

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 3, 2014 Consent Regular
 Ordinance Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **adopt** a Resolution authorizing the conveyance of the County's interest in a 0.13 acre vacant parcel of County-owned land located on Eden Lawn Terrace in West Palm Beach to Marta Warzel for \$3,000 with reservation of mineral and petroleum rights, but without rights of entry and exploration; and

- B) **approve** a Deposit Receipt and Contract for Sale and Purchase with Marta Warzel for the sale of a 0.13 acre parcel of vacant land for \$3,000; and

- C) **approve** a County Deed in favor of Marta Warzel.

Summary: The County acquired a 0.13 acre parcel of vacant land on Eden Lawn Terrace in unincorporated West Palm Beach by Tax Deed in June 2004. This property was deemed surplus because it serves no present or future County purpose. The assessed value of the parcel is \$8,473. Pursuant to Florida Statutes Section 125.35(2), the Board may effect a private sale of the parcel upon a finding that the value of a parcel is \$15,000 or less, as determined by the County property appraiser, and when due to its size, shape, location and value it is of use to only one or more adjacent property owners. The property is 40'x145', and cannot be developed as a standalone parcel and is only of use to the adjoining owners. Notice of the County's intent to sell this parcel was sent to the three adjacent property owners providing them an opportunity to bid on this parcel. Only one response was received from Marta Warzel with a proposed purchase price of \$3,000. Staff recommends the sale of this parcel as it will lessen the County's potential liability and maintenance responsibilities and return the parcel to the tax roll. The County will retain mineral rights in accordance with Florida Statutes Section 270.11, but will not retain rights of entry and exploration. This sale must be approved by a supermajority vote (5 Commissioners). (PREM) **District 2** (HJF)

Background and Policy Issues: The County acquired title to this property by Tax Deed in June 2004. Sometime in 2007, a utility assessment was levied against the property, most likely for extending water and sewer to the property. The current amount of the outstanding assessment is \$2,400. Ms. Warzel has delivered a check in the amount of \$300 representing 10% of the purchase price and will pay the balance of the purchase price at Closing. Ms. Warzel will pay documentary stamps and recording costs, and accept the property in "AS IS" condition. The outstanding assessments will be paid by the County with the sale proceeds. The Closing will occur shortly after Board approval. Pursuant to the PREM Ordinance, as the parcel's value is less than \$25,000 an appraisal is not required. Further, as the

Continued on Page 3

Attachments:

- 1. Location Map
- 2. Resolution
- 3. Deposit Receipt and Contract For Sale and Purchase with Marta Warzel
- 4. County Deed
- 5. Response letter from Marta Warzel dated March 30, 2014

Recommended By: *Rest Anthony Wolf* 5/10/14
 Department Director Date

Approved By: *[Signature]* 5/19/14
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$600)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$600)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No *o*

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

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

The sales price is \$3,000. After payment of the outstanding utility assessment estimated to be \$2,400, the County will receive approximately \$600. While there is minimal revenue generated by the sale of this property, its conveyance will eliminate the County's ongoing maintenance, liability and return the property to the tax rolls.

C. Departmental Fiscal Review: _____ *[Signature]* 5.12.14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB *[Signature]* 5/14/2014
 5/13

 Contract Development and Control *[Signature]* 5/16/14
 5-15-14 *[Signature]*

B. Legal Sufficiency:

 Assistant County Attorney *[Signature]* 5/19/14

C. Other Department Review:

 Department Director

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

Background and Policy Issues Continued: parcel's value is less than \$250,000, this transaction does not require review by the Property Review Committee. Staff attempts to dispose of surplus properties by the most efficient and cost effective manner possible. In many instances the properties are of a nature that have little, if any, value to anyone other than the adjacent property owners. It is our experience that in order to induce the adjacent property owner to accept the property, a price below the assessed value is often required. In this case, the sales price is \$3,000, which is \$5,473 less than the assessed value of \$8,473. A Disclosure of Beneficial Interests is not required as Ms. Warzel is an individual.

