



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$18,000)	-0-	-0-	-0-	-0-
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(\$18,000)</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6422  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Conveyance of this property will eliminate the County's ongoing maintenance and liability.

C. Departmental Fiscal Review: \_\_\_\_\_ *12.26.13*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

OFMB *K/11/10/2014* *11/10* *JP* *11/10* Contract Development and Control *11/15/14*

**B. Legal Sufficiency:**

*1/21/14*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**



**Background and Policy Issues (cont.):** The property was declared surplus as no County departments expressed an interest in it. In September 2013, in accordance with Florida Statutes, Section 125.35(1.c), Staff issued an IFB which was advertised in the Palm Beach Post on September 8, 2013, and September 15, 2013. The IFB was also advertised on the PREM and County websites, on Channel 20's Community Bulletin Board and a sign was posted on the property. It was at this time that WUD requested a 10 foot easement for water utility purposes extending the entire length of the eastern portion of the property adjacent to Jog Road. Addendum No. 1 to the IFB was issued on September 20, 2013, to provide for reservation of a 10 foot utility easement.

On October 2, 2013, three (3) bids were received: (i) Eddies's Property Investments, Inc. offered \$18,000, with a bid deposit of \$1,800; (ii) Mohamed Pazhoor offered \$17,000, with a bid deposit of \$1,700; and (iii) Daniel Lopez offered \$8,025, with a bid deposit of \$802.50.

The Property Appraiser assessed the property at \$15,180 for 2012, and at \$15,939 for 2013. Pursuant to the PREM Ordinance, an appraisal is not required as the property's value is less than \$25,000. Further, as the property's value is less than \$250,000, this transaction does not require review by the Property Review Committee. Eddie's Property Investments, Inc., a Florida corporation, provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 4. This Disclosure identifies the ownership interests in Eddie's Property Investments, Inc. as Adesh Sookhoo with 51% ownership interest and Leela Boodram with 49% ownership interest.



TWP 43

TWP 43

TWP 44

19

20

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**DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

THIS AGREEMENT is made Oct 2/2013, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida.

ADDRESS: Property and Real Estate Management  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

BUYER: Eddie's Property Investments Inc  
NAME (as you want it to appear on deed)

ADDRESS: 11289 68<sup>th</sup> St N. West Palm Beach  
Florida 33412  
20-4457728  
(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

1. AGREEMENT TO SELL: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. PURCHASE PRICE: The purchase price of the Property shall be Eighteen thousand (\$ 18,000 ) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. Deposit: Buyer deposits herewith: Eighteen hundred (\$ 1800<sup>00</sup> ) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. Balance: The balance of the purchase price in the amount of Sixteen thousand, two hundred (\$ 16,200 ) shall be payable at closing by locally drawn cashier's check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

3. CLOSING: This Agreement shall be closed and the deed delivered within 30 days of the Effective Date of this Agreement. The following are additional details of closing:

A: Time and Place: The closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.



B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes, Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes, Section 270.11, and also reserve a 10' utility easement along Jog Road. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

C. Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. A: CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "C" attesting to said waiver and release.

B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

6. BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Buyer. Buyer warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a



Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event the Buyer is an individual, the Buyer shall be exempt from this provision.

7. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

8. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

9. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

10. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

11. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

12. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

13. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

14. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

15. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

16. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage



prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

17. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

18. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

20. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

21. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

22. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

23. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered in the presence of:

Date of Execution by Buyer: Oct 2, 2013

[Signature]  
(Witness)

By: Eddies Property Investment Inc

Leela Boodram  
(Print name)

NAME: Adesh Soodhoo

[Signature]  
(Witness)

TITLE: President

Sandy Levalley  
(Print name)

("Buyer")

(SEAL)

OR

(SEAL) (corporation not for profit)

ATTEST:

Date of Execution by Seller: \_\_\_\_\_, 20\_\_

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

("Seller")

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Assistant County Attorney

By: [Signature]  
Department Director



**EXHIBIT "A"**

**TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

**LEGAL DESCRIPTION**

PALM BEACH FARMS CO PL 3 W 100 FT OF E 138 FT OF N 1/2 OF S 1/2 OF TR 45 (LESS S 45 FT BISHOFF DRIVE & ELY 47.16 FT JOG RD R/WS) BLK 5. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 3340-2006 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 25787, PAGE 1876, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAVING AND RESERVING UNTO SELLER A UTILITY EASEMENT OVER THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY.



EXHIBIT "B"

TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

PREPARED BY AND RETURN TO:  
Steven K. Schlamp, Property Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-005-0960  
Closing Date: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_

COUNTY DEED

This COUNTY DEED, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and EDDIES PROPERTY INVESTMENTS, INC. a Florida corporation, whose legal mailing address is 11289 68<sup>th</sup> Street N, West Palm Beach Florida 33412, "Eddies Property".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by Eddies Property, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Eddies Property, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

PALM BEACH FARMS CO PL 3 W 100 FT OF E 138 FT OF N 1/2 OF S 1/2 OF TR 45 (LESS S 25 FT BISHOFF DRIVE & ELY 47.16 FT JOG RD R/WS) BLK 5. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 3340-2006 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 25787, PAGE 1876, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Saving and reserving unto County, its successors and assigns, a utility easement over the easterly 10 feet of the above described property.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Assistant County Attorney



**EXHIBIT "C"**

**TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

**"AS IS" ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ ("Buyer")  
to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida  
("Seller").

