

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018 ("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 "SELLER") and the **Habitat For Humanity of South Palm Beach County, Inc., a Florida not for profit corporation**, whose post office address is 181 SE 5th Avenue, Delray Beach, FL 33483, (hereinafter referred to as "PURCHASER").

In consideration of the mutual covenants, 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 real property located at 238 SW 14th Avenue, Delray Beach in Palm Beach County, Florida and more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof.

1.2 **Closing.** The delivery of the Special Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER pursuant to the terms and conditions of this Agreement.

1.3 **Closing Date.** The closing of this transaction shall be within thirty (30) days after the expiration of the inspection period as provided herein.

1.4 **Deed.** A Special Warranty Deed, which shall convey the Property from SELLER to PURCHASER.

1.5 **Earnest Money.** The sum of One Hundred and 00/100 Dollars (\$100.00) delivered by the PURCHASER to the 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 **Escrow Agent.** Goren, Cherof, Doody, & Ezrol, P.A. with offices at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida and 76 NE 5th Avenue, Delray Beach, Florida 33463.

1.8 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 AND SALE.

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 subject to verification by a certified survey for a purchase price of One Thousand and 00/100 (\$1,000.00) Dollars ("Purchase Price").

2.1 Earnest Money. Concurrently with the execution of this Agreement by PURCHASER and SELLER, PURCHASER shall deposit and cause to be placed in an interest bearing escrow account maintained by the Escrow Agency monies in the amount of One Hundred and 00/100 Dollars (\$100.00), (the "Escrow Deposit"). 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 deposit. Except in the event of PURCHASER's default hereunder, the interest on the Escrow Deposit shall insure to the benefit of PURCHASER.

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at the closing by readily negotiable funds drawn on a local financial institution pursuant to the terms of the Agreement for Purchase and Sale or by wire transfer to an account identified 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;
- (d) To the extent transferable, all licenses, permits, approvals, and other

governmental authorizations relating to the operation use or occupancy of the Property to the extent the same are transferable to PURCHASER and in effect as of the Closing Date (the "Contracts").

3. INSPECTIONS. PURCHASER shall have a thirty (30) calendar day period of time commencing as of the Effective Date to determine that the Property is satisfactory for PURCHASER'S intended purpose (hereinafter the "Inspection Period"). Additionally, that the Property has adequate services available and that all Federal, State, County and local laws, rules and regulations have been and are currently being complied with relative to the Property. The PURCHASER and SELLER may agree to extend the Inspection Period through the execution of a written amendment to this Agreement, signed by the SELLER's Executive Director, and the PURCHASER's authorized representative.

a) During the Inspection Period, it shall be the responsibility of the PURCHASER to 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 Property and installed to the Property lines. Furthermore, it is incumbent upon the PURCHASER to determine that the existing zoning classification on all the Property will permit PURCHASER to construct, develop and utilize the Property as intended. 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 an on-site inspection. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property, during this period prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement prior to the expiration of the Inspection Period. PURCHASER does hereby represent and warrant that it agrees to hold SELLER harmless during inspections conducted on the Property. In the event the PURCHASER deems the Property unsatisfactory, then in that event, PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER'S counsel at any time prior to 5:00 p.m. EST on or before the expiration of the Inspection Period and receive an immediate refund of all deposits plus interest paid hereto or proceed to closing as set forth herein.

b) Inspection Documents during the Inspection Period. SELLER shall provide PURCHASER within ten (10) days of the Effective Date with copies of any appraisals, environmental reports, surveys, and all other studies it may have its possession relating to the Property and shall consent to an assignment of such items to PURCHASER or PURCHASER's lending institution and shall provide all and existing Leases on the Property.

c) PURCHASER's right to inspect and enter on to the Property during the Inspection Period is expressly conditioned upon PURCHASER's covenant to protect the Seller from the filing of any liens against the Property. In the event that any such liens are filed as a result of work performed or requested by PURCHASER, the PURCHASER shall either pay the sum claimed by the lienor or bond such claim in the manner permitted by law within five (5) days after PURCHASER receives notice of the lien. If PURCHASER does not discharge or transfer to bond any claims of lienor after three (3) days written notice by SELLER, then PURCHASER shall be in breach of this Agreement and PURCHASER shall be responsible for damages caused thereby.

d) All inspections referenced herein shall be conducted and completed within the inspection period as identified in Section 3.

4. SELLER'S REPRESENTATIONS. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its 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 that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1 At all times prior to closing, SELLER shall keep the Property 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.

4.2 SELLER has no actual knowledge of pending or contemplated condemnation proceedings affecting the Property or any part thereof.

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 Property.

4.4 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, and 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, PURCHASER is not relying on any representations or warranties of any kind whatsoever, 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.

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.

4.5 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder.

4.6 SELLER warrants that it will not, between the date of this Agreement and the closing, without PURCHASER'S prior written consent, create by its 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.

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

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at closing, by delivery of a Special Warranty Deed, the subject Property, including all easements and restrictions of record with the exception of the encroachment(s), if any. SELLER shall, during the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter approved and 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. Within fifteen (15) calendar days of the Effective Date, SELLER shall deliver to PURCHASER a title commitment as described herein for the Property to be purchased by PURCHASER.

