# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Agenda Item #: 🦱

Meeting Date:	July 22, 2014	[ ] Consent [ ] Ordinance	[X] Regular [ ] Public Hearing
Department:	Facilities Developm	ient & Operations	
	L	EXECUTIVE BRIEF	

#### Motion and Title: Staff recommends motion to approve:

A) a Deposit Receipt and Contract For Sale and Purchase with Patricia Robinette and Nancy C. Baker, for the sale of a  $\pm 0.13$  acre parcel of land together with an 840 SF manufactured home and a 64 SF shed at 7133 43<sup>rd</sup> Trail North, Lot 1269, Riviera Beach, within the Palm Lake Cooperative, Inc., an adult retirement community located in unincorporated Palm Beach County for \$9,121.00; and

**B)** a County Deed in favor of Patricia Robinette and Nancy C. Baker without mineral and petroleum rights reservation.

Summary: In October 2012, the County acquired by Tax Deed a ±0.13 acre parcel of land together with an 840 SF manufactured home and a 64 SF shed (Property) at 7133 43rd Trail North, Lot 1269, Riviera Beach, within the Palm Lake Cooperative, Inc. (Palm Lake), an active adult (55+) retirement community located in unincorporated Palm Beach County. This Property has been deemed surplus as it serves no County purpose. The Property Appraiser's Office assessed the Property at \$35,772 for 2013. Staff obtained an appraisal in June 2013 that valued the Property at \$32,000. The Property was advertised for sale and an Invitation For Bid (IFB) was issued in April 2014. Staff received 33 inquiries regarding the property but only two people attended the pre-bid meeting. One (1) responsive bid was received from Patricia Robinette and Nancy C. Baker in the amount of \$9,121.00. There are currently 22 homes for sale within Palm Lake and Staff believes the all cash bid requirement and lengthy paperwork associated with the bid process was a factor in limiting response to the bid. Staff recommends acceptance of the bid as it will lessen the County's potential liability and maintenance responsibilities and return the Property to the tax roll. Patricia Robinette and Nancy C. Baker will pay all closing costs and any other costs associated with this sale. As the Property is located within a residential community, the County will not retain mineral and petroleum rights. This sale must be approved by a Supermajority Vote (5 Commissioners). Closing is to occur within sixty (60) days of Board approval. (PREM) District 1 (HJF)

**Background and Policy Issues:** In October 2012, the County acquired the Property by Tax Deed. At the time of conveyance, the Property was secured as Gerald Woodburn, the former owner, who passed away in September 2005. The property was declared surplus as no County departments expressed an interest in it.

# (continued on page 3)

#### Attachments:

- 1. Location Map
- 2. Deposit Receipt and Contract For Sale and Purchase
- 3. County Deed

Recommended By: 14	Anny Won-	6/20/14	
	<b>Department</b> Director	Date	
Approved By:	itte	7/2/14	
	<b>County Administrator</b>	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	(528) (\$9,121)	( <u>3,16</u> 8) -0-	( <u>316</u> f) - <u>0-</u>	( <u>3,168</u> ) -0-	(3.168)
Program Income (County) In-Kind Match (County					
NET FISCAL IMPACT	<u>(\$9,649</u>	(3,168)	$\left(\underline{3,168}\right)$	(3,168)	(3,168)
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current B	idget: Yes		No <u>X</u>		
Budget Account No: Fund	<u>0001</u> Dep <u>0001</u> Dep	ot <u>410</u> St <u>760</u>	Unit <u>4240</u> Unit <u>760</u> 1	Rev. <u>6</u> Obj. <u>H</u>	<u>422</u> 1904

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

The Palm Lake Cooperative monthly maintenance assessment is \$264.

