Agenda Item #: 3H-7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	July 12, 2016	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Developm	ent & Operations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Adopt a Resolution authorizing the conveyance of the County's interest in a 0.09 acre vacant parcel of County-owned land located north of Maine Street and west of Kirk Road in unincorporated Palm Beach County to Mercy and Grace, LLC for \$4,000 with reservation of mineral and petroleum rights, but without rights of entry and exploration pursuant to Florida Statutes Section 270.11;
- **B)** Approve: a Deposit Receipt and Contract for Sale and Purchase with Mercy and Grace, LLC for sale of 0.09 acres of County surplus property; and
- C) Approve: a County Deed in favor of Mercy and Grace, LLC.

Summary: Palm Beach County acquired a 0.25 acre property located north of Maine Street and west of Kirk Road in unincorporated Lake Worth by Final Judgment in 1971. This property is unbuildable, serves no present or future County purpose and has remained on the surplus property list since it was acquired. The Property Appraiser has assessed the parcel at \$270 for 2015. Pursuant to Florida Statutes Section 125.35(2), the Board may effect a private sale of the parcel upon a finding that the value of a parcel is \$15,000 or less and when due to its size, shape, location and value it is of use to only one or more adjacent property owners. In October 2015, PREM was contacted by an adjacent property owner regarding a purchase of a 0.09 acre portion of the county's 0.25 acre property. In accordance with Florida Statutes Section 125.35(2), notice of the County's intent to sell this 0.09 acre portion was sent to adjacent property owners of the entire 0.25 acre County parcel. Three responses of interest were received. On April 14, 2016, Staff provided each with a contract and the opportunity to submit a bid. One bid was received from Mercy and Grace, LLC with a proposed purchase price of \$4,000.00. Staff recommends a finding by the Board that due to the parcel's size, shape, location and value that it is of use to only one or more adjacent property owners, and that the Board sell this parcel to the high bidder Mercy and Grace, LLC. The County will retain mineral rights in accordance with Florida Statutes Section 270.11, but will not retain rights of entry and exploration. This conveyance must be approved by a Supermajority Vote (5 Commissioners). (PREM) <u>District 3</u> (HJF)

Background and Justification: The County acquired title to this property by Final Judgment in April, 1971. The property is a 28 ft x 140 ft strip and is not buildable as a standalone parcel. A ten percent (10%) deposit in the amount of \$400 was received from Mercy and Grace, LLC, together with an executed Deposit Receipt and Contract for Sale and Purchase with a purchase price of \$4,000.

Continued on Page 3

Attachments:

- 1. Location Map
- 2. Resolution
- 3. Deposit Receipt and Contract for Sale and Purchase
- 4. County Deed
- 5. Disclosure of Beneficial Interests

Recommended By:	Anny Way	6/24/16
· ·	Department Director	Date
Approved By:	Waker	- 4/1/16
	County Administrator	Date'

