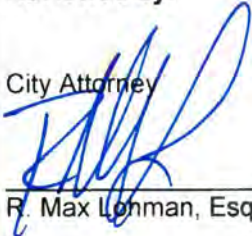
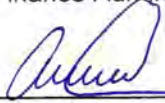





**CITY OF PALM BEACH GARDENS
CITY COUNCIL
Agenda Cover Memorandum**

**Meeting Date: September 20, 2018
Resolution 60, 2018**

Subject/Agenda Item: Recommendation for the Sale of City-Owned Property at 9290 Park Lane (Hilltop Property).

- Recommendation to APPROVE**
 Recommendation to DENY

<p>Reviewed by:</p> <p>City Attorney  R. Max Lohman, Esq.</p> <p>Finance Administrator  Allan Owens</p>	<p>Originating Dept.: Purchasing  Km! Ra Purchasing Director</p> <p>Advertised: NA Date: Paper: <input checked="" type="checkbox"/> Not Required</p>	<p>Cost: \$0.00 (Total) \$ <u>N/A</u> Current FY</p> <p>Funding Source: N/A</p> <p>Contract/Agreement: Effective Date: N/A Expiration Date: N/A</p> <p>Budget Acct.#: N/A</p>	<p>Council Action:</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Approved w/ Conditions <input type="checkbox"/> Denied <input type="checkbox"/> Continued to:</p> <p>Attachments:</p> <ul style="list-style-type: none"> • Resolution 60,2018 - Exhibit "A": Letters of Intent - Exhibit "B": Recommendation and Selection of Buyer
<p>Submitted by:</p> <p>Department Director  Km! Ra Purchasing and Contracts Director</p>	<p>Affected parties</p> <p><input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required</p>		
<p>Approved by: City Manager  Ronald M. Ferris</p>			

BACKGROUND: The City owns property at 9290 Park Lane, known as the Hilltop Property, and several entities have expressed interest in purchasing and developing the premises. The property is approximately 6.12 acres and has several wellfields used by Seacoast Utilities Authority. The City hired S.F. Holden, Inc. to perform an appraisal of the premises to determine a fair market price. The company determined that, subject to certain re-zoning assumptions and the existing conditions, the market value of the fee simple interest in the parcel as encumbered by three raw water wells, connecting underground waterline easements, and associated ingress/egress easements as of February 24, 2018, was \$1,735,000.

Subsequently, the City hired real estate brokerage firm Colliers International to conduct a competitive public sale of the property. Three interested parties submitted offers as Letters of Interest to purchase the property that are attached to the Resolution as Exhibit "A".

The interested parties are:

- a. Seacoast Utilities;
- b. A consortium represented by Johan Kriek; and
- c. The owners of the adjoining properties to the south (represented by Steven Craig).

City Administration seeks guidance from City Council and delegation of authority to the City Manager to execute the Letter of Interest and any subsequent contracts, agreements, or required forms with the interested party that City Council determines has made the best offer for the property, and which offer best serves the current and future needs of the community and the residents of the City of Palm Beach Gardens.

STAFF RECOMMENDATION: Staff has no recommendation and will be guided by the recommendation and instructions of City Council.

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RESOLUTION 60, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, REGARDING THE SALE OF CITY-OWNED PROPERTY AT 9290 PARK LANE, PALM BEACH GARDENS, FLORIDA, ALSO KNOWN AS THE HILLTOP PROPERTY; AND PROVIDING FOR THE CITY COUNCIL TO RECOMMEND AND SELECT THE BUYER WHOSE OFFER IS DETERMINED BY THE CITY COUNCIL TO BEST SERVE THE CURRENT AND FUTURE NEEDS OF THE COMMUNITY AND THE RESIDENTS OF THE CITY OF PALM BEACH GARDENS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE LETTER OF INTENT AND SALE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City owns property at 9290 Park Lane, known as the Hilltop Property, and several entities have expressed interest in purchasing and developing the premises. The property is approximately 6.12 acres and has several wellfields used by Seacoast Utilities Authority; and

WHEREAS, the City hired S.F. Holden, Inc. to perform an appraisal of the premises to determine a fair market price, and they determined that, subject to certain rezoning assumptions and the existing conditions, the market value of the fee simple interest in the parcel as encumbered by three raw water wells, connecting underground waterline easements, and associated ingress/egress easements, as of February 24, 2018, was \$1,735,000; and

WHEREAS, subsequently, the City hired real estate brokerage firm Colliers International to conduct a competitive public sale of the property, and three interested parties submitted Letters of Interest to purchase the property that are attached hereto as Exhibit "A". The interested parties are: a) Seacoast Utilities; b) a consortium represented by Johan Kriek; and c) the owners of the adjoining properties to the south (represented by Steven Craig); and

WHEREAS, the City Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens, and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

1 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.
2

3 **SECTION 2.** The City Council, by majority vote, hereby Selects the Buyer
4 identified in Exhibit "B", attached hereto and authorizes the City Manager to act on behalf
5 of the City of Palm Beach Gardens in order to negotiate, enter into, and execute the Letter
6 of Intent identified in Exhibit "A", attached hereto. The City Manager, acting on behalf of
7 the City of Palm Beach Gardens, is hereby specifically authorized to negotiate, enter into,
8 execute, and deliver such other documents relating to the sale of the property as the City
9 Manager deems necessary and appropriate to effectuate the sale of the subject property.

