF LINTON, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 3 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 10 FOR A POINT OF BEGINNING, THENCE NORTH 135 FEET, THENCE EAST 50 FEET, THENCE SOUTH 135 FEET, THENCE WEST 50 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF DELRAY BEACH (FORMERLY LINTON), ACCORDING TO THE PLAT NOW ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

CERTIFIED TO:

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, A FLORIDA PUBLIC BODY CORPORATE AND POLITIC CREATED PURSUANT TO SECTION 163.356 F.S.
CHICAGO TITLE INSURANCE COMPANY
GOREN, CHEROF, DOODY & EZROL, P.A.

FLOOD ZONE:

12099C0979F
ZONE X
EFF: 10/05/2017

SURVEY NOTES:

- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCE CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.
- COMMUNITY SIDEWALK CROSSES THE BOUNDARY LINE ON SOUTHERLY SIDE OF LOT AS SHOWN.

LEGEND

A/C	-AIR CONDITIONER
WM	-WATER METER
AL	-ARC LENGTH
(C)	-CALCULATED
(M)	-MEASURED
P.O.B.	-POINT OF BEGINNING
P.O.C.	-POINT OF COMMENCEMENT
&	-AND
P.B.	-PLAT BOOK
PG	-PAGE
U.E.	-UTILITY EASEMENT
D.E.	-DRAINAGE EASEMENT
P.U.E.	-PUBLIC UTILITY EASEMENT
L.A.E.	-LIMITED ACCESS EASEMENT
L.M.E.	-LAKE MAINTENANCE EASEMENT
O.H.E.	-OVERHEAD EASEMENT
R	-RADIUS
(R)	-RECORD
O.R.B.	-OFFICIAL RECORDS BOOK
Sq.Ft.	-SQUARE FEET
Ac.	-ACRES
DB	-DEED BOOK
(D)	-DEED
(P)	-PLAT
EOW	-EDGE OF WATER
TOB	-TOP OF BANK
OHL	-OVERHEAD LINE
C/O	-CLEAN OUT
ELEV	-ELEVATION
FF	-FINISHED FLOOR
LS	-LICENSED SURVEYOR
LB	-LICENSED BUSINESS
PSM	-PROFESSIONAL SURVEYOR & MAPPER
-x-	-FENCE
#	-NUMBER
±	-PLUS OR MINUS
□	-ASPHALT
□	-CONCRETE
□	-PAVER/BRICK
□	-WOOD
☆	-LIGHT POLE
⊗	-WELL
⊗	-WATER VALVE
⊗	-CENTER LINE
□	-CATCH BASIN
⊗	-FIRE HYDRANT
⊗	-UTILITY POLE
⊗	-MANHOLE
⊗	-ELEVATION

SOME ITEMS IN LEGEND MAY NOT
APPEAR ON DRAWING.

GENERAL NOTES:

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS. DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR).

LB8111

info@NexGenSurveying.com

**561-508-6272**

1547 Prosperity Farms
Lake Park
FL 33403

