

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

Meeting Date: July 12, 2016                      ☒ Consent                      ☐ Regular  
   ☐ Ordinance                      ☐ Public Hearing

**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) Adopt** a Resolution authorizing the conveyance of the County's interest in a .10 acre vacant parcel of County-owned land located at the intersection of 47<sup>th</sup> Avenue South and Forest Lane in Lake Worth to 4485 Investment, LLC for \$700 with reservation of mineral and petroleum rights, but without rights of entry and exploration pursuant to Florida Statutes Section 270.11;

**B) Approve** a Contract for Sale and Purchase with 4485 Investment, LLC for the sale of approximately .10 acre of County surplus property; and

**C) Approve** a County Deed in favor of 4485 Investment, LLC.

**Summary:** In 2000, Palm Beach County acquired by Tax Deed a 27'x166' strip of property, located just west of the intersection of 47<sup>th</sup> Avenue South and Forest Lane in Lake Worth. The County has no need for this unbuildable property which has remained on the surplus property list since it was acquired. In September 2015, PREM was contacted by an adjacent property owner regarding purchase of the site. 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. The property is assessed at \$46. Staff contacted all adjacent owners by certified mail to determine if there was any interest to purchase the property. Only one response was received by Caled Hamed, the adjacent owner to the north, who has since placed his property interest in 4485 Investment, LLC. Staff negotiated a sale to 4485 Investment, LLC for \$700. The property is being sold "As-Is" without contingencies. The County will retain mineral and petroleum rights in accordance with Florida Statutes Section 270.11, but will not retain rights of entry and exploration. The County is also reserving a utility and drainage easement across the southern 10' and eastern 25' of the property. Closing is to occur within 30 days of Board approval with the County's closing costs being less than \$50. **This conveyance must be approved by a Supermajority Vote (5 Commissioners). (PREM) District 2 (HJF)**

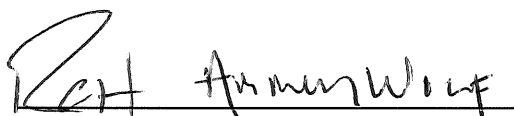
**Background and Justification:** In 2000, the County received a Tax Deed for this property which was legally described as a 40'x166' parcel. Pursuant to Florida Statutes Section 125.35, PREM sent a certified mailing out to all adjacent property owners on October 28, 2015, requesting adjacent owners to respond whether they were interested in purchasing the property. On November 19, 2015, PREM

Continued on Page 3

**Attachments:**

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

**Recommended By:**

  
Department Director

6/17/16  
Date

**Approved By:**

  
County Administrator

7/8/16  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	35				
External Revenues	(700)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(665)				
# 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 Asset Number:** M09661

C. Departmental Fiscal Review: \_\_\_\_\_

### III. REVIEW COMMENTS

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

OFMB Ex 6/28 4A 6/29

Lewin Jacobowitz  
Contract Development and Control  
7/6/16 TH Sol

### B. Legal Sufficiency:

 7/7/16  
Assistant County Attorney

### C. Other Department Review:

Department Director

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

**Background and Policy Issues (Continued from Page 1):** received one response from Caled Hamed who subsequently placed his property interest in 4485 Investment, LLC. Prior to requesting bids for the property, Staff obtained a title report indicating that the County did not actually own all 40' of the surplus parcel. In fact, the south 13' is owned by the Lake Worth Drainage District pursuant to Deed Book 67, page 537, leaving only the north 27' available to sell. Additionally, the title report indicated that in 1957 the property was dedicated as public road right of way with a reverter clause that if the property was abandoned or discontinued as public road right of way, the property would revert to the original owner. 4485 Investment, LLC is aware of this public dedication and will take responsibility for any necessary action following purchase of the property. 4485 Investment, LLC has agreed to provide the County with an easement over a portion of the property for water utility and drainage purposes. Staff will notify the Property Appraiser's Office to update their records to reflect that LWDD owns the south 13' of the property legally described in the Tax Deed. 4485 Investment, LLC has paid for the survey and title work for the property. The County will pay the doc stamps and the costs associated with recording the County Deed and the Utility and Drainage Easement, all at an expense of less than \$50. 4485 Investment, LLC provided the attached Disclosure which identifies Caled Hamed as having 20% ownership interest, Luban Quiceno as having 40% ownership interest and Hugo Arango as having 40% owner interest in 4485 Investment, LLC.