10
11 **SECTION 3.** This Resolution shall become effective immediately upon adoption.
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PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
Maria G. Marino, Mayor

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
R. Max Lohman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR MARINO

___ ___ ___

VICE MAYOR WOODS

___ ___ ___

COUNCILMEMBER MARCIANO

___ ___ ___

COUNCILMEMBER LANE

___ ___ ___

COUNCILMEMBER LITT

___ ___ ___



EXHIBIT "A"



**9290 Park Lane
Palm Beach Gardens, FL**



	Seacoast Utilities	Johan Kriek	Steven Craig
	A governmental entity established by interlocal agreement pursuant to Chapter 163, Florida Statutes	Johan Kriek, former South African tennis professional. Seeking to open up a tennis academy.	Owners of the land to the south, looking to expand footprint to realize development.
Purchase Price	\$865,000.00	\$1,650,000.00	\$1,050,000.00
Deposit	\$100,000 upon contract execution \$100,000 within 1 day following expiration of Inspection Period	\$100,000 on September 30, 2018 \$100,000 within 1 day following expiration of Inspection Period	\$25,000 upon contract execution additional \$175,000 within three (3) business day following the expiration of the Inspection Period.
Due Diligence/ Inspection Period	30 Days	60 Days	60 Days The inspection period may be extended for an additional Thirty (30) days at a nonrefundable cost of \$5,000 ("Extension Deposits"). The inspection period may be extended for a total of 6 times or One Hundred Eighty (180) days total.
Contingencies	None Identified	None Identified	None Identified
Contract	The Contract shall be in form and substance acceptable to Seller and Purchaser in their sole and absolute discretion and may, at Seller's option to be exercised no later than sixty (60) days after Closing, include Buyer's commitment to amend the terms of an existing lease between the parties, authorized by City of Palm Beach Gardens Resolution 51,2016, to include the subject real property as part of the demised premises, at no additional cost to the City	To be drafted by Seller and delivered to Buyer within five (5) business days after acceptance of the terms of this proposal	To be drafted by Seller and delivered to Buyer within five (5) business days after acceptance of the terms of this proposal
Intended Use	Control land	Tennis Academy	Business Center
Closing Time Frame	15 days following the expiration of the Inspection Period	45 days following the expiration of the Inspection Period	60 days following the expiration of the Inspection Period. Buyer may request an earlier closing upon a 10-day notice to the Seller.
Closing Costs	Seller pays doc stamps, costs to obtain all corrective title instruments. Each party shall pay its own legal expenses. Buyer pays costs of all title search fees.	Seller pays doc stamps, costs to obtain all corrective title instruments. Each party shall pay its own legal expenses. Buyer pays costs of all title search fees.	Seller pays doc stamps, costs to obtain all corrective title instruments Each party shall pay its own legal expenses. Buyer pays costs of all title search fees.

© 2018 Colliers International South Florida, LLC. The information contained in this document has been obtained from sources believed reliable. While Colliers International South Florida, LLC does not doubt its accuracy, Colliers International South Florida, LLC has not verified it and makes no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

September 13, 2018

Mr. Kevin McCarthy
Senior Vice President
Colliers International
4500 PGA Blvd #110
Palm Beach Gardens, FL 33418

RE: OFFER – 9290 PARK LANE, PALM BEACH GARDENS, FL, BETWEEN JOHAN KRIEK & IRA SAFERSTEIN AND/OR ASSIGNS (AS “BUYER”) AND CITY OF PALM BEACH GARDENS AND/OR ASSIGNS (AS “SELLER”)

Dear Kevin:

The purpose of this letter is to outline the terms and conditions under which Buyer would be willing to enter into negotiations for a binding contract with Seller to purchase the Property.

PURCHASE PRICE: **\$ 1,650,000.**

PROPERTY DESCRIPTION: 9290 Parklane, Palm Beach Gardens FL, Palm Beach Gardens, FL
54-43-42-18-00-000-5090

INSPECTION PERIOD: Buyer shall have an initial period (the “Inspection Period”) commencing on the Effective Date and ending on the date that is **Sixty (60)** days after said date, to perform environmental inspections, physical inspections, and any and all necessary investigations. Seller shall grant to Buyer, upon execution of the Contract, the right to enter on the Property to perform its due diligence, subject to the terms of the Contract; provided that Buyer shall indemnify and hold harmless Seller against any claim or cause of action directly resulting from Buyer’s inspections (excluding, for such purposes, however, any claim or cause of action resulting from the discovery of a condition in existence prior to Buyer’s inspections). Buyer shall, at the Buyer’s expense, repair any damage caused to the Property by the Buyer, its agents or employees.

