
BACK -UP

RESOLUTION NO. 2014-40

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE EXECUTION OF A REAL EXCHANGE AGREEMENT BY AND BETWEEN THE AGENCY AND GERALD PROPERTIES, LLC AND COURTNEY ELIZABETH PROPERTIES, LLC (COLLECTIVELY "VIKING PROPERTIES") FOR VARIOUS PROPERTIES SPECIFICALLY DESIGNATED IN EXHIBIT "A" TO THE REAL ESTATE EXCHANGE AGREEMENT FOR THE EQUAL VALUE OF THE PROPERTIES; FINDING THAT THE SALES PRICE REPRESENTS FAIR VALUE; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency is the owner of the properties identified in Exhibit "A" (the "Agency Property") attached to the Real Estate Exchange Agreement attached hereto as Attachment "1"; and

WHEREAS, Viking Properties is the owner of the properties identified in Exhibit "B" (the Viking Property) attached to the Real Estate Exchange Agreement attached hereto as Attachment "1"; and

WHEREAS, pursuant to the Property Acquisition and Disposition Program ("Policy") adopted by the Agency it was determined that said Agency Property should be sold; and

WHEREAS, pursuant to the Policy and Section 163.380, Florida Statutes, notice of disposition was advertised in a newspaper of general circulation soliciting proposal for the use of the property in conformity with the adopted community redevelopment plan; and

WHEREAS, pursuant to the Policy the Executive Director has negotiated the Real Estate Exchange Agreement attached hereto as Attachment "1"; and

WHEREAS, the Agency finds that the exchange of the Agency Property with Viking Properties for the Viking Property for uses in accordance with the adopted Community Redevelopment Plan and the sales price is for fair value and in furtherance of the adopted Community Redevelopment Plan; and

WHEREAS, Staff recommends that the Commissioners of the Agency approve the Real Estate Exchange Agreement with Viking Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Commissioners of the Agency hereby approves the Exchange Agreement attached hereto as Attachment "1" for the exchange of the Agency Property for the Viking Property.

SECTION 2. The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain Real Estate Exchange Agreement by and between the Riviera Beach Community Redevelopment Agency and Gerald Properties, LLC and Courtney Elizabeth Properties, LLC substantially in the form of Attachment "1" attached hereto, subject to the approval of the form thereof, consistent herewith, by the CRA Attorney, and such actions as shall be necessary and consistent to carry out the intent and desire of the Agency.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of August, 2014.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Name: Judy L. Davis
Title: Chairperson

ATTEST:

[Signature: Tony T. R.]
Executive Director

Approved as to form and legal sufficiency

[Signature: J. Michael Haygood]
J. Michael Haygood
Date 8/22/14
J. Michael Haygood, PA
General Counsel to CRA

MOTION BY:

D. Pardo

SECONDED BY:

T. Davis

B. GUYTON

AYE

D. PARDO

AYE

C. THOMAS

Absent

T. DAVIS

AYE

J. DAVIS

AYE

REAL PROPERTY EXCHANGE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY,
GERALD PROPERTIES, LLC
AND
COURTNEY ELIZABETH PROPERTIES, LLC

THIS REAL ESTATE EXCHANGE AGREEMENT ("Exchange Agreement"), dated December 1, 2014 is entered into by and between the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes ("Agency"), Gerald Properties, LLC, a Florida limited liability company ("Gerald Properties") and Courtney Elizabeth Properties, LLC, a Florida limited liability company ("CE Properties") (For purposes of the Exchange Agreement, the Agency, Gerald Properties, LLC and CE Properties may individually be referred to as the "Purchasing Party" with respect to the Exchange Property to be conveyed to it or with respect to the Exchange Property to be conveyed by it, the Agency, Gerald Properties and CE Properties may be referred as the "Conveying Party").

RECITALS

A. Agency owns fee title to several parcels which land area totals approximately 0.7492 acres of real property located generally contiguous to 13th Street, Riviera Beach, Florida and legally described on Exhibit "A", attached hereto and incorporated herein by reference ("Agency Property").