Fixed Asset Number: M08115

C. Departmental Fiscal Review: \_

# III. <u>REVIEW COMMENTS</u>

N

06123/14

6.19.14

OFMB Fiscal and/or Contract Development Comments A. 3)14 OFMB

B. **Legal Sufficiency:** 

Assistant County Attorney

C. Other Department Review:

Department Director

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

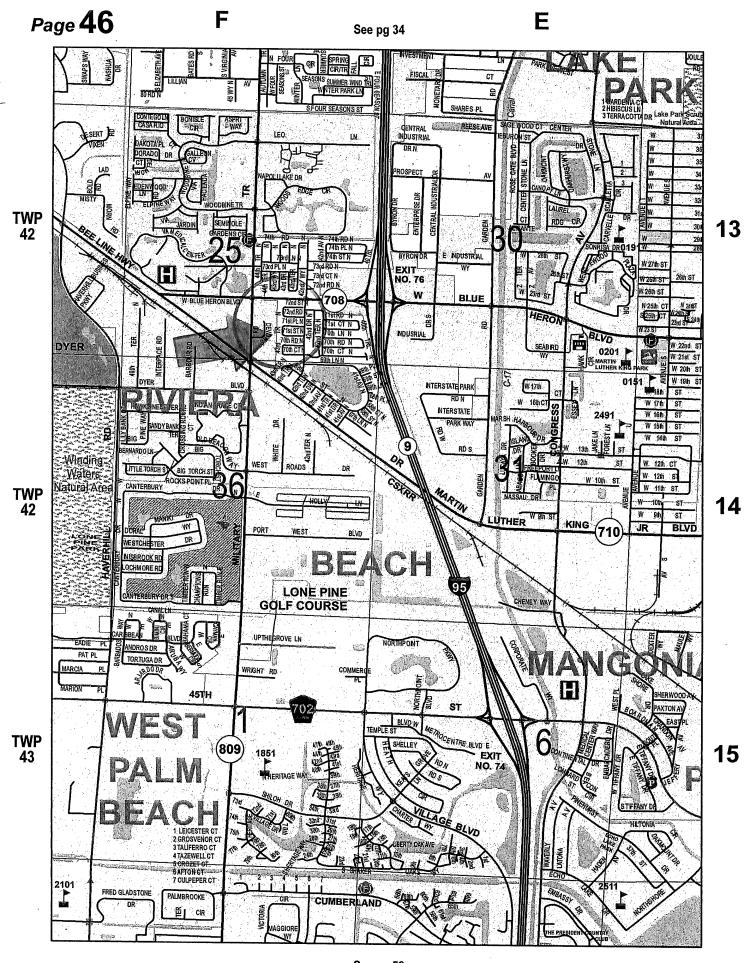
Page 3

**Background and Policy Issues (cont.):** In April 2014, in accordance with Florida Statutes, Section 125.35(1.c), Staff issued an IFB which was advertised in the Palm Beach Post on April 27, 2014, and May 4, 2014. 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.

On May 14, 2014, one (1) bid was received from Patricia Robinette and Nancy C. Baker for \$9,121 with a ten percent (10%) bid deposit of \$912.10.

The Property Appraiser assessed the property in 2013 at \$35,772. Pursuant to the PREM Ordinance, as the value exceeded \$25,000, an appraisal was conducted in June 2013 that valued the Property at \$32,000. As the Property's value is less than \$250,000, this transaction does not require review by the Property Review Committee. As Patricia Robinette and Nancy C. Baker are individuals, a Disclosure of Beneficial Interests is not required. Patricia Robinette and Nancy C. Baker have both obtained approvals by Palm Lake to acquire the Property.

As the Property is located within a gated active adult (55+) residential community, the County Deed does not contain language to reserve mineral and petroleum rights. Further, the County Deed conveys the County's interest in the Property, which is less than fee simple. This is due to Palm Lake being a cooperative and shares of stock are issued for lots within Palm Lake. The County's Lot is 1269 and the stock for Lot 1269 is still in the name of Gerald Woodburn, the deceased former owner. The stock for Lot 1269 could not be transferred into the County's name as Palm Lake Charter By-Laws and Rules and Regulations require stock certificates be issued only to natural persons. Staff has kept Palm Lake and their legal counsel informed that a sale of the Property was forthcoming.