TWP 43

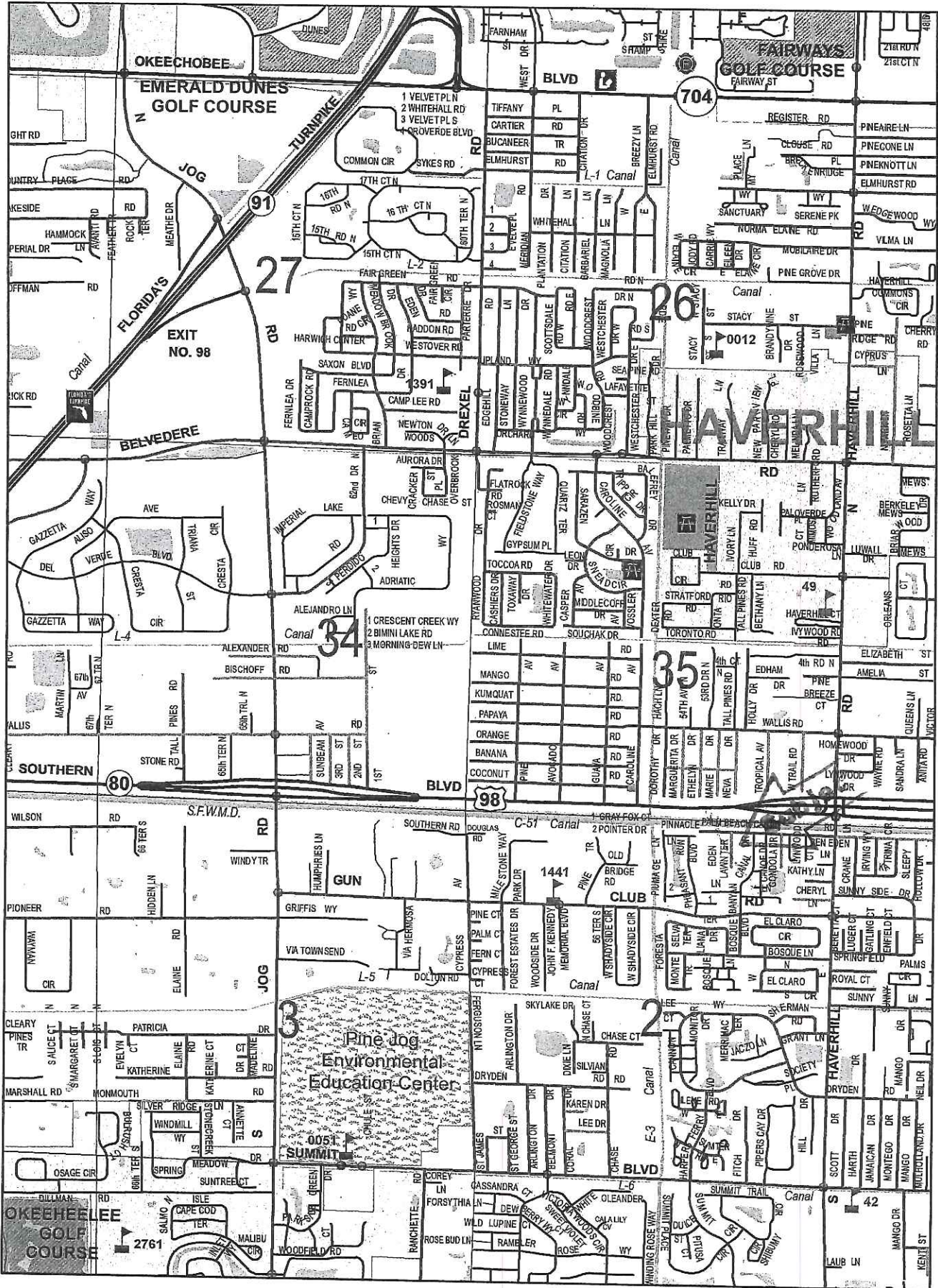
TWP 43

TWP 44

19

20

21



RNG 42

See pg 79

RNG 42

Page 69

LOCATION MAP



RESOLUTION NO. 20__

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO MARTA WARZEL, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County owns a surplus parcel of real property containing 0.13 acres located on Eden Lawn Terrace in West Palm Beach; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that such property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on such property; and

WHEREAS, the Board of County Commissioners hereby finds that such property is of use only to the adjacent property owners due to its size, shape, location and value; and

WHEREAS, the County sent notice of its intent to sell such parcel to owners of adjacent property by certified mail and only received notice from Marta Warzel of her desire to purchase such property; and

WHEREAS, the Board desires to affect a private sale of such property to Marta Warzel pursuant to Florida Statute Section 125.35(2); and

WHEREAS, pursuant to Florida Statute Section 270.11, Marta Warzel has requested that such property be conveyed without reservation of and that the County release all rights of entry and exploration relating to mineral and petroleum rights; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property reserving phosphate, minerals, metals and petroleum rights, but releasing any and all rights of entry and exploration relating to such rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to Marta Warzel, for Three Thousand and No/100 Dollars (\$3,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase and the County Deed attached hereto and incorporated herein by reference, the real property legally described in such Agreement and Deed.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Priscilla A. Taylor, Mayor
- Commissioner Paulette Burdick, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Shelley Vana
- Commissioner Steven L. Abrams
- Commissioner Mary Lou Berger
- Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this ___ day of _____, 20_____.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