Purchaser agrees at all times during the entries onto the Property that Purchaser will procure and maintain in effect commercial general liability insurance on an occurrence basis (including contractual liability, contractor’s protective liability, personal injury and property damage coverage) in a combined single limit of at least One Million Dollars (\$1,000,000.00), and provide Seller with evidence of such insurance coverage, if requested, prior to any entry onto the Property. Such insurance may be maintained directly by Purchaser or by Purchaser’s affiliates, members or contractors, provided that Purchaser is named on any and all such policies as either a named insured or an additional insured. Before any such entry, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured and with insurance limits.

Buyer shall have the right to cancel the Contract by written notice to Seller on or before the end of the inspection period. (in which case any deposit moneys shall be returned by Buyer).

Seller shall provide all information that it has in its possession relating to the property within five (5) days of the Effective Date.

DEPOSITS: \$100,000 of the purchase price shall be deposited with Escrow Agent on September 17, 2018. An additional \$100,000 of the purchase price shall be deposited with Escrow Agent within one (1) business day following the expiration of the Inspection Period.

CONTRACT: To be drafted by Seller and delivered to Seller within five (5) business days after acceptance of the terms of this proposal (the "Contract"). The Contract shall be in form and substance acceptable to Seller and Purchaser in their sole and absolute discretion.

CLOSING: The closing of the transaction shall take place within Forty-five (45) days following the expiration of the Inspection Period.

CLOSING COSTS: At Closing, Seller shall pay for the cost of state documentary stamps and surtax, if any, on the warranty deed, for the recording of, any and all other costs and expenses of obtaining, all title corrective instruments (if any). Seller shall pay the per page recording fee for recording the warranty deed. Each party shall be responsible for their respective attorneys, professional fees and other costs associated with the transaction. In addition, Buyer will pay the cost of all title search fees, or other costs pertaining to the Title Commitment and for the title insurance premium on the Owner's Title Insurance Policy to be issued to Purchaser pursuant to the Title Commitment in the amount equal to the Purchase Price.

EFFECTIVE DATE: The effective date of the Contract (the "Effective Date") shall be the date on which the last of the Seller or Buyer executes the Contract.

BROKERAGE: Buyer shall be responsible for payment of any and all sale commissions. Buyer and Seller hereby acknowledge that no broker or agent has been involved in this transaction other than Colliers International South Florida (the "Seller's Broker") A commission of four per cent (4%) of the sales price, shall be paid by the Buyer.

CONFIDENTIALITY: Neither party shall disclose the terms and conditions of this proposal to any other party without the written consent of the other party, except to those parties acting in a fiduciary capacity (i.e. legal representatives, financial institutions, authorized agents, etc.), who shall be entitled to the knowledge of such for the mutual benefit of the party or to those parties involved in permitting and approvals.

ACCEPTANCE: This proposal shall be withdrawn if not accepted by Seller by 5:00 PM on September 10, 2018.

EXPRESSION OF INTEREST: THIS LETTER OF INTENT IS NOT INTENDED TO AND SHALL NOT BE DEEMED TO BE A BINDING CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT, AND WILL NOT CREATE ANY RIGHT

OR OBLIGATIONS BASED ON ANY LEGAL OR EQUITABLE THEORY INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS. THE PROPOSED TERMS OF THE TRANSACTION SET FORTH HEREIN ARE ALSO NON-BINDING AND SUBJECT TO CHANGE.

Only a subsequent formal written contract executed and delivered by all contemplated parties and authorized by Seller and the Board of Directors of Buyer's company will bind Seller and Buyer as to any matter discussed in this letter. Neither Buyer nor Seller will be entitled to rely on this Letter of Intent or on any representations made with respect to the transactions described herein unless such representations are in writing and are expressly incorporated in a Contract duly executed on their behalf by their respective authorized representatives.

If this non-binding outline accurately sets forth our understanding with respect to these business points, please sign where indicated below and return it to me. We look forward to speaking with you soon.

Sincerely,

**AGREED TO AND ACCEPTED:
CITY OF PALM BEACH GARDENS
AND/OR ASSIGNS ("SELLER")**

**JOHAN KRIEK & IRA SAFERSTEIN
AND/OR ASSIGNS ("Buyer")**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SIGNATURE BANK

August 7, 2018

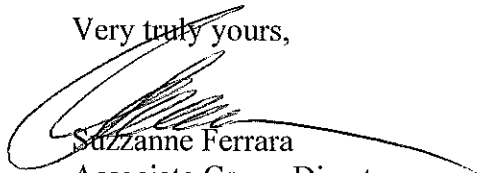
Re: Ira Saferstein

To Whom It May Concern:

I am writing you at the request of our client, Ira Saferstein. He has been a client of Signature Bank since May 2001. He maintains a banking relationship with Signature Bank and has liquidity in excess of \$30MM.

