

## **PURCHASE AND RELOCATION AGREEMENT**

THIS PURCHASE AND RELOCATION AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY ("PURCHASER"), a Florida public body, corporate and politic created pursuant to Chapter 163, Florida Statutes, and Azure 215 NE 7<sup>th</sup>, LLC, a Florida limited liability company (hereinafter referred to as "SELLER"), with an address of 290 SE 6<sup>th</sup> Avenue, Suite 5, Delray Beach, Florida, 33483.

### **W I T N E S S E T H:**

**WHEREAS**, SELLER owns the property located at 215 NE 7<sup>th</sup> Avenue, Delray Beach, Florida (the "Property"); and

**WHEREAS**, SELLER agrees to sell and, and PURCHASER agrees to purchase and relocate the single family house (the "House") located on the Property to a vacant parcel owned by the PURCHASER (the "Vacant Lot").

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The SELLER agrees to sell, and the PURCHASER agrees to purchase the House located on the Property, as defined herein, pursuant to the terms and conditions of this Agreement.

2. **Relocation of House and Disconnection of Utilities**

- A. The PURCHASER agrees to pay any and all costs associated with relocating the House located on the Property, to 20 N. Swinton Avenue, Delray Beach, which is located within the Delray Beach Community Redevelopment Area.
- B. The SELLER agrees to pay the costs associated with disconnecting the electricity, water, sanitary sewer, gas, cable television, and telephone connected to the House at 215 NE 7<sup>th</sup> Avenue, Delray Beach. All disconnections shall be completed prior to August 14, 2019.
- C. The PURCHASER shall be required to obtain and pay for any and all approvals from any governmental agencies that are necessary to relocate the House to 20 N. Swinton Avenue, Delray Beach.
- D. The SELLER agrees to fully cooperate, use its best efforts, and sign any permit applications or other documents necessary to disconnect any of the utilities, or to relocate the House upon PURCHASER's request.

3. PURCHASER shall have ten (10) days, commencing on the Effective Date, which shall be defined as the date the PURCHASER signs this Agreement, to perform any inspections of the House as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, the PURCHASER, at its own expense, shall undertake an inspection of the House in order to insure that the House can be relocated without substantial damage. 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. Prior to the expiration of the Inspection Period, the PURCHASER, at its sole and absolute discretion, may terminate this Agreement if the PURCHASER determines that the purchase of the House is not in the PURCHASER's best interest.

4. Following the expiration of the Inspection Period, and upon the PURCHASER obtaining all approvals and permits that are necessary to relocate the House, the SELLER shall sell and PURCHASER shall purchase the House, and all of the contents of the House. The PURCHASER and SELLER agree that the sale of the House shall occur no later than July 31, 2019 (the "Closing Date"). In the event that the PURCHASER is unable to obtain all approvals and permits prior to the Closing Date, the parties agree that the Closing Date may be extended for an additional period of time in order to provide the PURCHASER with the necessary time to obtain the permits and approvals to relocate the House. If the PURCHASER is unable to obtain the permits and approvals on or before July 31, 2019, either party may elect to terminate this Agreement by providing written notice to the other party that the Agreement is terminated, and neither party will have any further obligation to perform pursuant to the terms of this Agreement, except that SELLER shall assign, to the extent assignable, and deliver to PURCHASER, all approvals, permits and historical designations, which are not site specific to the lot where PURCHASER intends to relocate the House. PURCHASER shall provide SELLER with written and timely notice of the public meetings, approvals, or issuance of any plans or permits related to the relocation of the House from any applicable government agency.

5. All personal property located within the House shall also be included in the sale, in an "As Is" condition, with no warranties. In consideration of the sale of the House, the PURCHASER agrees to pay to SELLER as and for the total purchase price for the House, the total sum of \$10.00 on the Closing Date. On or before the Closing Date, the SELLER shall execute a Bill of Sale, which shall be in substantially similar form to the Bill of Sale which is attached hereto as Exhibit "A", and incorporated herein by reference.

6. No later than August 14, 2019, the PURCHASER shall relocate the House to a lot owned by PURCHASER. PURCHASER shall pay all costs associated with the relocation of the House. If the House is not relocated on or before August 14, 2019, the SELLER may elect to terminate this Agreement by providing written notice to the PURCHASER that the PURCHASER is in default of the Agreement. Upon the PURCHASER's receipt of the notice of default, the PURCHASER shall have twenty (20) days from receipt of the notice of default to relocate the House. If the PURCHASER does not relocate the House within the twenty (20) day

cure period, and the parties do not agree to extend the cure period, the Agreement shall be terminated, and neither party will have any further obligation to perform pursuant to the terms of this Agreement, except that the PURCHASER shall return the executed Bill of Sale to SELLER. The parties may agree to extend the time period for the PURCHASER to move the House, through the execution of a written amendment to this Agreement.

