



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	\$5,672	_____	_____	_____	_____
<b>External Revenues</b>	(\$1,150,000)	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	(\$1,144,328)	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

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

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

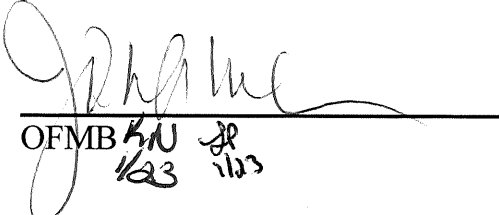
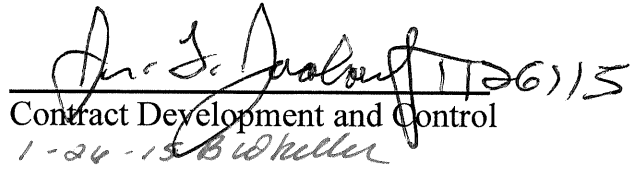
This item will result in \$1,144,328 of unanticipated revenue. The County will incur closing costs in the amount of \$5,672.

Fixed Assets Number: G07281 *a. DiPiero FANCO, OFMB 1/2-1/15 1-20-15*

**C. Departmental Fiscal Review:** \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

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

 OFMB <i>KU JP 1/23 1/23</i>	 Contract Development and Control <i>1-24-15 Bickler</i>
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**B. Legal Sufficiency:**

  
 Assistant County Attorney *1/26/15*

**C. Other Department Review:**

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

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

**Background and Policy Issues Continued:** In light of the physical and legal impediments to development of the property, Staff has historically advocated holding the property until the owners of the adjoining properties pursued development of those properties. In 2008, in response to interest expressed by the adjoining owners, Staff issued a Request for Proposals (RFP) for the sale of this property. Two proposals were received with prices of \$100,000 and \$399,280, but due to a substantial variance between the Property Appraiser's assessed value, the appraised value and the proposed purchase price, the proposals were rejected.

The Village of Wellington proposed a plan to encourage development of the property surrounding the Wellington Regional Medical Center, including this property, into a Medical Arts District. On March 6, 2012, (R2012-0384), the Board approved annexing the property into the Village's municipal boundary. However, the annexation has not taken place as of this date. The County approved a "conditional" Constrained Roadways at Lower Level Service designation (CRALLS) for the Medical Arts District properties. The annexation of the property is one of the requirements for the utilization of the CRALLS designation.

The Village has previously requested that the County donate the property to the Village; however, Staff informed the Village that we do not support a donation of this property. While the Village certainly has an interest in promoting its Medical Arts District concept, Staff believes that ownership of the property is not necessary to accomplish those objectives. Staff included a requirement in the RFP that the property be annexed into the Village and applications for development approvals be submitted to the Village so that the Village will have jurisdiction over land use, zoning and site plan approvals.

The adjoining property owner, Roger Fina, is currently submitting an application for development approvals for his property to the Village of Wellington and wants to purchase the County property and include it into his application. The real estate market has significantly recovered and developers are actively seeking property for development. As such, Staff felt that this was a good time to attempt to sell the property.

Staff posted an ad for the property on Loopnet in December 2013. The RFP was advertised in the Palm Beach Post on December 7, 2014, and December 14, 2014. The evaluation criteria established in the RFP were: 1) Price, 75 points; and 2) Performance (fewest contingencies to closing/greatest ability and likelihood to perform) 25 points. Three proposals were received with Village Professional Park, LLC offering the highest purchase price in the amount of \$1,150,000. All three proposals were submitted without any contingencies to closing. All 3 respondents appear to have the ability to perform. As such, the relevant criteria is price. The proposals were evaluated, and the recommendation of award was handled, by the PREM Director without a selection committee. The recommendation of award was based upon the highest price proposed by Village Professional Park.