II. FISCAL IMPACT ANALYSIS

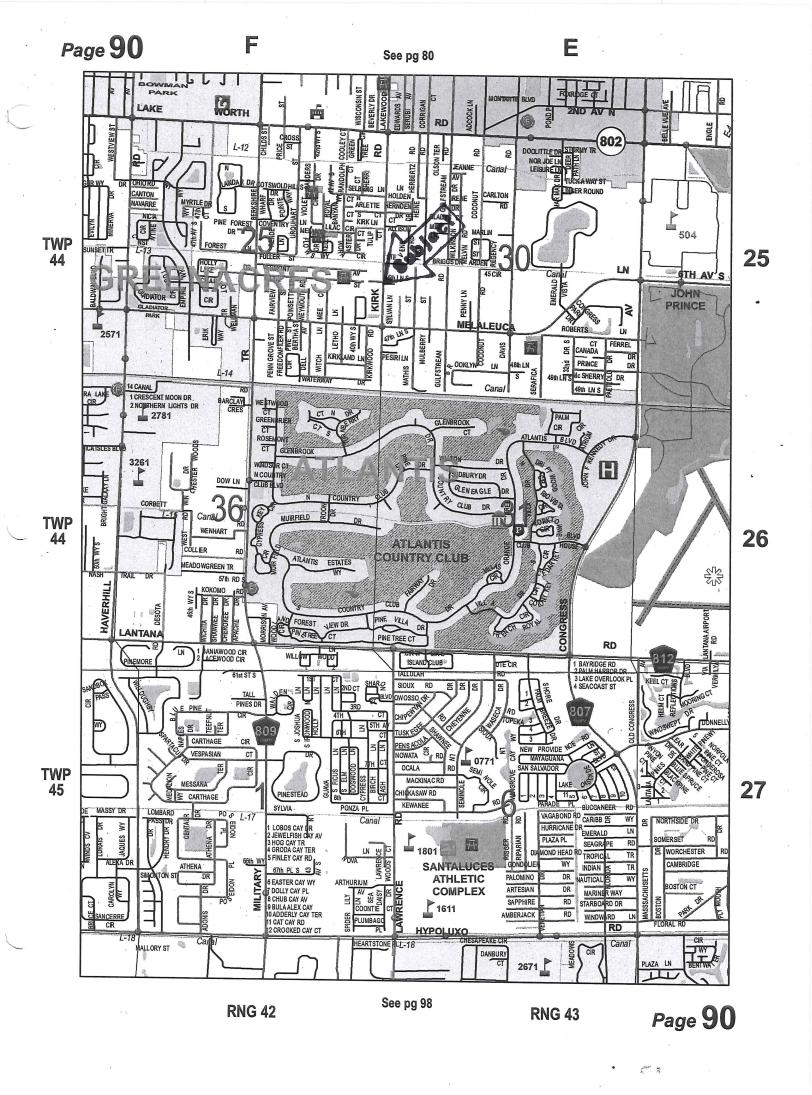
Five Year Summary of Fiscal Impact: A. Fiscal Years 2016 2017 2018 2019 2020 Capital Expenditures **Operating Costs External Revenues (\$4,000.') Program Income (County)** In-Kind Match (County NET FISCAL IMPACT <u>(\$4,000.</u> <u>.</u> # ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget: Yes Budget Account No: Fund Dept <u>410</u> Unit 4240 Object 6422 Program B. Recommended Sources of Funds/Summary of Fiscal Impact: 6.2016 Fixed Asset Number: G07283 C. Departmental Fiscal Review: III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development Comments: A. Contract Development and Contro Legal Sufficiency: В. C. **Other Department Review:** Department Director

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

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Background and Justification Cont'd: Mercy and Grace, LLC will pay documentary stamps and recording costs, and accept the property in "AS IS" condition. Closing is anticipated to occur within thirty (30) days of Board approval. Mercy and Grace LLC currently owns two (2) improved parcels totaling approximately .46 acres abutting the County-owned parcel and is seeking to acquire the County-owned parcel in order to develop them. Under Florida Statutes Section 286.23, a Disclosure of Beneficial Interests 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. Mercy and Grace, LLC provided the Disclosure attached which identifies Frederick Chalker as having 25% ownership interest, Mary Chalker as having 25% interest and Michelle Pace as having 50% interest in Mercy and Grace, LLC.



LOCATION MAP

Attachment 1

RESOLUTION **OF** THE **BOARD OF COUNTY COMMISSIONERS OF PALM** BEACH COUNTY. FLORIDA, **AUTHORIZING** THE **CONVEYANCE** CERTAIN REAL PROPERTY TO MERCY AND GRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); **FOR FOUR THOUSAND** AND NO/100 **DOLLARS** (\$4,000.00), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County owns a surplus parcel of real property containing 0.25 acres located north of Maine Street and west of Kirk Road in unincorporated Lake Worth; and

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

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

WHEREAS, the County sent notice of its intent to sell a portion of such parcel, 0.09 acres, to owners of adjacent property by certified mail and only received notice from Mercy and Grace, LLC of their desire to purchase such property; and