7. The SELLER shall bear and assume all risk of loss with respect to the House up to and including the Closing Date and the delivery of the Bill of Sale to the PURCHASER. Thereafter PURCHASER shall bear all risk of loss with respect to the House.

8. 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, and (iii) shall survive the relocation of the House and delivery of the Bill of Sale for a period of six (6) months after the Closing Date. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

8.1 At all times from the Effective Date until the Closing Date and the SELLER's delivery of the Bill of Sale, SELLER shall keep the Property and the House 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 delivery of the Bill of Sale, 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).

8.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER 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 the House, or any part thereof.

8.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. SELLER acknowledges that this Agreement 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 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.

8.4 SELLER represents that it will not, between the Effective Date 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 its consent any encumbrances on

the Property or to the House. 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.

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

8.6 SELLER may enter into an agreement to sell the Property while this Agreement is in effect so long as this Agreement is specifically incorporated into the agreement to sell the Property, and that the agreement to sell the Property is specifically subject to the terms and conditions of this Agreement. Furthermore, any party to an agreement to sell the Property shall acknowledge, in writing, that it agrees to be bound by the terms of this Agreement. SELLER shall provide the PURCHASER a copy of any executed agreement to sell the Property so that PURCHASER can insure compliance with this provision. In addition, SELLER shall maintain the Property and House in its present condition, and make all necessary repairs to the House so as to ensure that the House remains in substantially the same condition from the Effective Date of this Agreement, up to and including the delivery of the Bill of Sale to PURCHASER.

9. This Agreement shall be interpreted and construed in accordance and governed by the laws of the State of Florida. Any litigation concerning this Agreement shall be commenced in Palm Beach County, Florida. SELLER and PURCHASER hereby waive their right to trial by jury.

10. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by PURCHASER without the prior written consent of SELLER, and only by a document of equal dignity herewith.

11. Time is of the essence throughout this Agreement. In computing time periods of less than six (6) days, Saturdays, Sundays, and State or National Legal Holidays shall be excluded. Any time periods provided for herein on any Saturday, Sunday, or a Legal Holiday shall extend to 5:00 p.m. or the next business day.

12. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of hereof shall be predicated upon any prior representations or agreements whether oral or written.

13. It is further agreed that no modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. This agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it is approved by the Delray Beach Community Redevelopment Agency ("CRA"), and executed by the CRA Chair.

15. The parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents, and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this agreement.

16. In the event Seller is able to take this relocation as a charitable gift or contribution, Purchaser agrees to sign any necessary paper work.

17. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, as the place for giving of notice in compliance with the provisions of this paragraph. The party(ies) may change the addresses at which notice is to be given by notice given as provided in this Article. Notices shall be deemed given when mailed properly addressed with postage prepaid:

PURCHASER: Delray Beach Community Redevelopment Agency  
20 North Swinton Avenue,  
Delray Beach, Florida 33444  
Attn: Jeff Costello, Executive Director  
Tel: (561) 276-8640  
Fax: (561) 276-8558

With a Copy to: David N. Tolces, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E. Commercial Blvd, Suite 200  
Fort Lauderdale, FL 33308  
Tel: (561) 276-9400  
Fax: (954) 771-4923

SELLER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: PURCHASER, Delray Beach Community Redevelopment Agency, signing by and through its Chair or other, duly authorized to execute same, and SELLER, Azure 715 NE 7<sup>th</sup>, LLC, a Florida limited liability company, signing by and through its managing member, authorized to execute same.

**PURCHASER**

ATTEST:

COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Jeff Costello, Executive Director

By: \_\_\_\_\_  
Shelly Petrolia, Chair

(SEAL)

Date: \_\_\_\_\_

I HEREBY APPROVE THIS  
AGREEMENT AS TO FORM

\_\_\_\_\_  
GENERAL COUNSEL

**SELLER**

AZURE 215 NE 7<sup>TH</sup> AVE, LLC, a Florida limited  
liability company

By: Azure Development, LLC, a Florida  
Limited liability company, its manager

By: \_\_\_\_\_  
Print Name: Richard Caster  
Title: Manager  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer  
or agent), of Azure 215 NE 7<sup>th</sup> Ave, LLC, a Florida limited liability company, on behalf of the  
limited liability company. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

DNT:dnt