**RNG 42** 

See pg 58

MAP

RNG 43

*Page* **46** 

OCATION

L

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

THIS AGREEMENT is made 5 - 10 - 14, 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: PATRICIA ROBINEHE 4 Mency C-Baker NAME (as you want it to appear on deed)

ADDRESS: 1345 444 7 N 7352 44 tenere N WPB 71 33404 678 FR 33404

(F.E.I.N. or Social Security Number)

(Social Security Numbers are to be provided separately and will be kept confidentially at the PREM office.)

1. <u>AGREEMENT TO SELL</u>: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement the Seller's interest in 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. <u>PURCHASE PRICE</u>: The purchase price of the Seller's interest in the Property shall be<u>nice the standone hundred the standone hundred the standone</u>) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. <u>Deposit</u>: Buyer deposits herewith: <u>mine hundred fuelesed</u> 1/4/ mil fen fl (\$ 9/2./o) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

*In the amount of end the thready and the thread of the purchase price in the amount of end the thread of the thre* 

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

C. <u>Palm Lake Residency Approval</u>: Buyer has received residency approval from Palm Lake Cooperative, Inc.

3. <u>CLOSING</u>: 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: <u>Time and Place</u>: 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. <u>Conveyance</u>: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the

Seller's interest in the Property and any improvements in its "<u>AS IS CONDITION</u>", 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.

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

4. <u>REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND</u> <u>ENCUMBRANCES</u>: The Buyer shall be responsible for paying all current and past due non ad valorem taxes, if any, at 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. <u>CONDITION OF THE PROPERTY</u>: The Buyer acknowledges that Buyer has inspected the Property, and agrees to accept the Property in its "<u>AS IS</u> <u>CONDITION</u>" 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 interest in and 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. <u>Radon Gas</u>: 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.

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: 6. Buver 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 Buyer is an individual, Buyer is exempt from this provision.

7. <u>RISK OF LOSS</u>: 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. <u>DEFAULT</u>: 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. <u>SUCCESSORS</u>: 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. <u>RECORDING</u>: 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. <u>ASSIGNMENT</u>: 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. <u>TIME OF THE ESSENCE</u>: Time is of the essence in the performance of this Agreement.

13. <u>AMENDMENTS</u>: 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. <u>SURVIVAL</u>: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

15. <u>BROKERS & COMMISSIONS</u>: 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. <u>NOTICES</u>: 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. <u>CHOICE OF LAW AND CONSTRUCTION</u>: 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. <u>FURTHER ASSURANCES</u>: 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. <u>NON-DISCRIMINATION</u>: 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. <u>NO THIRD PARTY BENEFICIARY</u>: 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. <u>HEADINGS</u>: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

22. <u>OFFICE OF THE INSPECTOR GENERAL</u>: 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. <u>EFFECTIVE DATE OF AGREEMENT</u>: 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 (as to both):

(Witness)

Steven K. Schlam (Print name) (Witness) (Witness) Margaret Jackson Margaret

(Print name)

Date of Execution by Buyer:

27 \_\_\_\_\_, 2014

By: \_\_\_\_

NAME: <sup><</sup>

y C. Baker By: \_\_\_\_\_

NAME: NANCH C

("Buyer")

ATTEST:

SHARON R. BOCK CLERK & COMPTROLLER

By:

Deputy Clerk

Date of Execution by Seller:

, 20

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

By:

Priscilla A. Taylor, Mayor

("Seller")

#### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Department Director

#### EXHIBIT "A" to DEPOSIT RECEIPT and CONTRACT FOR SALE AND PURCHASE

#### **LEGAL DESCRIPTION**

County's interest in the property described under Tax Certificate Number 2606 in the Escheatment Tax Deed recorded in Official Record Book 25512, Page 1690, public records of Palm Beach County, Florida, being more particularly described as Palm Lake Co-op Inc., Ph III Mobile Home Lot 1269, which bears the address of 7133 43<sup>rd</sup> Trail North, Riviera Beach, Florida 33404.