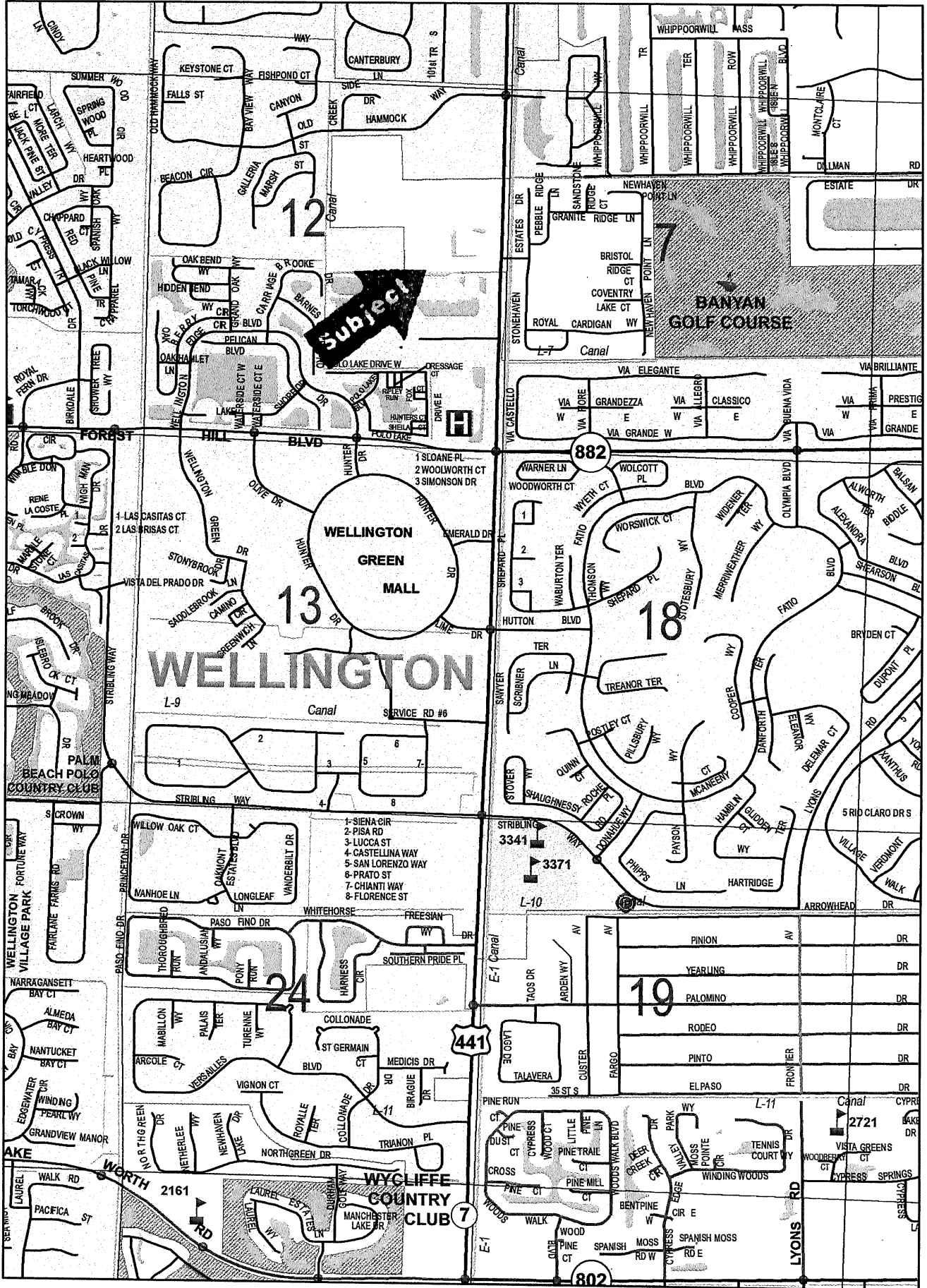
The property is currently assessed by the Property Appraiser's Office at \$918,645. In November 2014, appraisals were obtained which valued the property at \$375,000 and \$380,000 on a standalone basis, and \$925,000 and \$960,000 based upon its value to the adjoining owner. The Appraisals assumed that the property could be rezoned from its current Public Ownership classification to another classification, which is an extraordinary assumption and requires review by the Property Review Committee (PRC). The PRC reviewed the appraisals, recommended that the appraisals be used to establish a range of values for the property and recommended that no minimum bid be established for the RFP. As the highest price proposal submitted exceeded the highest of the appraised values, no further action was required by the PRC.