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

WHEREAS, pursuant to Florida Statute Section 270.11, Mercy and Grace, LLC has requested that such property be conveyed without reservation of and release the rights of entry and exploration relating to phosphate, mineral, metals and petroleum rights; and

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

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

Section 1. Recitals

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

Section 2. <u>Authorization to Convey Real Property</u>

The Board of County Commissioners of Palm Beach County shall convey to Mercy and Grace, LLC for Four Thousand and no/100 Dollars (\$4,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase attached hereto as Exhibit "A" and the County Deed attached hereto as Exhibit "B" and incorporated herein by reference, the real property legally described in such Agreement and Deed.

Section 3. <u>Conflict with Federal or State Law or County Charter</u>

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

Enecuye Date	S	ection	4.	Effective Date
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	Heen't Bate	
The prov	risions of this Resolutio	on shall be effective immediately upon adoption hereof.
The fore	going resolution was of	fered by Commissioner who moved
its adoption. Th	e Motion was seconded	by Commissioner, and upon being pu
to a vote, the vot	te was as follows:	
	Commissioner M Commissioner H Commissioner Pa Commissioner St Commissioner St Commissioner M Commissioner Pr	helley Vana teven L. Abrams Ielissa McKinlay
The May	or thereupon declared t	he Resolution duly passed and adopted this day
of	, 2016.	
		PALM BEACH COUNTY, a political subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS SHARON R. BOCK CLERK & COMPTROLLER
		By: Deputy Clerk
APPROVED AS LEGAL SUFFIC	TO FORM AND IENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Assistant C	ounty Attorney	By: Real Ary May Way Department Director

EXHIBIT "A"

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS Seller and th	S AGREEMENT is mad ne Buyer as follows:	le	, by and between the
SELLER:	Palm Beach County, a	political subdivision of the St	ate of Florida.
ADDRESS:	Property and Real Est 2633 Vista Parkway West Palm Beach, FL		
BUYER:	MEREY AND C	to appear on the deed)	
ADDRESS:	104 Rosen Atlantis, F	rout Ct.	
	46-1196	812	
(*Social S	(F.E.I.N. or Security Numbers are to be provide	SOCIAL SECURITY NO.*) led separately and will be kept confidentially	at the PREM office.)
all improveme	condance with this Ap	LL: Seller hereby agrees to se preement all that certain real purtenances, hereinafter referre as follows:	thomosphus des - 41
	SEE ATT	'ACHED EXHIBIT "A".	
•		The purchase price of the Prope	
dollars (10%) of the to	A. <u>Deposit</u> : Buyer of tall purchase price as ea	leposits herewith: Four leposits here lepo	esenting ten percent Palm Beach County.
locally drawn c	Balance: The balanded Collars (\$: ashiers check subject to	ance of the purchase price in the 3,600.00) shall be part to prorations as provided herei	ne amount of syable at closing by in, plus closing costs
TI acknowledges ti	he Buyer is responsible hat this Agreement is no	for arranging any necessary find to contingent on financing.	nancing. The Buyer
details of closing	g:	nent shall be closed and the de of this Agreement. The follo	wing are additional
A: Property & Real Beach, Florida 3 Buyer.		The closing will be held a ivision located at 2633 Vista P to be mutually agreed upon by	
	Y improvements in its	osing, the Seller will deliver to accordance with Exhibit " "AS IS CONDITION", with Seller shall be responsible for	B" conveying the
		Page I of 6	

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: <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 ENCUMBRANCES</u>: The Buyer agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants, and all other easements, restrictions, conditions, limitations, and other matters of record.
- 5. A: CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the Property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use, or the legal ability of Buyer to use the Property for its intended use.

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

- B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 6. <u>BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS</u>: 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 five percent (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 five percent (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. 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 twelve percent (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. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. 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.

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 the requirement to provide a non-discrimination policy or a signed statement..