Our overall experience has been satisfactory in every respect, and Ira Saferstein is deserving of your full confidence. Please feel free to contact the undersigned if you need further information.

Very truly yours,



Suzzanne Ferrara
Associate Group Director

August 23, 2018

Mr. Kevin McCarthy
Senior Vice President
Colliers International
4500 PGA Blvd #110
Palm Beach Gardens, FL 33418

RE: OFFER – 9290 PARK LANE, PALM BEACH GARDENS, FL, BETWEEN SEACOAST UTILITES AND/OR ASSIGNS (AS “BUYER”) AND CITY OF PALM BEACH GARDENS AND/OR ASSIGNS (AS “SELLER”)

Dear Kevin:

The purpose of this letter is to outline the terms and conditions under which Buyer would be willing to enter into negotiations for a binding contract with Seller to purchase the Property.

PURCHASE PRICE: **\$865,000**

PROPERTY DESCRIPTION: 9290 Parklane, Palm Beach Gardens FL, Palm Beach Gardens, FL

54-43-42-18-00-000-5090

INSPECTION PERIOD: Buyer shall have an initial period (the “Inspection Period”) commencing on the Effective Date and ending on the date that is **Thirty (30)** days after said date, to perform environmental inspections, physical inspections, and any and all necessary investigations. Seller shall grant to Buyer, upon execution of the Contract, the right to enter on the Property to perform its due diligence, subject to the terms of the Contract; provided that Buyer shall indemnify and hold harmless Seller against any claim or cause of action directly resulting from Buyer's inspections (excluding, for such purposes, however, any claim or cause of action resulting from the discovery of a condition in existence prior to Buyer's inspections). Buyer shall, at the Buyer's expense, repair any damage caused to the Property by the Buyer, its agents or employees.

Purchaser agrees at all times during the entries onto the Property that Purchaser will procure and maintain in effect commercial general liability insurance on an occurrence basis (including contractual liability, contractor's protective liability, personal injury and property damage coverage) in a combined single limit of at least One Million Dollars (\$1,000,000.00), and provide Seller with evidence of such insurance coverage, if requested, prior to any entry onto the Property. Such insurance may be maintained directly by Purchaser or by Purchaser's affiliates, members or contractors, provided that Purchaser is named on any and all such policies as either a named insured or an additional insured. Before any such entry, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured and with insurance limits.

Buyer shall have the right to cancel the Contract by written notice to Seller on or before the end of the inspection period. (in which case any deposit moneys shall be returned by Buyer).

Seller shall provide all information that it has in its possession relating to the property within five (5) days of the Effective Date.

DEPOSITS: \$100,000 of the purchase price shall be deposited with Escrow Agent upon Purchaser's execution of the Contract. An additional \$100,000 of the purchase price shall be deposited with Escrow Agent within one (1) business day following the expiration of the Inspection Period.

CONTRACT: To be drafted by Seller and delivered to Seller within five (5) business days after acceptance of the terms of this proposal (the "Contract"). The Contract shall be in form and substance acceptable to Seller and Purchaser in their sole and absolute discretion and may, at Seller's option to be exercised no later than sixty (60) days after Closing, include Buyer's commitment to amend the terms of an existing lease between the parties, authorized by City of Palm Beach Gardens Resolution 51, 2016, to include the subject real property as part of the demised premises, at no additional cost to the City.

CLOSING: The closing of the transaction shall take place within Fifteen (15) days following the expiration of the Inspection Period.

CLOSING COSTS: At Closing, Seller shall pay for the cost of state documentary stamps and surtax, if any, on the warranty deed, for the recording of, any and all other costs and expenses of obtaining, all title corrective instruments (if any). Seller shall pay the per page recording fee for recording the warranty deed. Each party shall be responsible for their respective attorneys, professional fees and other costs associated with the transaction. In addition, Buyer will pay the cost of all title search fees, or other costs pertaining to the Title Commitment and for the title insurance premium on the Owner's Title Insurance Policy to be issued to Purchaser pursuant to the Title Commitment in the amount equal to the Purchase Price.

EFFECTIVE DATE: The effective date of the Contract (the "Effective Date") shall be the date on which the last of the Seller or Buyer executes the Contract.

BROKERAGE: Buyer shall be responsible for payment of any and all sale commissions. Buyer and Seller hereby acknowledge that no broker or agent has been involved in this transaction other than Colliers International South Florida (the "Seller's Broker") A commission of four per cent (4%) of the sales price, shall be paid by the Buyer.

CONFIDENTIALITY:

Neither party shall disclose the terms and conditions of this proposal to any other party without the written consent of the other party, except to those parties acting in a fiduciary capacity (i.e. legal representatives, financial institutions, authorized agents, etc.), who shall be entitled to the knowledge of such for the mutual benefit of the party or to those parties involved in permitting and approvals.