B. Gerald Properties and CE Properties own fee title to several parcels of land which area totals approximately 0.7632 acres of real property located generally contiguous to the North right-o-way line of 13th Street and at the corner of Avenue E and 11th Street, Riviera Beach, Florida and legally described on Exhibit "B", attached hereto and incorporated herein by reference (collectively "Viking Property "). (For purpose of this Exchange Agreement, the Agency Property and the Viking Property may be referred to individually as the "Exchange Property" or collectively as the "Exchange Properties").

C. Pursuant to Section 163.380, Florida Statutes, notice of disposition was advertised in a newspaper of general circulation soliciting proposal for the use of the Agency Property in conformity with the adopted community redevelopment plan.

D. Pursuant to the adopted redevelopment plan, the Agency desires to develop the Viking Property as the public market.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency, Gerald Properties and CE Properties agree to the exchange of properties on the terms and conditions set forth below:

AGREEMENT

ARTICLE ONE **EXCHANGE OF PROPERTIES**

Mutual Conveyances. Agency agrees to convey the Agency Property to Gerald Properties and/or CE Properties, as shall be designated by them prior to Closing, and Gerald Properties and CE Properties agree to convey the Viking Property to Agency on the terms and conditions set forth herein.

ARTICLE TWO **CONSIDERATION**

2.1 Value of Exchange Properties.

2.1.1 Agency Property. The parties agree that the value of the Agency Property is approximately Two Hundred Fifty Thousand Dollars (\$250,000) as determined by Stephen D. Shaw, MAI of Calloway and Price, Appraisers dated May 30, 2014.

2.1.2 Viking Property. The parties agree that the value of the Viking Property is approximately Two Hundred Forty Thousand Dollars (\$240,000) as determined by Stephen D. Shaw, MAI of Calloway and Price, Appraisers, dated May 30, 2014.

2.2 Equal Value. The parties agree that the Exchange Properties shall be conveyed in consideration of the equal value of the other property, plus the payment of an equal share of any closing cost pursuant to Article Four.

ARTICLE THREE **TITLE AND SURVEY**

3.1 Title Commitment. Within fifteen (15) days following execution of this Agreement by both parties, the Agency, Gerald Properties and CE Properties shall obtain an ALTA Title Commitment issued by Old Republic National Title Insurance Company to issue an Owner's ALTA Marketability Policy (the "Commitment") for Agency Property and Viking Property, respectively, in the amount of the value of the Exchange Property. The Commitment and any continuation or update thereof shall show the Agency, Gerald Properties and CE Properties to be vested with fee simple title to the Agency Property and Viking Property, respectively, free and clear of all liens, encumbrances and other matters, except only those matters set forth on Exhibit "-" attached hereto (the "Permitted Exceptions").

3.2 Within thirty (30) days after the Effective Date of this Agreement, Agency, at the mutual expense of Agency, Gerald Properties and CE Properties (one half payable by Agency and one half by Gerald Properties and CE Properties), shall cause to be prepared and delivered to each of Agency, Gerald Properties and CE Properties, a survey and legal

description of the Agency Property and Viking Property, certified without qualification to Purchasing Party and any other parties designated by the Purchasing Party, prepared and sealed by a Florida licensed surveyor or engineer (the "Survey"). The Survey shall comply with Chapter 472, Florida Statutes, as well as the Minimum Technical Standards of Chapter 21HH-6, Florida Administrative Code, as amended, for Land or Boundary Surveys, as defined therein and shall certify compliance therewith.

3.3 Examination of Title and Survey. The Purchasing Party shall have ten (10) days from receipt of the Commitment and Survey within which to examine same. If the Purchasing Party finds title to be defective (i.e., matters which render title unmarketable in accordance with the standards of the Florida Bar and are not Permitted Exceptions) Purchasing Party shall, no later than the expiration of the foregoing ten (10) day period, notify Conveying Party in writing specifying the defect(s); if Purchasing Party fails to give Conveying Party written notice of defect(s) before the expiration of such ten (10) day period, the defects shown in the Commitment shall be deemed to be waived as title objections and Conveying Party shall be under no obligation whatsoever to take any corrective action with respect to same. If Purchasing Party has given Conveying Party timely written notice of defect(s) and the defect(s) render the title other than as required by this Agreement, Conveying Party shall use its reasonable efforts to cause such defects to be cured by the date of closing. Conveying Party agrees to remove by payment, bonding, or otherwise any lien in a liquidated amount against the Exchange Property capable of removal by the payment of money or bonding. In no event shall Conveying Party be obligated to bring suit or to expend any sums of money to buy-out or settle any other encumbrance or claim against the Exchange Property or cure any other title defect. Closing shall be extended a reasonable period of time in the event tile defects arise in order to provide time to cure same, if possible.