Under Florida Statutes Section 286.23, a Disclosure of Beneficial Interests is required to be provided with any transaction involving the purchase of property by the County. Such disclosure is not required for transactions involving the sale of property by the County. However, Staff is requesting such disclosures for all transactions with private entities. Village Professional Park, LLC provided the Disclosure attached which identifies Roger Fina as having 100% ownership interest in Village Professional Park.

TWP 44

TWP 44

TWP 44



RNG 41

See pg 87

RNG 42

Page 77

LOCATION MAP



**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:** Village Professional Park, LLC, a Florida limited liability company  
NAME (as you want it to appear on deed)

**ADDRESS:** 10321 West Atlantic Avenue  
Delray Beach, Florida 33446  
20-4034807

(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

(Social Security Numbers are to be provided separately and will be kept confidentially at the PREM 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 One Million One Hundred Fifty Thousand Dollars and 00/100 (\$1,150,000.00) 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: One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00) 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 One Million Thirty-Five Thousand Dollars and 00/100 (\$1,035,000.00) shall be payable at closing by locally drawn cashiers 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 the later of 45 days of the Effective Date of this Agreement, or satisfaction of the Contingencies to Closing, Exhibit "B" attached hereto and made a part hereof (if any), but in no event later than 18 months after 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 "C" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of



any kind whatsoever. Buyer acknowledges that Seller is selling the property without making any representation or warranty regarding access to the Property, the sufficiency of access to the Property for development purposes, or Buyer's ability to obtain access to the Property suitable for development of the Property. 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 except Seller shall pay the cost of the owner's title insurance policy in the amount of the Purchase Price. Buyer and Seller shall each execute closing statements prepared in accordance with the terms hereof.

4. EVIDENCE OF TITLE: 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 that do not render title unmarketable. Buyer agrees that for purposes of this Agreement the limitations regarding access to and from the Property shall not render title unmarketable.

Within fifteen (15) days after the Effective Date of this Agreement, Seller shall deliver to Buyer an owner's title insurance commitment issued by Chicago Title Insurance Company, together with legible copies of all exceptions to coverage reflected therein, agreeing to issue to the Buyer upon the recording of the County Deed to the Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the Buyer to the Property subject to an exception to coverage for the right of access to and from the Property, and subject to all matters of record. The cost of said commitment and policy and any premium therefor shall be borne by Seller.

Buyer shall have ten (10) days after receipt from Seller of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any matter that renders the title unmarketable (unrelated to access), Buyer shall have the right to terminate the Agreement. If Buyer does not terminate the Agreement by the end of the ten (10) day review period, Buyer shall be deemed to have accepted the condition of title to the Property.

5. 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.

6. 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, access 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, access, 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 "D" 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.

7. ANNEXATION OF THE PROPERTY: The Buyer acknowledges that the Property has been identified for future annexation into the Village of Wellington and agrees to consent to the Property being annexed into the municipal boundary of the Village of Wellington. Application for all required development approvals for the Property are to be submitted and processed through the Village of Wellington. The foregoing shall survive closing.

8. 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 "E" (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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

Pursuant to Resolution R-2014-1421, as may be amended, Buyer has either provided a copy of Buyer's non-discrimination policy which is consistent with the policy of Palm Beach





County stated above, or has provided a signed statement affirming Buyer's non-discrimination policy is in conformance with Palm Beach County's policy.

22. 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.

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

24. 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.

25. 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.