ACCEPTANCE:

This proposal shall be withdrawn if not accepted by Seller by 5:00 PM on **September 21, 2018**.

EXPRESSION OF INTEREST:

THIS LETTER OF INTENT IS NOT INTENDED TO AND SHALL NOT BE DEEMED TO BE A BINDING CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT, AND WILL NOT CREATE ANY RIGHT OR OBLIGATIONS BASED ON ANY LEGAL OR EQUITABLE THEORY INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS. THE PROPOSED TERMS OF THE TRANSACTION SET FORTH HEREIN ARE ALSO NON-BINDING AND SUBJECT TO CHANGE.

Only a subsequent formal written contract executed and delivered by all contemplated parties and authorized by Seller and the Board of Directors of Buyer's company will bind Seller and Buyer as to any matter discussed in this letter. Neither Buyer nor Seller will be entitled to rely on this Letter of Intent or on any representations made with respect to the transactions described herein unless such representations are in writing and are expressly incorporated in a Contract duly executed on their behalf by their respective authorized representatives.

If this non-binding outline accurately sets forth our understanding with respect to these business points, please sign where indicated below and return it to me. We look forward to speaking with you soon.

Sincerely,



**AGREED TO AND ACCEPTED:
CITY OF PALM BEACH GARDENS
AND/OR ASSIGNS ("SELLER")**

By: _____

Name: _____

Title: _____

Date: _____

**SEACOAST UTILITIES
AND/OR ASSIGNS ("Buyer")**

By:  _____

Name: Rin Bishop _____

Title: Executive Director _____

Date: 9/13/18 _____

STEVEN L. CRAIG, ESQUIRE.

4500 PGA Blvd., Suite 200
Palm Beach Gardens, FL 33418
561-626-3883
STEVE@SCRAIG.US

September 13, 2018

Kevin McCarthy
Senior Vice President, South Florida
Colliers International

VIA EMAIL: Kevin.McCarthy@colliers.com

Re: 6.2 acre property owned by City of Palm Beach Gardens

Dear Mr. McCarthy,

I represent Gardens Business Center, Palm Beach, LLC, ("GBC") that has an interest in purchasing the above property ("City Property"). Attached is a letter of Intent for your review. GBC is the owner of the 23 acres south of and adjacent to the above property ("GBC Property"). GBC has been working with the City and Palm Beach County ("County") regarding the extension of Congress Avenue. GBC recently notified the County that GBC was ready to proceed with the dedication process of the portion of the right of way through the GBC Property. Provided GBC is the successful bidder for the purchase of the City Property, GBC will also start the dedication process for the portion of the right of way through the City Property. GBC is interested in working with the City and the County to expedite the construction of Congress Avenue and provide appropriate access to the City Property so that the City's fire and police department can access the Seacoast property to the north for training.

GBC has also been working with Seacoast Utilities ("Seacoast") regarding wells and well easements. There are currently three wells on the City Property, In order to develop the property to its full potential and create the greatest value and tax base for the City, one of the wells will probably have to be relocated. The estimated expense of relocating a well is in excess of \$800,000. Seacoast has requested GBC to provide a fourth well site together with appropriate easements on the GBC Property. Even though the Wellfield Protection Ordinance does not require GBC to dedicate a well site, GBC has been working with Seacoast to provide a fourth well site to help provide a continuous water supply.

GBC believes that combining the GBC Property and the City Property will produce the best outcome for a quality development in Palm beach Gardens. We have received significant interest for a retail development and a business center. Attached are proposed site plans for retail development and a business center. Either development will provide significant tax revenue, jobs and synergy for and within

the City. The permit fees, Impact fees and public art fees are estimated to be in excess of \$1,000,000. The project would also produce significant sales tax revenue and economic activity in Palm Beach Gardens.

In recognition of the time required to enter into agreements with Seacoast regarding wells and the county regarding dedicating the road we have provided for extensions to the due diligence period with GBC making non-refundable deposits.

We look forward to working with the city to create a successful development that will be beneficial to the city and its residents.

Your very truly,



Steven L. Craig, Esq.

4500 PGA Blvd., Suite 200

Palm Beach Gardens, Fl. 33418

561-626-3883

steve@scraig.us

September 13, 2018

Mr. Kevin McCarthy
Senior Vice President
Colliers International
4500 PGA Blvd #110
Palm Beach Gardens, FL 33418

RE: OFFER – 9290 PARK LANE, PALM BEACH GARDENS, FL, BETWEEN GARDENS BUSINESS CENTER, PALM BEACH, LLC AND/OR ASSIGNS (AS “BUYER”) AND CITY OF PALM BEACH GARDENS AND/OR ASSIGNS (AS “SELLER”)

Dear Kevin:

The purpose of this letter is to outline the terms and conditions under which Buyer would be willing to enter into negotiations for a binding contract with Seller to purchase the Property.

