

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

Meeting Date:	December 15, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve :

A) a Deposit Receipt and Contract For Sale and Purchase with Adonidia, LLC for the sale of a ± 0.33 acre parcel of land located south of Lantana Road and west of 441 in unincorporated Lake Worth for \$10,005; and

B) a County Deed in favor of Adonidia, LLC, with reservation of mineral and petroleum rights, but without rights of entry and exploration pursuant to Florida Statutes Section 125.35(1.c).

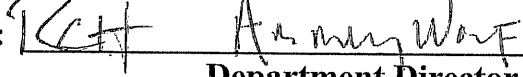
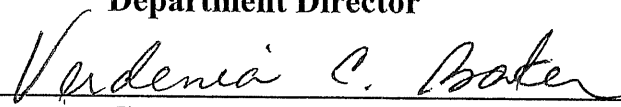
Summary: In May 1973, the County acquired a ± 0.33 acre parcel of vacant land located south of Lantana Road and west of 441 in unincorporated Lake Worth by Tax Deed. The property has been deemed surplus as it serves no County purpose. An Invitation For Bid (IFB) was issued in September 2015 to sell the property. One (1) responsive proposal was received from Adonidia, LLC, in the amount of \$10,005. Staff recommends acceptance of the proposal from Adonidia, LLC. The Property Appraiser has assessed the parcel at \$17,600 for 2015. Adonidia, LLC, will pay all costs of closing and any other costs associated with this sale including past due non-ad valorem assessments, if applicable. The County will retain mineral and petroleum rights in accordance with Florida Statutes Section 270.11, without rights of entry and exploration. Closing is to occur within sixty (60) days of Board approval. **This sale must be approved by a Supermajority Vote (5 Commissioners). (PREM) District 6 (HJF)**

Background and Justification: In May 1973, the County acquired the ± 0.33 acre property by Tax Deed. The property is landlocked without road frontage, has questionable legal access and has insufficient access to be developed to its full potential. On June 28, 2015, Staff issued an IFB for this parcel and two (2) interested parties attended the mandatory pre-bid conference. However, one (1) attendee, Adonidia, LLC, arrived nineteen (19) minutes late to the mandatory pre-bid conference and as a result, was notified they would not be eligible to participate in the IFB process.

Continued on Page 3

Attachments:

1. Location Map
2. Deposit Receipt and Contract For Sale and Purchase with Adonidia, LLC
3. County Deed
4. Disclosure of Beneficial Interests

Recommended By:		11/8/15
	Department Director	Date
Approved By:		11/30/15
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10,005)	-0-	-0-	-0-	-0-
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$10,005)	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

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

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

Fixed Assets Number: G07253
A. Quiroz, FAMO, OFMB
11/16/15
C. Departmental Fiscal Review: [Signature] 11-9-15

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:
[Signature] OFMB 11/15/15
[Signature] Contract Development and Control 11/25/15
Beckel 11-25-15

B. Legal Sufficiency:
[Signature] 11/25/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification Cont'd: Adonidia contacted Staff and stated that they were late because they assumed other parcels would be discussed before this particular parcel and was not aware of PREM's policy allowing for a 10 minute grace period after the scheduled time for a mandatory pre-bid meeting before the attendee is considered late and not eligible to participate further in the IFB process. As this parcel is landlocked with questionable legal access, and since Adonidia, LLC owns adjacent property on three (3) sides of the parcel and the other attendee has no adjacent ownership, Staff determined the most prudent approach to encourage participation in the sale of the property was to re-issue the IFB and hold another mandatory pre-bid conference. Both attendee's were notified of this decision.

