



20 N. Swinton Avenue  
Delray Beach, FL 33444

Agenda Item # *105*  
June 8, 2017

## ~ CRA BOARD SUMMARY ~

### TERMINATION OF AGREEMENT FOR PURCHASE & SALE – 234 SW 14<sup>TH</sup> AVE (JENKINS)

On December 8, 2016, the CRA Board approved the Purchase and Sale Agreement for 234 SW 14<sup>th</sup> Avenue (Atlantic Park Gardens) from Gail and Leon Jenkins for the appraised value of \$115,200. The 7,840 sq. ft. lot contains a 935 sq. ft. single family home built in 1956, which is zoned R-1-A (Single Family Residential), and is located within the Southwest Neighborhood of The Set (CRA Sub-Area #8). At the time of approval, the property was occupied under a month-to-month lease. On February 23, 2017, the CRA Board approved the First Amendment to the Agreement for Purchase and Sale to assist the Sellers by the CRA absorbing their typical closing costs, as well as clearing the title of an inadvertently reassigned mortgage that had previously been satisfied, which was of no fault of the Sellers.

Due to the additional time needed past the originally scheduled closing date (February 24, 2017) for the CRA attorneys to communicate with the assigning bank to satisfy the mortgage and clear the title, the Sellers decided to re-lease the property to offset monthly expenses related to their continued ownership. The property had previously been vacated by the Sellers' month-to-month tenant in order to meet the terms in the original Agreement and in preparation for a closing with the CRA. The satisfaction of mortgage was eventually authorized and recorded on April 10, 2017.

After the CRA attorneys resolved the title related issue for the Sellers and sought to close the transaction, the Sellers refused to close and to honor the terms of the contract. The Sellers are seeking to increase the purchase price asserting that they lost rental income while the title issue was being dealt with, including having to make their mortgage payments. The contract does allow the CRA to seek specific performance of the contract through the initiation of a lawsuit; however, it would be in the best interests of the CRA to terminate the Purchase and Sale Agreement and have the deposit returned to the Agency, pursuant to the attached Mutual Termination Agreement.

#### **Recommended Action:**

Approve Resolution No. 2017-09 for the Mutual Termination of the Agreement and Release of Escrow Deposit for the property located at 234 SW 14<sup>th</sup> Avenue.

**Submitted By:** Kristyn Cox-Goodwin, West Atlantic Redevelopment Director

*all*

**RESOLUTION NO. 2017-09**

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE CHAIR OR VICE CHAIR TO EXECUTE THE MUTUAL TERMINATION OF THE AGREEMENT FOR THAT CERTAIN PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE CRA AND LEON AND GAYLE JENKINS FOR THE REAL PROPERTY LOCATED AT 234 SW 14<sup>TH</sup> AVENUE, DELRAY BEACH, FLORIDA; A COPY OF THE DOCUMENT IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the CRA Board deems it to be in the best interests of the Delray Beach CRA to approve and authorize the Chair or Vice Chair to execute the Mutual Termination of the Agreement for Purchase and Sale of Real Property between the CRA and Leon and Gayle Jenkins for the property located at 234 SW 14<sup>th</sup> Avenue, Delray Beach, Florida; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:**

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

Section 2. The Board of Commissioners of the Delray Beach Community Redevelopment Agency hereby approves and authorizes the Chair or Vice Chair to execute the Mutual Termination of the Agreement for that certain Purchase and Sale of Real Property between the CRA and Leon and Gayle Jenkins for the property located at 234 SW 14<sup>th</sup> Avenue, Delray Beach, Florida . A copy of the documents is attached hereto as Exhibit "A".

Section 3. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. This resolution shall become effective upon its passage and adoption by the City of Delray Beach Community Redevelopment Agency Board of Commissioners.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
\_\_\_\_\_, CHAIR

ATTEST:

\_\_\_\_\_  
JEFFREY A. COSTELLO, EXECUTIVE DIRECTOR

**MUTUAL TERMINATION**

WHEREAS, the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 (hereinafter "DBCRA" or "PURCHASER") did on December 27<sup>th</sup>, 2016 enter into that certain Agreement for Purchase and Sale of Real Property ("Agreement") with Leon Jenkins and Gail Jenkins, husband and wife (hereinafter "SELLER") for that property located at 234 SW 14<sup>th</sup> Avenue, Delray Beach, Florida, which is more specifically described in that certain Agreement; and

WHEREAS, the PURCHASER and SELLER do hereby mutually agree and acknowledge that they collectively agree to terminate Agreement and have the Earnest Money in the amount of \$1,000.00 shall be released and returned to the DBCRA;

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

- 1) The above referenced Whereas clauses are ratified, confirmed and incorporated herein.
- 2) Effective as of June 8<sup>th</sup>, 2017, both the Purchaser and Seller agree that the Agreement shall be terminated and deemed to be null and void and the DBCRA and Seller shall have no remaining obligations under the Agreement.
- 3) The Earnest Money of \$1,000.00 shall be immediately released and returned to the DBCRA.

IN WITNESS WHEREOF, the DBCRA and the SELLER have executed this Mutual Termination this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Signed and delivered

PURCHASER:

in the presence of:

Delray Beach Community Redevelopment Agency

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

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

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

Signed and delivered  
in the presence of:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

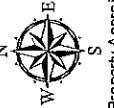
SELLER:

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

PRINT NAME: Leon Jenkins

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

PRINT NAME: Gail Jenkins



# 234 SW 14th Avenue (Jenkins)

1:576  
0 0.00425 0.0085 0.017 mi  
0 0.005 0.01 0.02 km

created by: P. BC Property Appraiser

October 29, 2014