- 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. 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. <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.
- 24. <u>PUBLIC ENTITY CRIMES</u>: 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 executed in their respective names on the	parties have caused this Agreement to be dates set forth below.
Signed, sealed and delivered in the presence of:	Date of Execution by Buyer:
(Witness)	By: Jonathan Pare
(Print pame)	NAME: Jonathan Pace
Kaston Kuhalaenin	TITLE: Manager
Witness) Kristen Ruhalainen	
(Print name)	("Buyer")
	(SEAL) OR (SEAL) (corporation not for profit)
ATTEST:	Date of Execution by Seller:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	Ву:
Deputy Clerk	By:
	("Seller")
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
Ву:	By:
Assistant County Attorney	By:

G:\PREM\PM\Dispositions\No of Maine West of Kirk\Sale & Purchase Agreement.hf app 4-7-2016.docx

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

LEGAL DESCRIPTION

BEING THE WEST 20.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE WORLD 404.42 FEET OF THE FACT TIME-HALF OF THE ROWINEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE CHARTER OF SECTION 25: 1009SHIP 44 SOUTH: GANGE 42 EAST: FALM BEACH COUNTY. FLORIDA.

CONTRINING BISET SQUARE FEFT, OR OLGSC ACRES, WORF OR LESS.

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

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: <u>00-42-44-25-00-000-5560</u> (a portion of) Closing Date: Purchase Price:

COUNTY DEED

This COUNTY DEED, mad	e, by PALM BEACH
COUNTY , a political subdivision County Commissioners, whose legal	of the State of Florida, by and through its Board of mailing address is 2633 Vista Parkway, West Palm
Beach, Florida 33411-5605, "County whose legal mailing address is	", and, a Florida, "Grantee".
whose legal manning address is	Grance .
\mathbf{W}	ITNESSETH:
(\$10.00) to it in hand paid by Grant	nsideration of the sum of Ten and 00/100 Dollars ee, the receipt whereof is hereby acknowledged, has tee, its successors and assigns forever, the following m Beach County, Florida:
BEING THE WEST 28.00 FEET OF FEET OF THE MONTH 404.42 FEET OME-QUARTER OF THE WORTHEAST OF SECTION 25. TOWNSHIP 44 SEFLURIDA.	THE EAST 198.00 FEET OF THE SOUTH 140.00 OF THE FAST INE-HALF OF THE MORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-GUARTER OF HANGE 42 EAST. PALM BEACH COUNTY.
CONTAINING 3.921 SOMARE FEET.	OH 0.090 ACHES. MORE OR LESS.
land. The aforementioned reservationshall not include, and County herebrights of exploration relating to such IN WITNESS WHEREOF,	Il petroleum that is or may be in, on, or under said of phosphate, mineral, metals and petroleum rights y expressly releases, any and all rights of entry and phosphate, mineral, metals and petroleum rights. County has caused these presents to be executed in mmissioners acting by the Mayor or Vice Mayor of d.
ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
Ву:	By:
Deputy Clerk	Mary Lou Berger, Mayor
APPROVED AS TO FORM	
AND LEGAL SUFFICIENCY	(OFFICIAL SEAL)
Ву:	(OITICHE SEAL)
Assistant County Attorney	

Page 1 of 1

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

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 7th day of Ma	.y
2016 by MERCY And GREACE, 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, 20 (Resolution No. R-
) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,
for the sum of Four-Thousand dollars (\$4,000.00),
approximately 0.09 acres of surplus land in unincorporated Lake Worth located in
Section 25, Township 44, Range 42, Palm Beach County ("Property"), and more
particularly described as follows:

BEING THE WEST ZB.OO FEET OF THE EAST 198.00 FEET OF THE SCUTH 140.00 FEET OF THE RUNIH 404.47 FEET OF THE FAST DIRE-HALF OF THE MORTHBAS! DIRE-OWARTER OF THE ROPTHEAST ONE QUARTER OF THE SOUTHEAST OME CHARTER OF SECTION 25. TOWNSHIP 44 SOUTH. HANGE 42 EAST. FALM BEACH COUNTY. FLORIDA.