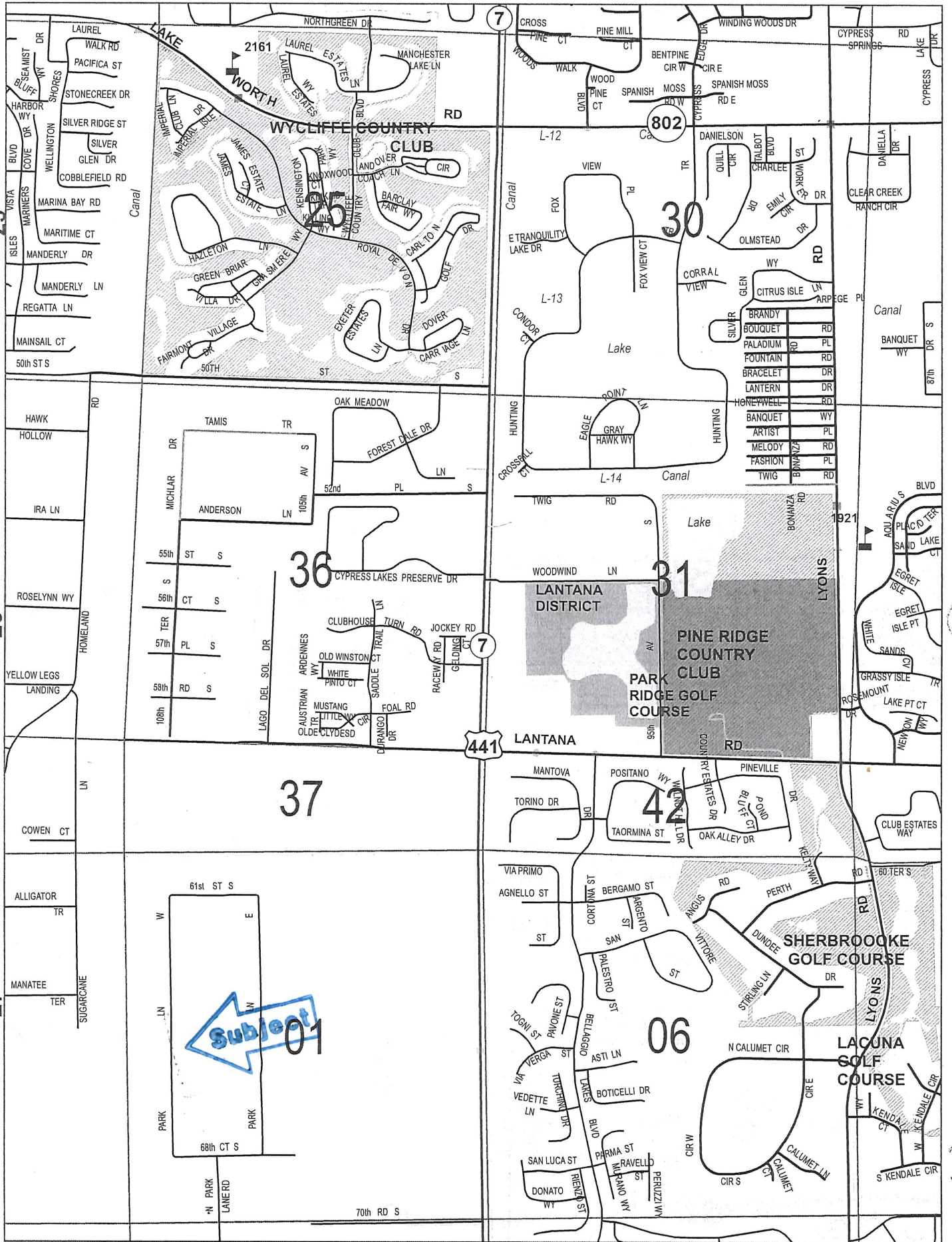
In September 2015, the second IFB, with a minimum bid amount of \$10,000 was advertised on PREM's website, Channel 20 and in the Palm Beach Post on September 13, 2015, and September 20, 2015. On October 21, 2015, one (1) bid was received from Adonidia, LLC, who offered \$10,005. The other party was not required to attend the second mandatory meeting and ultimately did not submit a bid.

The Property Appraiser assessed the property at \$17,600 for 2015. Pursuant to the PREM Ordinance, an appraisal is not required as the property's value is less than \$25,000. Further, as the property's value is less than \$250,000, this transaction does not require review by the Property Review Committee.

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. Adonidia, LLC provided the Disclosure attached which identifies Nancy Cabezas as having 100% ownership interest in Adonidia, LLC.

L

K



T 44

14

T 45

L

K

LOCATION MAP

Attachment No. 1



ATTACHMENT NO. 2
(Deposit Receipt and Contract for Sale & Purchase - 2)
(15 pages each)

**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: Adonidia LLC
NAME (as you want it to appear on deed)

ADDRESS: 6560 Park Lane W
Lake Worth FL 33449
20 256 2577
(F.E.I.N. or SOCIAL SECURITY NO.)