PURCHASE PRICE: One Million Fifty Thousand Dollars (\$1,050,000)

PROPERTY DESCRIPTION: 9290 Parklane, Palm Beach Gardens FL, Palm Beach Gardens, FL
54-43-42-18-00-000-5090

INSPECTION PERIOD: Buyer shall have an initial period (the “Inspection Period”) commencing on the Effective Date and ending on the date that is Sixty (60) days after said date, to perform environmental inspections, physical inspections, and any and all necessary investigations. Seller shall grant to Buyer, upon execution of the Contract, the right to enter on the Property to perform its due diligence, subject to the terms of the Contract; provided that Buyer shall indemnify and hold harmless Seller against any claim or cause of action directly resulting from Buyer’s inspections (excluding, for such purposes, however, any claim or cause of action resulting from the discovery of a condition in existence prior to Buyer’s inspections). Buyer shall, at the Buyer’s expense, repair any damage caused to the Property by the Buyer, its agents or employees. The inspection period may be extended for an additional Thirty (30) days at a nonrefundable cost of \$5,000 (“Extension Deposits”). The inspection period may be extended for a total of 6 times or One Hundred Eighty (180) days total.

Buyer shall have the right to cancel the Contract for any reason, by written notice to Seller on or before the end of the Inspection Period. (in which case any deposit moneys, except the Extension Deposits, shall be returned by Buyer).

Seller shall provide all information that it has in its possession relating to the property within five (5) days of the Effective Date.

DEPOSITS: \$25,000 of the purchase price shall be deposited with Escrow Agent (Wendy Sartory Link, PLLC) upon Buyer's execution of the Contract. An additional \$175,000 of the purchase price shall be deposited with Escrow Agent within three (3) business day following the expiration of the Inspection Period.

CONTRACT: To be drafted by Seller and delivered to Buyer within five (5) business days after acceptance of the terms of this proposal (the "Contract"). The Contract shall be in form and substance acceptable to Seller and Buyer in their sole and absolute discretion.

CLOSING: The closing of the transaction shall take place within Sixty (60) days following the expiration of the Inspection Period. Buyer may request an earlier closing upon a 10-day notice to the Seller.

CLOSING COSTS: At Closing, Seller shall pay for the cost of state documentary stamps and surtax, if any, on the warranty deed, for the recording of, any and all other costs and expenses of obtaining, all title corrective instruments (if any). Seller shall pay the per page recording fee for recording the warranty deed. Each party shall be responsible for their respective attorneys, professional fees and other costs associated with the transaction. In addition, Buyer will pay the cost of all title search fees, or other costs pertaining to the Title Commitment and for the title insurance premium on the Owner's Title Insurance Policy to be issued to Buyer pursuant to the Title Commitment in the amount equal to the Purchase Price.

EFFECTIVE DATE: The effective date of the Contract (the "Effective Date") shall be the date on which the last of the Seller or Buyer executes the Contract.

BROKERAGE: Buyer shall be responsible for payment of any and all sale commissions. Buyer and Seller hereby acknowledge that no broker or agent has been involved in this transaction other than Colliers International South Florida (the "Seller's Broker") A commission of four percent (4%) of the sales price, shall be paid by the Buyer.

CONFIDENTIALITY: Neither party shall disclose the terms and conditions of this proposal to any other party without the written consent of the other party, except to those parties acting in a fiduciary capacity (i.e. legal representatives, financial institutions, authorized agents, etc.), who shall be entitled to the knowledge of such for the mutual benefit of the party or to those parties involved in permitting and approvals.

ACCEPTANCE: This proposal shall be withdrawn if not accepted by Seller by 5:00 PM by September 30, 2018.

EXPRESSION OF INTEREST:

THIS LETTER OF INTENT IS NOT INTENDED TO AND SHALL NOT BE DEEMED TO BE A BINDING CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT AND WILL NOT CREATE ANY RIGHT OR OBLIGATIONS BASED ON ANY LEGAL OR EQUITABLE THEORY INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS. THE PROPOSED TERMS OF THE TRANSACTION SET FORTH HEREIN ARE ALSO NON-BINDING AND SUBJECT TO CHANGE.

Only a subsequent formal written contract executed and delivered by all contemplated parties and authorized by Seller and the Board of Directors of Buyer's company will bind Seller and Buyer as to any matter discussed in this letter. Neither Buyer nor Seller will be entitled to rely on this Letter of Intent or on any representations made with respect to the transactions described herein unless such representations are in writing and are expressly incorporated in a Contract duly executed on their behalf by their respective authorized representatives.

If this non-binding outline accurately sets forth our understanding with respect to these business points, please sign where indicated below and return it to me. We look forward to speaking with you soon.