ARTICLE FOUR

CLOSING

Section 4.1 The purchase of the Exchange Property shall be closed ("Closing") forty five (45) days following execution by both parties ("Closing Date"), at the offices of J. Michael Haygood, PA, unless extended by other provisions of this Agreement.

Section 4.2 On or before ten (10) calendar days of Closing, each party shall deliver or cause to be delivered to the other party, unsigned copies of the following in form and substance reasonably acceptable to the other party and its counsel:

(a) Statutory warranty deed, executed by the party for its Exchange Property, in recordable form conveying good, marketable title, in accordance with Florida Bar Title Standards, to the Exchange Property to the other party free and clear of all claims, liens and encumbrances except for the Permitted Exceptions.

(b) No-lien affidavit certifying that there are no unpaid bills which could result in a lien upon the Exchange Property.

(c) An affidavit confirming that there is no litigation or judicial, municipal or administrative proceedings (if any) pending or (to the best knowledge and belief of each party) threatened against or affecting or which could affect the Exchange Property or any

part thereof or in which that party is or will be a party by reason of the party's ownership of the Exchange Property or any part thereof certified by the party as being true, complete and correct in all respects as of Closing. The conveying party shall immediately notify the other party upon the occurrence or threatened occurrence of any of the aforementioned claims or actions.

(d) An affidavit required for exemption from withholding under Section 1445(b) (2) of the Internal Revenue Code of 1954, as amended, dated as of the date of Closing.

(e) A possession affidavit reflecting that there are no persons or parties in possession of the Exchange Property other than the conveying party.

(f) Such other documents and instruments as may reasonably be required by the other party, its counsel, or the Title Insurer and necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.

After Closing, the Conveying Party shall execute and deliver to the other party such further documents and instruments as the other party shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto.

Section 4.3 The following are to be apportioned at Closing as of the close of business on the day immediately preceding Closing (the "Adjustment Date"):

(a) Real estate taxes, if any, on the basis of the fiscal year for which assessed. If the Closing shall occur before the tax rate or assessment is fixed, the apportionment of such tax rate for the next preceding year shall be applied to the latest assessed valuation; however, adjustment will be made upon the actual tax amount when ultimately determined (including all protest determinations). The provisions of this paragraph shall survive the Closing.

Section 4.4 Each party shall pay the cost of obtaining and recording any documents to cure title on its Exchange Property; all assessments and liens for public improvements against the Exchange Property, if any, which are as of the date of Closing certified liens shall be paid by the party who owns the Exchange Property. The Agency shall pay one half the cost of documentary stamps and surtax on the deed, the cost of recording the deed, title insurance and survey and the balance to be paid jointly by the Gerald Properties and CE Properties. Each party shall pay its own attorneys' fees incurred in this transaction.

ARTICLE FIVE **REPRESENTATIONS**

5.1 Agency, Gerald Properties and CE Properties Representations. Each party, on behalf of itself and the Exchange Property it currently owns, makes the following representations and warranties:

5.1.1 Neither party has entered into any contracts, leases, or other agreements which would materially affect the Exchange Property following Closing, or any portion thereof or the use thereof.

5.1.2 Neither party has written notice of: (i) any pending improvement liens to be made by any governmental authority with respect to the Exchange Property; (ii) any pending lawsuits with respect to the Exchange Property and which would be binding upon the party; (iii) any pending condemnation proceedings with respect to the Exchange Property; or (iv) any zoning, ADA, liquor license or environmental violations with respect to the Exchange Property.