**WITNESSETH:**

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and  
Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. R-  
\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,  
for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), 0.24  
acre(s) of surplus land in unincorporated Palm Beach County located in Section 27,  
Township 43, Range 42, Palm Beach County ("Property"), and more particularly  
described as follows:

**SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION**

**WHEREAS**, the Agreement states that Buyer shall purchase the Property and any  
improvements in an "AS IS CONDITION", without warranties and/or representations  
and shall acknowledge the foregoing at the closing of the transaction.

**NOW THEREFORE**, in consideration of the conveyance of the Property, Buyer  
hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby  
accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the  
Seller has made no warranties or representations of any nature whatsoever regarding the  
Property including, without limitation, any relating to its value, Seller's title to the  
Property, the environmental condition of the Property, the physical condition of the

Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property.

3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

**IN WITNESS WHEREOF**, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



**EXHIBIT "A"**

**TO "AS IS" ACKNOWLEDGMENT**

**LEGAL DESCRIPTION**

PALM BEACH FARMS CO PL 3 W 100 FT OF E 138 FT OF N 1/2 OF S 1/2 OF TR 45  
(LESS S 25 FT BISHOFF DRIVE & ELY 47.16 FT JOG RD R/WS) BLK 5. THE ABOVE  
BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER  
3340-2006 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 25787,  
PAGE 1876, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAVING AND RESERVING UNTO SELLER A UTILITY EASEMENT OVER THE  
EASTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

EXHIBIT "D"

TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Adesh Sookhoo, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Eddie Property Investments, Inc. of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 11289 68th St. N West Palm Beach FL 33412

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity. Disclosure does not apply to any government agency or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

Adesh Sookhoo, Affiant
Print Affiant Name: Adesh Sookhoo, President

The foregoing instrument was sworn to, subscribed and acknowledged before me this 11th day of December, 2013, by Adesh Sookhoo [X] who is personally known to me or [ ] who has produced as identification and who did take an oath.

[Signature]
Notary Public

(Print Notary Name)
NOTARY PUBLIC
State of Florida at Large



My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**TO BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS**

**PROPERTY**

PALM BEACH FARMS CO PL 3 W 100 FT OF E 138 FT OF N 1/2 OF S 1/2 OF TR 45  
(LESS S 25 FT BISHOFF DRIVE & ELY 47.16 FT JOG RD R/WS) BLK 5. THE ABOVE  
BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER  
3340-2006 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 25787,  
PAGE 1876, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAVING AND RESERVING UNTO SELLER A UTILITY EASEMENT OVER THE  
EASTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY.





PREPARED BY AND RETURN TO:  
Steven K. Schlamp, Property Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-005-0960  
Closing Date: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_

### COUNTY DEED

This COUNTY DEED, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and EDDIES PROPERTY INVESTMENTS, INC. a Florida corporation, whose legal mailing address is 11289 68<sup>th</sup> Street N, West Palm Beach Florida 33412, "Eddies Property".

### WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by Eddies Property, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Eddies Property, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

PALM BEACH FARMS CO PL 3 W 100 FT OF E 138 FT OF N 1/2 OF S 1/2 OF TR 45 (LESS S 25 FT BISHOFF DRIVE & ELY 47.16 FT JOG RD R/WS) BLK 5. THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 3340-2006 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 25787, PAGE 1876, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Saving and reserving unto County, its successors and assigns, a utility easement over the easterly 10 feet of the above described property.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

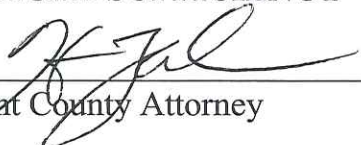
SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

(OFFICIAL SEAL)



**ATTACHMENT NO. 4**

**TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

**BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Adesh Sookhos, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the - President (position - i.e. president, partner, trustee) of Eddie Property Investments, Inc. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 11289 68th St. N  
West Palm Beach FL 33412

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity. Disclosure does not apply to any government agency or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

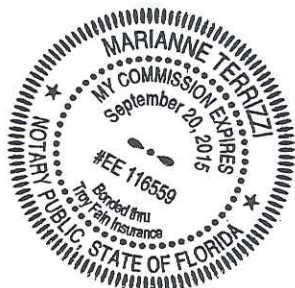
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

Adesh Sookhos, Affiant  
Print Affiant Name: Adesh Sookhos, President

The foregoing instrument was sworn to, subscribed and acknowledged before me this 11th day of December 2013, by Adesh Sookhos [  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.



M. Terrizzi  
Notary Public

(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**TO BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS  
PROPERTY**

PALM BEACH FARMS CO PL 3 W 100 FT OF E 138 FT OF N 1/2 OF S 1/2 OF TR 45  
(LESS S 25 FT BISHOFF DRIVE & ELY 47.16 FT JOG RD R/WS) BLK 5. THE ABOVE  
BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER  
3340-2006 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 25787,  
PAGE 1876, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAVING AND RESERVING UNTO SELLER A UTILITY EASEMENT OVER THE  
EASTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