(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 10,005.00
ten thousand five Dollars (\$10,005.00) 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 thousand Dollars
(\$1,000.00) 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 Nine thousand five Dollars
(\$9,005.00) 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 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. CONDITION OF THE PROPERTY:

A. The Buyer acknowledges that Buyer 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.

Buyer further acknowledges that County makes no representation or warranty regarding access to the Property, the sufficiency of access to the Property for development purposes or otherwise, or the Buyer's ability to obtain access to the Property suitable for use of said Property.

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, acreage, 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 Buyer is an individual, Buyer is 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.

Pursuant to Resolution R-2014-1421, as may be amended, Buyer shall be required to submit a copy of Buyer's non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. Should Buyer not have a written non-discrimination policy, a signed statement (attached as Exhibit "E") affirming Buyer's non-discrimination policy is in conformance with Palm Beach County's policy will be required. In the event Buyer is an individual, Buyer is exempt from this provision.

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.

24. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Buyer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

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:


(Witness)

Danny Montero
(Print name)


(Witness)

YAWB NOUDJO
(Print name)

Date of Execution by Buyer:

10/14, 2015

By: Nancy Cabezas

NAME: Nancy Cabezas

TITLE: Mgr

("Buyer")

(SEAL)

OR

(SEAL) (corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Date of Execution by Seller:

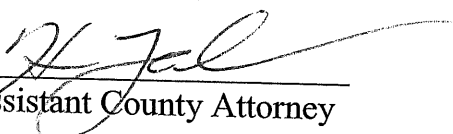
_____, 20____

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

By: _____

("Seller")

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

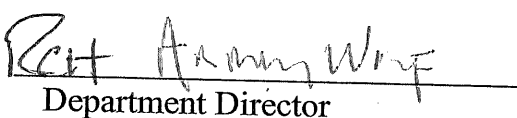
By: 
Department Director

EXHIBIT "A"
TO THE DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

LEGAL DESCRIPTION

THE EAST 100 FEET OF THE WEST 430 FEET OF THE NORTH 145 FEET OF THE SOUTH 2,767 FEET OF THE EAST HALF (E ½) OF THE WEST QUARTER (W ¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 132 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2157, PAGE 1952, 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:
Richard C. Bogatin, Property Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-41-45-01-00-000-7330
Closing Date: _____
Purchase Price: _____

COUNTY DEED

This COUNTY DEED, made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida, 33411-5605, "County", and _____, whose legal mailing address is _____, "_____".

W I T N E S S E T H:

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 _____, his or her heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

THE EAST 100 FEET OF THE WEST 430 FEET OF THE NORTH 145 FEET OF THE SOUTH 2,767 FEET OF THE EAST HALF (E ½) OF THE WEST QUARTER (W ¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 132 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2157, PAGE 1952, 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 (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the above-described real property, and an undivided one-half (½) interest in all of the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

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 "C"
TO THE DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 21 day of October,
20 15 by Adonidia LLC ("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 October 21, 20 15
(Resolution No. R- 2015-108-PCB / RE ISSUE PCB 2015-102) (the "Agreement") whereby Seller
agreed to sell and Buyer agreed to buy for the sum of Ten thousand and
five Dollars (\$ 10,005.00) .33
acre(s) of vacant surplus land south of Lantana Road and west of 441, in unincorporated
Palm Beach County, located in Section 01, Township 45, 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, the

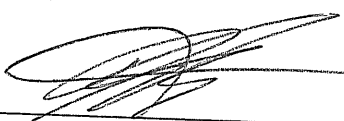
environmental condition of the Property, the physical condition of the Property, its zoning, acreage, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property. Buyer further acknowledges that County makes no representation or warranty regarding access to the Property, the sufficiency of access to the Property for development purposes or otherwise, or the Buyer's ability to obtain access to the Property suitable for use of said 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.