CONTAINING 1.97" SQUARE FEET, ON OLOGO ACRES, NORE OR LESS.

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:

- 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 Page 1 of 2

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. 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.

- 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

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

k

BEFORE ME, the undersigned authority, this day personally appeared,
1. Affiant is the Manager (position - i.e. president, partner, trustee) of MERCY Met Grace U (hame 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: 104 Rosemont Ct. Atlantis, Fl 33462
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. Print Affiant's Name:
The foregoing instrument was sworn to, subscribed and acknowledged before me this day of Man 20 0 1 who is personally known to me or [] who has produced as identification and who did take an oath.
KRISTEN PUHALAINEN NOTARY PUBLIC STATE OF FLORIDA Commil FF142859 Expires 7/17/2018 Commission Expires: 1/1/8

EXHIBIT "A"

PROPERTY

METUS THE WEST ZB.CO FEET OF THE SAST 188.00 FEET OF THE SOUTH 140.00 FEET OF THE MORTH 404.00 FEET OF THE MORTH 404.00 THE TOTALL APPEAL OF THE FAST DIRECTOR FOR THE SOUTHLAST ONE GUARTER OF THE LORTHEAST ONE DURING OF SECTION 20. TOWNSHIP 44 SOUTH. RANGE 42 EAST. PALM BEACH COUNTY. TURNIDA.

CONTAINING S.EST SOMARE FEFT, OR O.COG ACRES, MORE OR (ESS.

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.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Frederick (Chalker 137 Turnber Atlantis,	m or 25%
Microdiovitivo esta financia de artistica de la del de de de la companya del companya de la companya de la companya del companya de la companya del la companya de la compa		
Mary Challe	er 137 Turnberry	Dr
r	Atlantis PC	33462 25°90
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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.

Chec	k one:
	() Company hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.
	OR
	(X) Company does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy; however, Company of the conformation policy or one that

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.

MEXICY MIN GINERES, LL Company Name
Sonathan Vace
Signature
Jonathan Pace Name (type or print)
Managar
Title
5.9.16
Date

THIS DOCUMENT IS PROTECTED BY AMICROSPRINT, SIGNATURE LINE AND EQUIDRESCENT, PAPER EIGERSTIT, CONTAINS A WATERMARK AND IS REACTIVE TO GREAT INC. 103209

PirstCity Bank

11760 US Highway 1, Suite 102W, Palm Beach Gardens, FL 33408

05/06/2016

AMOUNT

\$400.00

PAY TO THE ORDER OF

PALM BEACH COUNTY

MERCY AND GRACE LLC

AUTHORIZED FIGNATURE

the replaced or refunded in the event it is lost imisplaced, stolen or destroyed

#OD3209# #OB7016367#

276001010 .500

EXHIBIT "B" 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: <u>00-42-44-25-00-000-5560 (a portion of)</u> Closing Date: Purchase Price: \$4,000.00

COUNTY DEED

THE COUNTY DEED and	1 DAI M DE ACII COUNTEY -
THIS COUNTY DEED, made	, by PALM BEACH COUNTY , a
political subdivision of the State of Florida, by and the	hrough its Board of County Commissioners,
whose legal mailing address is 2633 Vista Parkwa	y, West Palm Beach, Florida 33411-5605,
"County", and MERCY AND GRACE, LLC, a Flo	orida limited liability company, whose legal
mailing address is 104 Rosemont Ct., Atlantis, Florid	
WITNESS	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 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:

BFING THE WEST 20.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH 404.42 FEET OF THE EAST UNL-HALF OF THE NORTHEAST UNE-DUARTER OF THE SOUTHCAST ONE-QUARTER OF SECTION 25. TOWNSHIP 44 SOUTH, HANGE 42 EAST, PALM BEACH COUNTY. FLORIDA.