Parcel Control Number 00-42-42-25-06-000-1269

#### 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: 00-42-42-25-06-000-1269 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

#### 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\_\_\_\_\_\_, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

County's interest in the property described under Tax Certificate Number 2606 in the Escheatment Tax Deed recorded in Official Record Book 25512, Page 1690, public records of Palm Beach County, Florida, being more particularly described as Palm Lake Co-op Inc., Ph III Mobile Home Lot 1269, which bears the address of 7133 43<sup>rd</sup> Trail North, Riviera Beach, Florida 33404.

Parcel Control Number 00-42-42-25-06-000-1269

**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:

Deputy Clerk

#### SHARON R. BOCK CLERK & COMPTROLLER

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

By:

Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By:

By:

Assistant County Attorney

1

#### 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 PA	LM BEACH COUNTY, FLORIDA, a political	subdivision of the State of Florida
("Sell	er").	

#### 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 \_\_\_\_\_\_\_\_ (\$ \_\_\_\_\_\_\_\_), the Seller's interest in 0.13 acres of surplus property described in the Escheatment Tax Deed as recorded in ORB 25512, Page 1690, public records of Palm Beach County, Florida, together with an existing 840 square foot manufactured home and a 64 square foot shed located at 7133 43<sup>rd</sup> Trail North, Lot 1269, Riviera Beach, FL located in Section 25, Township 42, 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 Seller's interest in 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 Seller's interest in 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 Buyer 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 interest in and

Page 1 of 2

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.

Without in any way limiting the generality of the preceding paragraph, 3. Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Seller's interest in 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.

This Acknowledgment will survive delivery and recording of the County 4. 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

By:

Print Name

Print Name

By: Buyer

Print Name

Buyer

#### EXHIBIT "A" to "AS IS" ACKNOWLEDGMENT

### **LEGAL DESCRIPTION**

County's interest in the property described under Tax Certificate Number 2606 in the Escheatment Tax Deed recorded in Official Record Book 25512, Page 1690, public records of Palm Beach County, Florida, being more particularly described as Palm Lake Co-op Inc., Ph III Mobile Home Lot 1269, which bears the address of 7133 43<sup>rd</sup> Trail North, Riviera Beach, Florida 33404.

Parcel Control Number 00-42-42-25-06-000-1269

#### 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

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 Palm Beach County's interest in the 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 its interest in 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 BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

#### PROPERTY

County's interest in the property described under Tax Certificate Number 2606 in the Escheatment Tax Deed recorded in Official Record Book 25512, Page 1690, public records of Palm Beach County, Florida, being more particularly described as Palm Lake Co-op Inc., Ph III Mobile Home Lot 1269, which bears the address of 7133 43<sup>rd</sup> Trail North, Riviera Beach, Florida 33404.

Parcel Control Number 00-42-42-25-06-000-1269

#### EXHIBIT "B" to BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

#### SCHEDULE TO BENEFICIAL INTERESTS IN <u>(Buyer)</u>

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
		<b>OF INTEREST</b>
		Ward ( )
······································		
		······

1

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: 00-42-42-25-06-000-1269 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 Patricia Robinette, whose legal mailing address is 7349 44<sup>th</sup> Trail N, West Palm Beach, Florida 33404, and Nancy C. Baker, whose legal mailing address is 7352 44<sup>th</sup> Terrace N, West Palm Beach, Florida 33404, Tenants-In-Common, each with a fifty percent (50%) undivided interest, "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 Grantee, 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:

County's interest in the property described under Tax Certificate Number 2606 in the Escheatment Tax Deed recorded in Official Record Book 25512, Page 1690, public records of Palm Beach County, Florida, being more particularly described as Palm Lake Co-op Inc., Ph III Mobile Home Lot 1269, which bears the address of 7133 43<sup>rd</sup> Trail North, Riviera Beach, Florida 33404.

Property Control Number 00-42-42-25-06-000-1269

**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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY PALM BEACH COUNTY, a political subdivision of the State of Florida

By: \_

Priscilla A. Taylor, Mayor

(OFFICIAL SEAL)

By:

Assistant County Attorney

G:\PREM\IFB\2014\PalmLakeCoopMobileHome\County Deed.002 hf app 6-10-2014.docx