5.1.3 Both Gerald Properties and CE Properties are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by both Gerald Properties and CE Properties have been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Gerald Properties and CE Properties in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, or default under, any agreement to which Gerald Properties and CE Properties are a party or by which the Exchange Property is bound, or (ii) violate any law, rule or restriction to which Gerald Properties, CE Properties or the Exchange Property is subject.

5.1.4 Neither party is a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, each shall deliver to each other an affidavit to such effect, and also stating its employer identification number and the state within the United States under which it was organized and exists. Each acknowledges and agrees that the other party shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be modified and amended from time to time, and each party shall act in accordance with all reasonable requirements of the other party to effect such full compliance by it.

5.1.5 There are no lease rights which affect the Exchange Property, and each party has exclusive possession of the Exchange Property.

5.1.6 To the actual knowledge of each party, without independent investigation or inquiry: (i) no hazardous waste or hazardous substances have been stored or located upon or under any portion of the their respective Exchange Property beyond legal limits; (ii) neither party, nor to either party's knowledge any third party has ever used that party's Exchange Property to treat, store or dispose of waste materials or hazardous substances; (iii) there has not been any leaching or drainage of waste materials or hazardous substances to the ground water beneath or adjacent to that party's Exchange Property beyond legal limits; (iv) the party's Exchange Property is not contaminated with any hazardous substances beyond legal

limits; (v) nor to either party's knowledge any third party, has caused the release of any hazardous substance on that party's Exchange Property beyond legal limits; and (vi) neither party has received no written notice of any federal, state or local "superfund" lien, proceedings, claim, liability or action with respect to that party's Exchange Property. These representations shall survive Closing for a period of one (1) year.

ARTICLE SIX

CONDITIONS PRECEDENT TO PURCHASING PARTY'S OBLIGATIONS

Section 6.1 The following shall be conditions precedent to Purchasing Party's obligation to close hereunder;

(a) There shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened, which after Closing would adversely affect the value of the Property or any portion thereof.

(b) No proceedings shall be pending or threatened to change, redesignate or redefine the zoning classification of the Property or to condemn, take by the power of eminent domain or otherwise appropriate or dedicate any portion of the Property or any property adjoining the Property.

(c) All of the closing documents which Conveying Party is required to deliver to Purchasing Party under this Agreement will have been delivered at least ten (10) calendar days prior to Closing or if not, the Closing shall be delayed by the number of days of delay.

(d) Title shall be as required herein without any intervening title objection and with any "gap" being insured over by the Purchasing Party's Title Insurer.

(e) All representations and warranties by Conveying Party shall remain true and correct.

(f) There is no moratorium on the issuance of building permits by the controlling governmental authority, nor are there any moratoriums for water or sewage or storm drainage existing as of the date of Closing, nor any pending zoning or land use changes that would adversely impact Purchasing Party's use of the Property.

(g) The Property does not contain any underground storage tanks, or any other chemical, material or substance (including, but not limited to, asbestos), the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority. Moreover, the Property must comply, in all respects, with all applicable environmental laws, regulations and court or administrative orders.

(h) At Closing, there shall be no tenants in possession of the Property, nor shall there be any valid leases of this Property in effect.

In the event that any of the foregoing conditions are not met, Purchasing Party may elect either to: (i) waive the condition and proceed to close; (ii) delay the Closing for a period not to exceed thirty (30) days or such additional time (which, together with the prior period shall not exceed ninety (90) days) as Purchasing Party, in its reasonable discretion, shall deem necessary to allow such condition to be cured, during which time, Conveying Party shall have the right to satisfy such condition. Should Conveying Party not satisfy such condition, Purchasing Party shall have the right, but not the obligation, to cure such failure and, at Closing, to receive from Conveying Party the sum necessary (in Purchasing Party's reasonable judgment) to cure such failure (provided if Purchasing Party is unable to cure such failure, then Purchasing Party may elect either of the remedies described in clauses (i), (iii) or (iv) hereof); or (iii) sue for specific performance; or (iv) terminate this Agreement by sending written notice to Conveying Party. in which event neither party shall have any further liability to the other.