Sincerely,

AGREED TO AND ACCEPTED:
CITY OF PALM BEACH GARDENS
AND/OR ASSIGNS ("SELLER")

By: _____

Name: _____

Title: _____

Date: _____

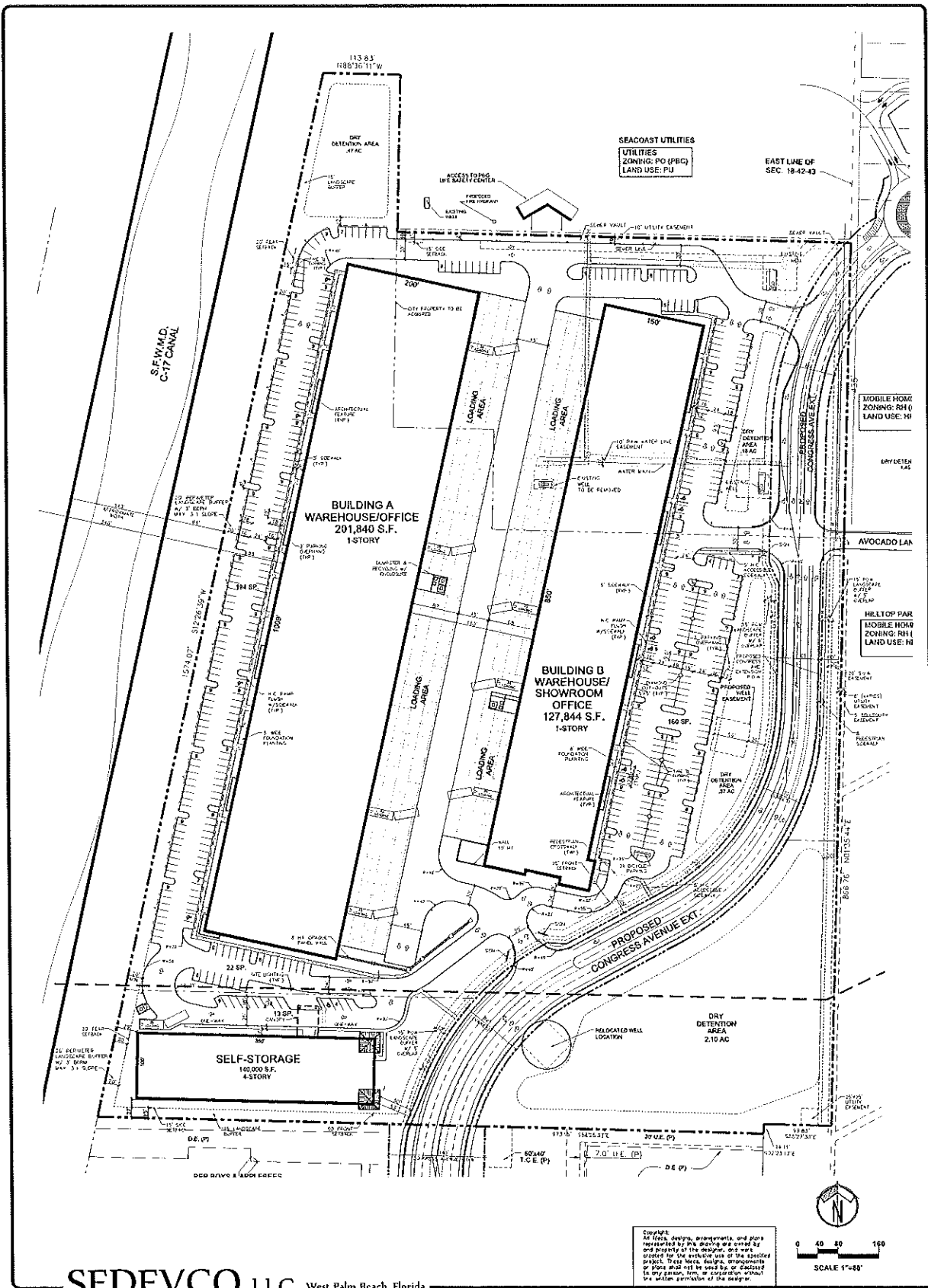
GARDENS BUSINESS CENTER, PALM BEACH, LLC
AND/OR ASSIGNS ("Buyer")
By: Gardens Business Center One,
LLC, Manager