26. DISCLAIMER: All documents and information provided by Seller related to RFP 2014-103-MJ, whether said documents and information are written, oral or otherwise, are provided solely as an accommodation and for informational purposes only, and Seller has not made any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. Seller shall have no liability whatsoever and Buyer hereby releases Seller from any and all liability relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

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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:

[Signature]  
(Witness)

KAREN FINA  
(Print name)

[Signature]  
(Witness)

RICKY BUTLER  
(Print name)

Date of Execution by Buyer: Jan. 13, 2015

Village Professional Park, LLC, a Florida limited liability company

By: [Signature]

NAME: Roger Fina

TITLE: It's Manager

("Buyer")

(SEAL)

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: \_\_\_\_\_  
Shelley Vana, Mayor

("Seller")

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Department Director

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a vertical line and a small flourish at the bottom.

**EXHIBIT "B"**

**CONTINGENCIES TO CLOSING  
(if any)**

**NONE**

A handwritten signature in black ink, consisting of a stylized 'A' followed by a vertical line and a small flourish at the bottom.

**EXHIBIT "C"**

**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: \_\_\_\_\_  
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 Dollars (\$10.00) 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:

See Exhibit "A" attached hereto and made a part hereof.

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**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

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

**Exhibit "A"**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

A handwritten signature or set of initials, possibly 'R' or 'A', located in the bottom right corner of the page.

**EXHIBIT "D"**

**"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 \_\_\_\_\_ (\$ \_\_\_\_\_),  
\_\_\_\_\_ acre(s) of surplus land in \_\_\_\_\_ located in  
Section 12, Township 44, Range 41, 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, access 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

G:\PREMSTANDARD DOCUMENTS\AS-IS ACKNOWLEDGMENT(04-2006).DOC



**EXHIBIT "A"**

**PROPERTY**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

EXHIBIT "E"

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

1. Affiant is the MANAGER PRESIDENT (position - i.e. president, partner, trustee) of Village Professional Park (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: 10641 WEST ATLANTIC AVENUE  
DEER BEACH FLORIDA  
33446

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.

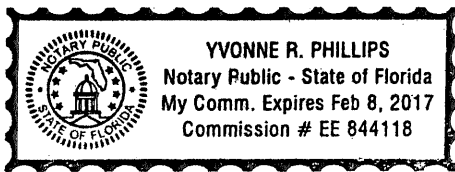
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

[Signature], Affiant  
Print Affiant Name: ROGER FINA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 6th day of January, 2015, by Roger C. Fina [ ] who is personally known to me or [x] who has produced Fla. Id. License as identification and who did take an oath.



[Signature]  
Notary Public  
Yvonne R. Phillips  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 2/8/17

**EXHIBIT "A"**

**PROPERTY**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

**EXHIBIT "B"**

**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.

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>	
<i>ROGER FINA</i>	<i>10641 W. ATL AVE.</i>	<i>DEER BEACH FL 33446</i>	<u><i>100%</i></u>

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

1. Affiant is the MANAGER PRESIDENT (position - i.e. president, partner, trustee) of Village Professional Park (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: 10641 WEST ATLANTIC AVENUE  
DELRAY BEACH FLORIDA  
33446

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.

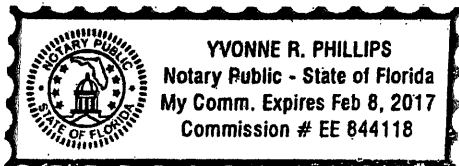
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

[Signature], Affiant  
Print Affiant Name: ROGER FINA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 6th day of January, 2015, by Roger C. Fina [ ] who is personally known to me or [x] who has produced Florida Driver's License as identification and who did take an oath.



[Signature]  
Notary Public  
Yvonne R. Phillips  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 2/8/17

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SCHEDULE TO BENEFICIAL INTERESTS IN (Buyer)

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NAME	ADDRESS	PERCENTAGE OF INTEREST
ROGER FINA	10641 W. ATL AVE DELRAY BCH, 7133446	100%