CONTAINING 3.921 SQUARE FEEL, OR O.090 ACRES, WORE OR LESS.

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:	By: Mary Lou Berger, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By:Assistant County Attorney	(OFFICIAL SEAL)

Attachment 3 2 - Deposit Receipt and Contract for Sale and Purchase (14 pages each)

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS	AGREEMENT is made	by and between the
Seller and th	e Buyer as follows:	_, by and between the
SELLER:	Palm Beach County, a political subdivision of the State	e of Florida.
ADDRESS:	Property and Real Estate Management 2633 Vista Parkway	
BUYER:	West Palm Beach, FL 33411-5605 MENCY AND GRACE, LLC NAME (as you want it to appear on the deed)	No. of the partners
ADDRESS:	104 Rosement Ct. Atlantis, FC 33462	
	46-1196812	And the state of t
(*Social S	46-166812 (F.E.I.N. or SOCIAL SECURITY NO.*) Security Numbers are to be provided separately and will be kept confidentially at	the PREM office.)
all improveme	AGREEMENT TO SELL: Seller hereby agrees to sell coordance with this Agreement all that certain real proents, easements and appurtenances, hereinafter referred particularly described as follows:	
	SEE ATTACHED EXHIBIT "A".	
<u>dollars</u> (10%) of the to	A. <u>Deposit</u> : Buyer deposits herewith: <u>Four - he</u> otal purchase price as earnest money made payable to Pa	enting ten percent
locally drawn of and other association	Balance: The balance of the purchase price in the <u>Accorded Solos (\$ 3,600.00</u>) shall be pay cashiers check, subject to proregions as previous	amount of able at closing by plus closing costs
T acknowledges t	he Buyer is responsible for arranging any necessary fina hat this Agreement is not contingent on financing.	ancing. The Buyer
3. <u>C</u> thirty (30) days details of closin	LOSING: This Agreement shall be closed and the dees of the Effective Date of this Agreement. The follows:	d delivered within ring are additional
A Property & Rea	~	the office of the rkway, West Palm the Seller and the

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 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. 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. <u>REAL ESTATE TAXES</u>, <u>EASEMENTS</u>, <u>RESTRICTIONS AND ENCUMBRANCES</u>: The Buyer agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants, and all other easements, restrictions, conditions, limitations, and other matters of record.
- 5. A: CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the Property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use, or the legal ability of Buyer to use the Property for its intended use.

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

- B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 6. <u>BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS</u>: 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 five percent (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 five percent (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 twelve percent (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. $\underline{\text{TIME OF THE ESSENCE}}$: 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. 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 the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. 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.

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 the requirement to provide a non-discrimination policy or a signed statement..

- 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. 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. <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.
- 24. <u>PUBLIC ENTITY CRIMES</u>: 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:	Date of Execution by Buyer:
Kath laen Lee (Witness)	By: Smathan Pace
Kothleen Lee	NAME: Jonathan Pace
(Printhame) Muster Ruhalauron (Witness)	TITLE: Manager
Kristen Puhalainon	
(Print name)	("Buyer")
	(SEAL) <u>OR</u> (SEAL) (corporation not for profit)
ATTEST:	Date of Execution by Seller:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Mary Lou Berger, Mayor
	("Seller")
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Assistant County Attorney	By: Path My Work Department Director

G:\PREM\PM\Dispositions\No of Maine West of Kirk\Sale & Purchase Agreement.hf app 4-7-2016.docx

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

LEGAL DESCRIPTION

BEING THE WEST 28.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH 404.42 FEET OF THE EAST ONF-HALF OF THE NORTHFAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE COUNTY, FEDRIDA.

CONTAINING 3.921 SQUARE FEEL, OR 0.090 ACRES, WORL OR LESS.