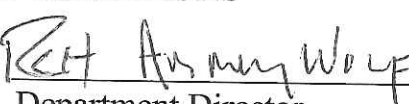
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made _____, 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: Marta Warzel,
NAME (as you want it to appear on deed)

ADDRESS: 113 Eden Lawn Terrace, West Palm Beach, FL 33415

On File

(F.E.I.N. or SOCIAL SECURITY NO.*)

(*Social Security numbers should be submitted on a separate piece of paper and will be kept on file at the Property and Real Estate Management Office.)

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 Three Thousand Dollars and No Cents (\$3,000.00) 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 Three Hundred Dollars and No Cents (\$300.00) 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 Two Thousand Seven Hundred Dollars and No Cents (\$2,700.00) shall be payable at closing by a 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. 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, gender identity or expression, or genetic information 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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: 04/25/14, 2014

[Signature]
(Witness)
Richard Bogatin
(Print name)
[Signature]
(Witness)
Peta-Lyve Belizaire
(Print name)

By: [Signature]
(Signature)
WARZEL, MARTA Graciela
(Print Name)

("Buyer")

ATTEST:

Date of Execution by Seller: _____, 2014

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 the DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

LEGAL DESCRIPTION

MODEL LAND CO. SUB S 39 FT OF N 500 FT OF WLY 145.76 FT OF N ½ OF TR 5, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 4336 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17129, PAGE 970, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
to the DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

COUNTY DEED

PREPARED BY AND RETURN TO:

PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-44-02-01-000-0170
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 _____, a Florida _____, whose legal mailing address is _____, "Grantee".

WITNESSETH:

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

MODEL LAND CO. SUB S 39 FT OF N 500 FT OF WLY 145.76 FT OF N ½ OF TR 5, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 4336 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17129, PAGE 970, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) 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 (½) 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
COMPTROLLER

PALM BEACH COUNTY, a CLERK & 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 the 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 Three Thousand Dollars and No Cents (\$_____), .13 acres of surplus land in West Palm Beach, Florida located in Section 02, Township 44, 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

Print Name

Witness Signature

Print Name

By: _____
Buyer

Print Name

By: _____
Buyer

Print Name

EXHIBIT "A"
to the "AS IS" ACKNOWLEDGMENT

LEGAL DESCRIPTION

MODEL LAND CO. SUB S 39 FT OF N 500 FT OF WLY 145.76 FT OF N ½ OF TR 5, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 4336 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17129, PAGE 970, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "D"
to the DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

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, _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president, partner, trustee) of _____ (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: _____

_____.

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.

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.

_____, Affiant
Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this ____ day of _____, 20____, by _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"
to the DISCLOSURE OF BENEFICIAL INTERESTS

PROPERTY

MODEL LAND CO. SUB S 39 FT OF N 500 FT OF WLY 145.76 FT OF N ½ OF TR 5, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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EXHIBIT "B"
to the DISCLOSURE OF BENEFICIAL INTERESTS

**SCHEDULE TO BENEFICIAL
INTERESTS IN (Buyer)**

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST

COUNTY DEED

PREPARED BY AND RETURN TO:
Richard Bogatin, Property Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-44-02-01-000-0170
Closing Date: _____
Purchase Price: \$3,000.00

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 Marta Warzel, whose legal mailing address is 113 Eden Lawn Terrace, West Palm Beach FL 33415, "Grantee".

WITNESSETH:

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

MODEL LAND CO. SUB S 39 FT OF N 500 FT OF WLY 145.76 FT OF N 1/2 OF TR 5, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 4336 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 17129, PAGE 970, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

March 30, 2014

Marta Warzel

3723 Laurette Ln
Lake Worth, Fl. 33461

Reference: Eden Lawn Surplus Property

This is with the purpose to inform that we are interested in buying the Eden Lawn surplus property 0.13 Acre Sliver property control number 00-42-44-02-01-000-0170, in which we are offering to pay the amount of \$ 3000.00. to attached to my property 113 Eden Lawn terrace. I'll be more than please to be contacted by phone (561) 635-3771, (561) 541-8383 or email at wpbracfm@hotmail.com.

Thanks for your attention.

Sincerely

Marta Warzel



03/30/14