By:  _____

Name: Steven L. Craig

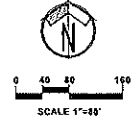
Title: Manager

Date: September 13, 2018



SEDEVCO LLC West Palm Beach, Florida

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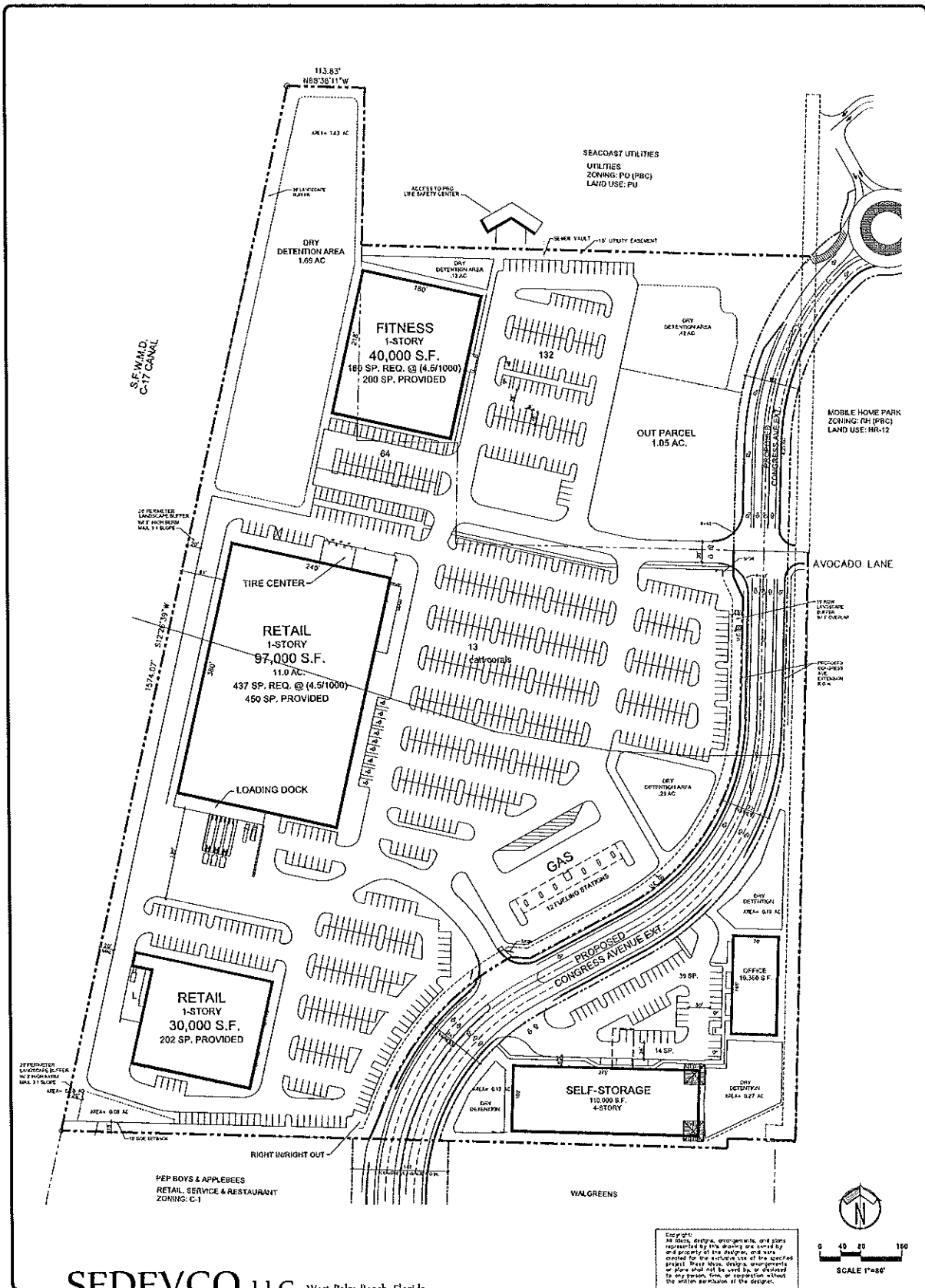
1	OF	1
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HILLTOP GARDENS
CONCEPTUAL SITE PLAN

PALM BEACH GARDENS, FLORIDA

SEDEVCO, LLC

NO.	DATE	DESCRIPTION



1	OF	1
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HILLTOP GARDENS CONCEPTUAL SITE PLAN

PALM BEACH GARDENS, FLORIDA

SEDEVCO, LLC

NO.	DATE	DESCRIPTION	BY

EXHIBIT "B"

CITY OF PALM BEACH GARDENS

RESOLUTION 60, 2018

**EXHIBIT B
RECOMMENDATION AND SELECTION OF BUYER**

BUYERS	SEACOAST UTILITIES	JOHAN KRIEK	STEVEN CRAIG
BACKGROUND	Water authority	Former world-ranked tennis player	Owners of the property to the south
PURPOSE	Expand and maintain wellfields	Operate tennis academy	Expand footprint for development
PURCHASE PRICE	\$865,000	\$1,650,000	\$1,050,000
DEPOSIT	\$100,000 upon contract execution \$100,000 after Inspection Period	\$100,000 upon contract execution \$100,000 after Inspection Period	\$25,000 within 5 days of contract execution
DUE DILIGENCE/INSPECTION	30 days	60 days	60 days
CONTINGENCIES	None	None	None
INTENDED USE	Control land	Tennis Academy	Business Center
CLOSING TIME FRAME	15 days after Inspection Period	15 days after Inspection Period	60 days after Inspection Period
RECOMMENDATION BY CITY COUNCIL			

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
Maria G. Marino, Mayor

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
MAYOR	___	___	___
VICE MAYOR	___	___	___
COUNCILMEMBER	___	___	___
COUNCILMEMBER	___	___	___
COUNCILMEMBER	___	___	___