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

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: <u>00-42-44-25-00-000-5560</u> (a portion of) Closing Date: Purchase Price:____

COU	NTY DEED
County Commissioners, whose legal mai	, by PALM BEACH the State of Florida, by and through its Board of ling address is 2633 Vista Parkway, West Palm and, a Florida, "Grantee".
WIT	NESSETH:
(\$10.00) to it in hand paid by Grantee,	deration of the sum of Ten and 00/100 Dollars the receipt whereof is hereby acknowledged, has its successors and assigns forever, the following Beach County, Florida:
BEING THE WEST 28.00 FEET OF THE FEET OF THE MORTH 404.42 FFEL OF CONTROL OF THE MORTHEAST ON OF SECTION 25. LOWNSHIP 44 SOUTH FLORIDA.	E EAST 198.OO FEET OF THE SOUTH 140.DO F THE FAST INE-HALF OF THE MORTHEAST E-DUARTER OF THE SOUTHEAST ONE-OUARTER H. BANGE 42 EAST. PALM BEACH COUNTY.
CONTAINING 3.921 SQUARE FART, O	R O.GSO ACHES. MORE OR LESS.
fourths (¾) interest in, and title in and to phosphate, minerals, and metals that are undivided one-half (½) interest in all p land. The aforementioned reservation of shall not include, and County hereby ex	y, its successors and assigns, an undivided three- o an undivided three-fourths (¾) interest in, all the e or may be in, on, or under the said land and an etroleum that is or may be in, on, or under said f phosphate, mineral, metals and petroleum rights expressly releases, any and all rights of entry and osphate, mineral, metals and petroleum rights.
	unty has caused these presents to be executed in hissioners acting by the Mayor or Vice Mayor of
ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Mary Lou Berger, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Assistant County Attorney	(OFFICIAL SEAL)

Page 1 of 1

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

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 9th day of May	
2016 by Mercy of Grace, LLC ("Buye	
to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Flor	ida
("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 Four thousand dollars (\$4,000.00),
approximately 0.09 acres of surplus land in unincorporated Lake Worth located in
Section 25, Township 44, Range 42, Palm Beach County ("Property"), and more
particularly described as follows:

BEING THE WEST 28.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH 464.42 FEFT OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-GUARTER FLORIDA.

CONTAINING 3.92% SQUARE FEEL, OR 0.090 ACHES, MURE OR LESS.

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

Page 2 of 2

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. 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.

- 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:

Kahleen La	*By: Jonathan Pace
Witness Signature	Buyer O
Print Name	Print Name
Kuster Pahalan	Ву:
Witness Signature	Buyer
Print Name	Print Name

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, Tonathan Pace, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows: 1. Affiant is the <u>Manager</u> (position - i.e. president, partner, trustee) of <u>Mercy and Grace UC</u>(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"). Affiant's address is: 104 Rosemont

Affiant's Pl 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 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. 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.

Print Affiant's Name: Jencolican Race

The foregoing instrument was sworn to, subscribed and acknowledged before me this day of Nace 20 16, by Snaham acknowledged before me personally known to me or [] who has produced as identification and who did take an oath.

KRISTEN PUHALAINEN NOTARY PUBLIC STATE OF FLORIDA Comm# FF142859 Expires 7/17/2018 Notary Public

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires

Page 1 of 1

EXHIBIT "A"

PROPERTY

BEING THE WEST 28.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH 404.42 FEET OF THE EAST UNE-HALF OF THE NORTHEAST UNE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25. TOWNSHIP 44 SOUTH. RANGE 42 EAST. PALM BEACH COUNTY.

CONTAINING 3.92% SOUABE FEET, DR 0.090 ACRES, MORE OR (ESS.

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.

NAME	ADDRESS	PERCENTAGE
Frederick Challes	139 Turnbamy Dr Atlantis, Pl 33462	OF INTEREST 25%
Mary Chalker	137 Turnberry Dr Arlants Fi 33462	25%
Michelle Pace	104 Rosemont Ct.	50%
	Atlantis Pa 33462	- 6 7h

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

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.