ARTICLE SEVEN **DEFAULTS**

In the event that this transaction is not closed as outlined herein, and said failure to close is due to the fault of Purchasing Party, then and in such event, this Agreement shall be deemed canceled and terminated, and the parties shall be released and relieved of any and all further duties and obligations hereunder..

In the event this transaction is not closed as outlined herein, and said failure to close is due to the breach or default of Conveying Party, then and in such event the Purchasing Party shall have all rights and remedies at law and in equity, including, without limitation, the right of specific performance.

Notwithstanding the foregoing, no damages shall be recoverable in the event title to any of the Viking Property or Agency Property is defective or if conditions to Closing are not fulfilled due to no fault of the Conveying Party.

ARTICLE EIGHT **NOTICE**

It is understood and agreed by and between the parties hereto that any notice or communication required or permitted hereunder shall be given in writing, sent by United States Mail, postage prepaid, registered or certified mail, or by hand delivery (including "next day" courier service) addressed as follows:

To Agency: RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
C/o Tony Brown, Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

To Gerald Properties: GERALD PROPERTIES, LLC
Attn: Michael J. Clark, with a copy to William L. Mueller

4 Executive Campus, Suite 200,
Cherry Hill, NJ 08002

To CE PROPERTIES: COURTNEY ELIZABETH PROPERTIES, LLC
Attn: Michael J. Clark, with a copy to William L. Mueller
4 Executive Campus, Suite 200,
Cherry Hill, NJ 08002

or at such other address or in care of such other person as the parties may hereunder designate in writing, and shall be deemed to have been given as of the date of receipt or, if rejected, the date of said rejection.

ARTICLE NINE
BROKERAGE AND OTHER FEES

Each party represents it has not incurred any brokerage fees in connection with this Agreement. Each party to this Agreement hereby agrees to indemnify fully the other, from any party claiming a brokerage fee and/or commission, or the like, as a consequence of entering into this Agreement or the Closing contemplated hereunder.

ARTICLE TEN
ATTORNEYS' FEES

In the event of any litigation, pertaining to this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred, whether at the trial and/or appellate level; and exclusive venue shall be in the Circuit Court in and for PALM County, Florida.

ARTICLE ELEVEN
MISCELLANEOUS

The use of headings herein is for convenience of reference and shall not be construed to limit, broaden or affect the meaning of the provisions contained in each section. The illegality or invalidity of any provision or provisions of this Agreement shall not impair, affect or invalidate any other provisions herein. Pronouns used herein shall be modified when required by the context or circumstances to the appropriate gender, and nouns and pronouns shall be read as singular or plural as the circumstances may require. No waiver of any breach of default hereunder or misrepresentation contained hereunder shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation or breach of default if such default persists or is repeated, and no express waiver shall affect any right or action on account of any such misrepresentation, default or breach other than the misrepresentation, default or breach specified in the express waiver, and then only for the time and to the extent therein stated.

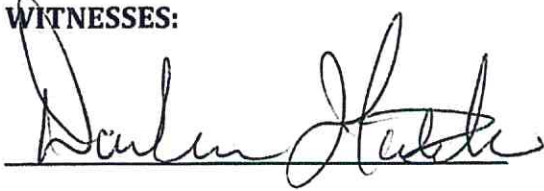
This Agreement and the Exhibits annexed hereto constitute the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are merged into this Agreement.

Neither this Agreement, nor any provisions hereof, may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Relative to each representation and warranty made in this Agreement, each party shall be charged with making reasonable inquiries as to the accuracy of the representations and warranties to its officers, employees, managers, contractors, agents and other appropriate parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement. Time shall be of the essence as to all material terms of this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:



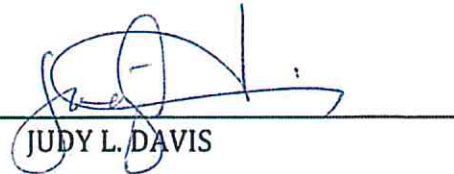
AGENCY:

Riviera Beach Community
Redevelopment Agency

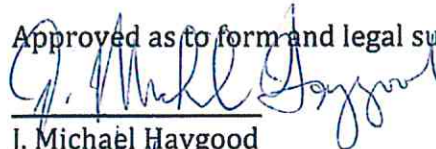


(As to Seller)

By:


JUDY L. DAVIS

Approved as to form and legal sufficiency



J. Michael Haygood

Date 8/6/2014

General Counsel to CRA

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REAL PROPERTY EXCHANGE AGREEMENT BETWEEN RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY, GERALD PROPERTIES, LLC, AND COURTNEY ELIZABETH
PROPERTIES, LLC

GERALD PROPERTIES:

Ernest M. DePa

Gerald Properties, LLC, a Florida limited liability company

William L. Mueller

(As to Gerald Properties)

By: Robert T. Healey, Sr.
Robert T. Healey, Sr.
Managing Member

Ernest M. DePa

CE PROPERTIES:

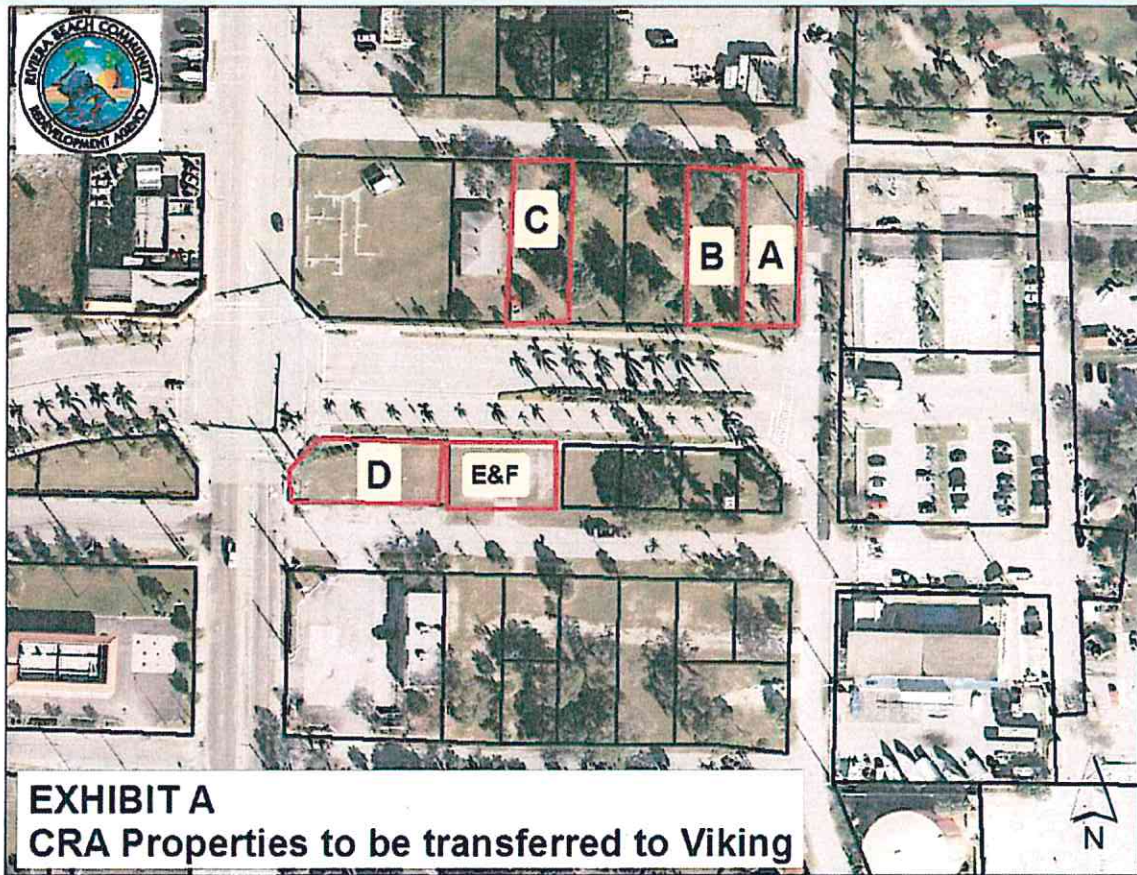
Courtney Elizabeth Properties, LLC,
a Florida limited liability company