PURCHASER shall have ten (10) 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 shall within ten (10) days of receipt of said commitment, 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, may be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within fifteen (15) days after PURCHASER has provided notice to SELLER. Within ten (10) 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 other than as set forth herein. 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 ten (10) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent, together with interest thereon, shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.2. Survey and Legal Description. Within fifteen (15) days of the Effective Date, PURCHASER shall obtain a current survey of the Property, 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 and other matters as reflected on Schedule B II of the title commitment 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 ten (10) 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. RISK OF LOSS.

6.1 Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the Special Warranty 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 Five Thousand (\$5,000.00) Dollars: (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 pay to PURCHASER on the date of closing the full amount of any deductible 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 One Hundred Thousand (\$100,000.00) 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:

7. TRANSFER OF TITLE SUBJECT TO. Except as otherwise set forth, the Property shall be conveyed subject only to those exceptions as set forth in paragraphs 2.3, 5.1 and 5.2 and to:

(a) Water lines, sanitary sewer, drainage, gas distribution, electrical and telephone easements of record provided that they are used to service the Property and provided that the buildings and other improvements, including but not limited to the Property, are not on the easements.

(b) Unpaid certified assessments payable after the date of the transfer of title.

(c) It shall be the sole and exclusive responsibility of the PURCHASER to relocate any utilities and any such relocation costs and expenses shall be borne by the PURCHASER.

(d) PURCHASER shall, in the event of any relocation of the utilities, provide to

the CITY or appropriate service provider easements for the relocated utilities.

8. ADJUSTMENTS AT CLOSING. The following are to be apportioned pro-rata to the date of closing:

All utilities, security deposits, rental payments, electric, non-delinquent taxes and assessments (real property and personal property) computed on a fiscal year basis, and water and sewer charges. 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. CLOSING DATE AND PLACE. The Closing date shall be within thirty (30) days of the expiration of the inspection. The Closing shall occur at the offices of the Escrow Agent, or other location as determined by SELLER.

10. DEFAULT. 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. In the event of a default by SELLER, PURCHASER shall be entitled to a return of the earnest money, and accrued interest as liquidated damages as its sole and exclusive remedy.

11. BROKER:

a) SELLER represents that it has not listed the Property for sale or otherwise entered into any agreement for the payment of a real estate brokerage commission regarding the sale of the Property with any broker or any other person entitled to be paid a brokerage commission in accordance with Florida law.

b) PURCHASER represents that it has not employed, or otherwise used, any broker or any other person entitled to be paid a brokerage commission in accordance with Florida law in conjunction with Purchaser's interest in purchasing the property.

12. COSTS. Upon closing, PURCHASER shall be responsible for all costs and expenses incurred, which shall include the obtainment of title insurance, documentary stamps to be affixed to the deed. All costs and expenses related to financing the acquisition and development of

the Property shall be borne by PURCHASER.

13. PURCHASER'S WARRANTIES. PURCHASER hereby acknowledges and warrants to the best of its knowledge that all of the following are true and correct and all shall survive the closing:

(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 performance by PURCHASER of the obligations hereunder have been duly authorized by the PURCHASER as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

(c) 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 organizational documents of PURCHASER'S general partner or any partnership agreement of the PURCHASER, do 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 terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the purchaser is a party.

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.

PURCHASER shall indemnify, hold harmless and defend SELLER, its partners, limited partners, officers, directors, employees and agents against all claims, demands, losses, liabilities, costs and expenses, including attorney's fees, imposed upon or accruing against SELLER as a result of the representations contained in this paragraph.

14. 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 PURCHASER shall fail to construct and obtain a certificate of occupancy for a single family residence within twenty four (24) 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 document 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.

15. 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.

16. NO MERGER. All warranties, representations, covenants, terms and conditions herein contained shall survive the delivery and recording of the deed for a period of nine months.

17. RIGHT TO TERMINATE. In the event that PURCHASER fails for whatever reason to meet its obligations set forth herein, SELLER shall have the right to terminate this Agreement after providing written notice of its intent to terminate ten (10) days of advance of the date of termination.

18. NO LIABILITY. Unless this Agreement is properly executed by both parties within the specified time period, neither party shall be obligated to perform the covenants herein contained.

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

SELLER: Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, Florida 33444
Attn: Jeff Costello, Executive Director

With Copy to: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Attn: David N. Tolces, Esquire
Telephone: (954) 771-4500 / (561) 276-9400
Fax: (954) 771-4923

PURCHASER: Habitat for Humanity of South Palm Beach County, Inc.
181 SE 5th Avenue
Delray Beach, Florida 33483
Attn: Mohamed Abdalla, Sr., Director of Government & Community Affairs

With a Copy to: _____

20. EFFECTIVE DATE. This Agreement shall be deemed effective as of the last date that the document is executed by either all of the parties and the Escrow Agent.

21. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

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

23. NO ORAL CHANGE. This Agreement may not be changed or amended orally.

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

25. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be and 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

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

PURCHASER:

Habitat for Humanity of South Palm Beach, Inc.

By: _____

Title: _____

Date: _____

SELLER:

Delray Beach Community Redevelopment
Agency

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

David N. Tolces, General Counsel
Delray Beach CRA

EXHIBIT "A"
LEGAL DESCRIPTION

Property ID No.: 12-43-46-17-19-003-0101

Property Address: 238 SW 14th Avenue, Delray Beach, Florida

Parcel 10, the North 55 feet of South 117 feet of the East Half of Block 3, subject to an easement of 8 feet on Westside of said parcel, said Block 3 being a part of Priest's Addition to Atlantic Park Gardens, Delray Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 23, Page 70, together with buildings and improvements located thereon.