() Company hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.
OR
(X) Company does not have a written non-discrimination policy or one the 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-20141421, 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 will conform to Palm Beach County's non-discrimination policy which does not conform to Palm Beach County's non-discrimination policy which does not conform to Palm Beach County's non-discrimination policy which does not conform to Palm Beach County's non-discrimination policy which does not conform to Palm Beach County's non-discrimination policy which does not conform to the policy of Palm Beach County's non-discrimination policy which does not conform to the policy of Palm Beach County, however, Company affirms that it is non-discrimination policy which does not conform to the policy of Palm Beach County, however, which does not conform to the policy of Palm Beach County, however, which is not conform to the policy of Palm Beach County, however, which is not conform to the policy of Palm Beach County, however, which is not conform to the policy of Palm Beach County, however, which is not conform to the policy of Palm Beach County, however, which is not conform to the policy of the palm Beach County, however, which is not conform to the policy of the palm Beach County, however, which is not conform to the palm Beach County, however, which is not conform to the palm Beach County, however, howeve

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.

MERCY MUD GIRACE, LLC Company Name Signature Jonathan Name (type or print)

Check one:

Attachment 4

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: <u>00-42-44-25-00-000-5560 (a portion of)</u> Closing Date: Purchase Price: \$4,000.00

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 MERCY AND GRACE, LLC, a Florida limited liability company, whose legal mailing address is 104 Rosemont Ct., Atlantis, Florida 33462, "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, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

BEING THE WEST 28.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH 404.42 FEET OF THE EAST DNE-HALF OF THE NORTHEAST DNE-DUARTER OF THE SOUTHEAST DNE-QUARTER OF SECTION 25. TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY.

CONTAINING 3.921 SQUARE FEET, OR O.GBO ACRES, MORE OR LESS.

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:	By: Mary Lou Berger, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	•
By: Assistant County Attorney	(OFFICIAL SEAL)

G:\PREM\PM\Dispositions\No of Maine West of Kirk\Deed.hf app 5-24-2016.docx

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, Jonathan Vac., hereinafter refirst duly sworn, under oath, deposes and states a	eferred to as "Affiant", who being by me s follows:	
1. Affiant is the Manager trustee) of Mercy and Grace LLC(name and typ Limited Partnership), (the "Buyer") which entity described on the attached Exhibit "A" (the "Property of the Control of the Contro	(position - i.e. president, partner, e of entity - i.e. ABC Corporation, XYZ is the Buyer of the real property legally erty").	
2. Affiant's address is: 104 Re	250 mont Ct. 23, Pl 33462	
	33462	
3. Attached hereto, and made a part listing of the names and addresses of every person greater beneficial interest in the Buyer and the perentity.	hereof, as Exhibit "B" is a complete or entity having a five percent (5%) or reentage interest of each such person or	
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. Print Affiant's Name: Jonathan Page	, Affiant	
this day of deep deep deep deep deep deep deep dee		
KRISTEN PUHALAINEN NOTARY PUBLIC STATE OF FLORIDA Comm# FF142859 Expires 7/17/2018	Notary Public Pubalainan (Print Notary Name) NOTARY PUBLIC State of Florida at Large My Commission Expires: 1/1/8	

EXHIBIT "A"

PROPERTY

BEING THE WEST 28.00 FEET OF THE EAST 198.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH 464.42 FEET OF THE EAST ONE-HALF OF THE NORTHEAST ONE-OUARTER OF THE SOUTHEAST ONE-OUARTER FEORIDA.

CONTAINING 3.92% SOUARE FEET, OR 0.090 ACRES, MORE OR LESS.

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.

NAME	ADDRESS	PERCENTAGE
Frederick Challes	139 Turnbamy Dr Atlantis, PC 3	OF INTEREST 3412 とろる
Mary Chalker	137 Tumberry Dr Adants Pi	25%
Michelle Pace	104 Rosemont Ca	
	Atlantis R 334	62
	and the same of th	
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A A Mariana de la Caracteria de la Carac		