William L. Mueller

(As to CE Properties)

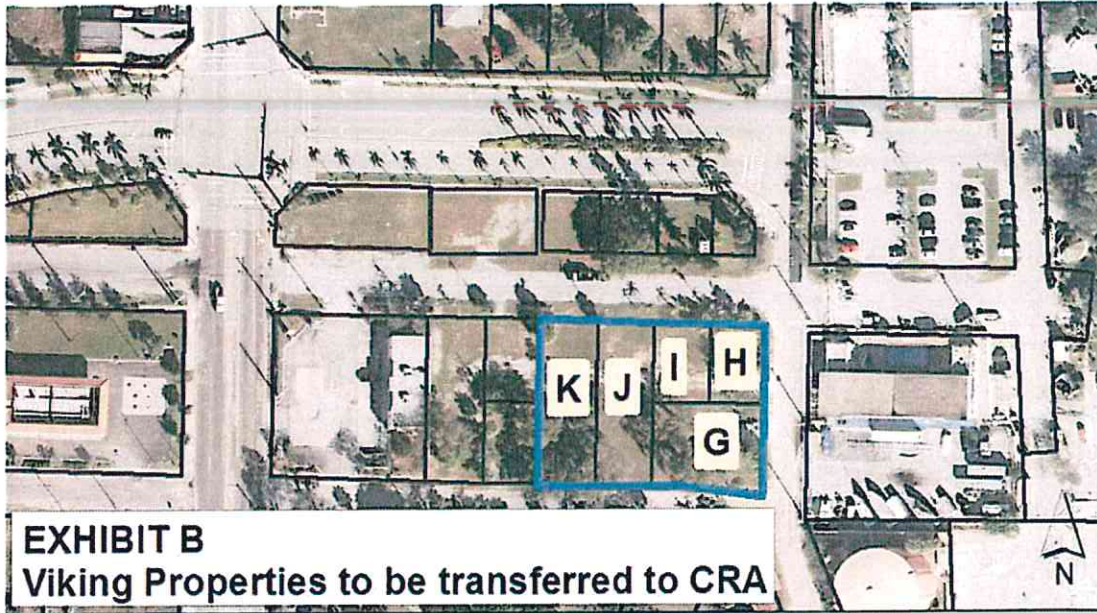
By: Robert T. Healey, Sr.
Robert T. Healey, Sr.
Managing Member

EXHIBIT A



A	Riviera Beach CRA	56434233060020010	1345 Avenue C
B	Riviera Beach CRA	56434233060020030	59 E 14 th Street
C	Riviera Beach CRA	56434233060020090	S 14 th Street
D	Riviera Beach CRA	56434233060020191	1300 Broadway
E	Riviera Beach CRA	56434233060020270	E 13 th Street
F	Riviera Beach CRA	56434233060020250	E. 13 th Street
TOTAL 0.7492 acres			

EXHIBIT B



G	Gerald Properties, LLC	56434233060140011	1201 Avenue C
H	Gerald Properties, LLC	56434233060140012	1223 Avenue C
I	Gerald properties, LLC	56434233060140031	55 E 13 th Street
J	Courtney Elizabeth Properties, LLC	56434233060140050	52 E 12 th Street
K	Gerald Properties, LLC	56434233060140070	E 12 th Street
Other	Courtney Elizabeth Properties, LLC	56434233060170100	120 W 11 th Street
	TOTAL 0.7632 acres		

EXHIBIT "C"

Permitted Exceptions

1. Taxes for the year of closing not then due and payable.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Subject to any lien provided by Chapters 153 and 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, gas or sewer systems serving the lands described herein.

Items 2 and 5 will be deleted at closing. Items 3 and 4 will be deleted at closing if a current survey is provided and shows no encroachments by or across the Premises, easements or other matters visible upon the ground or other matter rendering the title to the Premises unmarketable ("**Survey Problem**"). A Survey Problem shall be treated as a title defect and not as a Permitted Exception.