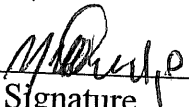
Signed, sealed and delivered
in the presence of:



Witness Signature

Danny Montero

Print Name



Witness Signature

YAKIO WONDJO

Print Name

By: Nancy Cabezas

Buyer

Nancy Cabezas

Print Name

By: _____

Buyer

Print Name

EXHIBIT "A"
TO THE "AS-IS" ACKNOWLEDGMENT

LEGAL DESCRIPTION

THE EAST 100 FEET OF THE WEST 430 FEET OF THE NORTH 145 FEET OF THE SOUTH 2,767 FEET OF THE EAST HALF (E ½) OF THE WEST QUARTER (W ¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 132 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2157, PAGE 1952, 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, Nancy Cabezas, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

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

2. Affiant's address is: 320 S. Ocean Blvd VR
Delray Beach FL 33483

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.

Nancy Cabezas, Affiant
Affiant Signature

Print Affiant Name: Nancy Cabezas

The foregoing instrument was sworn to, subscribed and acknowledged before me this 14 day of October, 2015, by Nancy Cabezas [] who is personally known to me or [✓] who has produced FLDL as identification and who did take an oath.



Danny Montero
Notary Public - State of Florida
My Commission Expires Sept 10, 2016
Commission No. EE 833963

Danny Montero
Notary Public

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 9/10/2016

EXHIBIT "A"
TO THE DISCLOSURE OF BENEFICIAL INTERESTS

PROPERTY

THE EAST 100 FEET OF THE WEST 430 FEET OF THE NORTH 145 FEET OF THE SOUTH 2,767 FEET OF THE EAST HALF (E ½) OF THE WEST QUARTER (W ¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 132 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2157, PAGE 1952, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SCHEDULE TO BENEFICIAL INTERESTS IN

NAME	ADDRESS	PERCENTAGE OF INTEREST
<i>✓</i>		
<i>✓</i>		

DeKay Bch FL 33483

EXHIBIT "E"
**TO THE DEPOSIT RECEIPT AND CONTRACT FOR SALE
AND PURCHASE**

NON-DISCRIMINATION POLICY/STATEMENT

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

☒ Company hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

☐ Company does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy; however, Company affirms that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

☐ Company hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Company affirms that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

Adonidia LLC

Company Name

Nancy Cabezas

Signature

Nancy Cabezas

Name (type or print)

Mgr

Title

10/8/15

Date

ATTACHMENT NO. 3
(1 page)

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

PCN: 00-41-45-01-00-000-7330
Closing Date: _____
Purchase Price: \$10,005.00

COUNTY DEED

THIS COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida, 33411-5605, "County", and ADONIDIA, LLC, whose legal mailing address is 6560 Park Lane W, Lake Worth, FL. 33449, "Grantee".

WITNESSETH:

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

THE EAST 100 FEET OF THE WEST 430 FEET OF THE NORTH 145 FEET OF THE SOUTH 2,767 FEET OF THE EAST HALF (E ½) OF THE WEST QUARTER (W ¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 132 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2157, PAGE 1952, 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 (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the above-described real property, and an undivided one-half (½) interest in all of the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

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

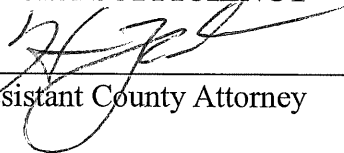
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By:  _____
Assistant County Attorney

ATTACHMENT NO. 4
(3 pages)

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

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

2. Affiant's address is: 370 S. Ocean Blvd VR
Delray Beach FL 33483

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.

Nancy Cabezas, Affiant
Affiant Signature

Print Affiant Name: Nancy Cabezas

The foregoing instrument was sworn to, subscribed and acknowledged before me this 14 day of October, 20 15, by Nancy Cabezas [] who is personally known to me or [✓] who has produced FLDL as identification and who did take an oath.



Danny Montero
Notary Public - State of Florida
My Commission Expires Sept 10, 2016
Commission No. EE 833963

Danny Montero
Notary Public

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 9/10/2016

EXHIBIT "A"
TO THE DISCLOSURE OF BENEFICIAL INTERESTS

PROPERTY

THE EAST 100 FEET OF THE WEST 430 FEET OF THE NORTH 145 FEET OF THE SOUTH 2,767 FEET OF THE EAST HALF (E ½) OF THE WEST QUARTER (W ¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 132 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 2157, PAGE 1952, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**SCHEDULE TO BENEFICIAL
INTERESTS IN**

[illegible]