TWP 44

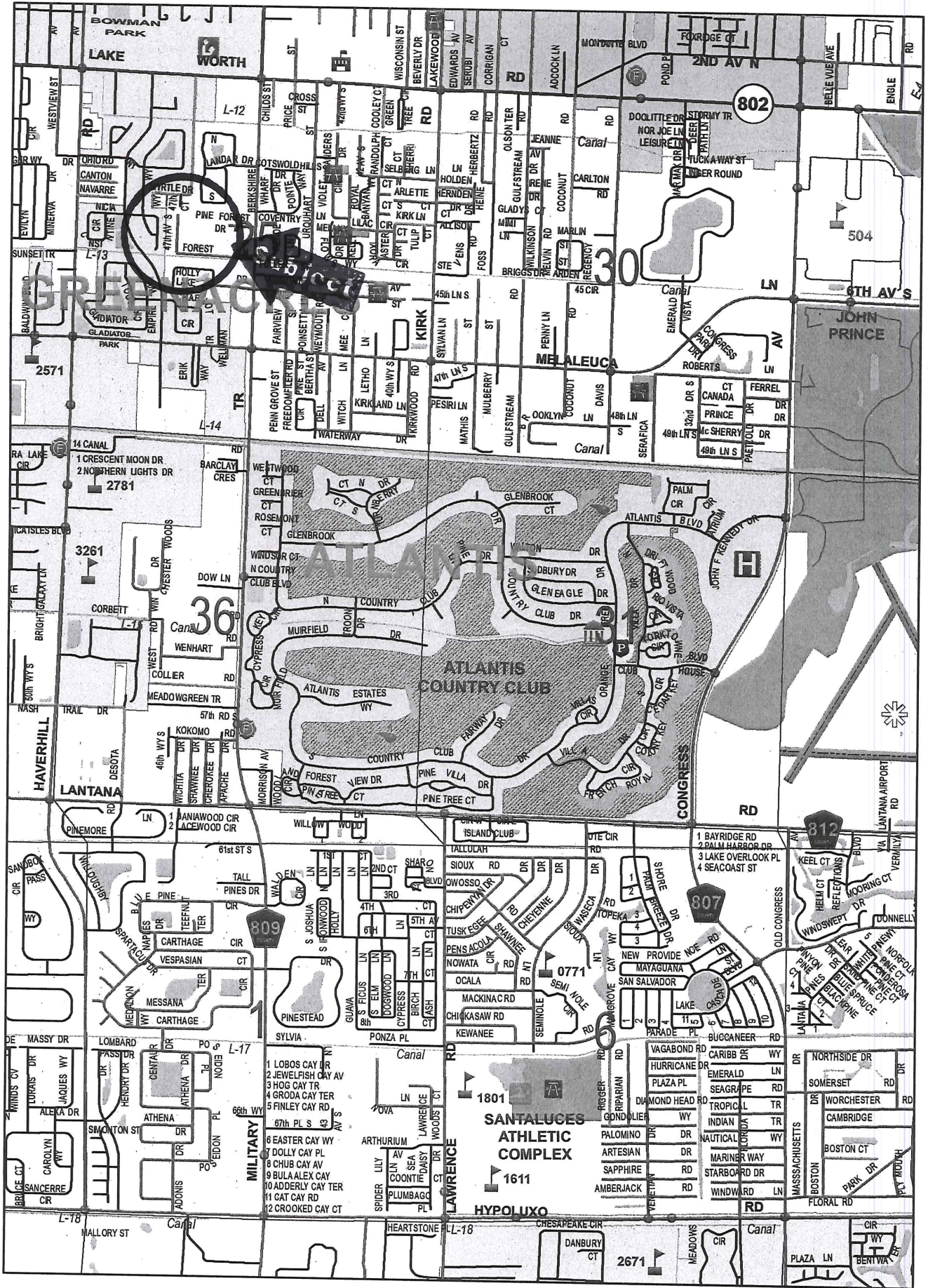
TWP 44

TWP 45

25

26

27



RNG 42

See pg 98

RNG 43

Page 90

LOCATION MAP

Attachment 1  
p9181



Attachment 2  
Resolution  
(22 pages)

**RESOLUTION NO. 2016-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO 4485 INVESTMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00), 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 approximately 0.10 acres located at the intersection of 47<sup>th</sup> Avenue South and Forest Lane in Lake Worth; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the value of such property is Forty-Six and No/100 Dollars (\$46.00) as determined by the Palm Beach County Property Appraiser; and

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

**WHEREAS**, the County sent notice of its intent to sell such parcel to owners of adjacent property by certified mail and only received notice from Caled Hamed of his desire to purchase such property and who has placed his property interest in 4485 Investment, LLC; and

**WHEREAS**, the Board desires to affect a private sale of such property to 4485 Investment, LLC pursuant to Florida Statute Section 125.35(2); and

**WHEREAS**, pursuant to Florida Statute Section 270.11, 4485 Investment, 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 and reserving a perpetual easement for County utilities and drainage across the southern 10 feet and eastern 25 feet of said land.

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

**Section 1.   Recitals**

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

**Section 2.   Authorization to Convey Real Property**

The Board of County Commissioners of Palm Beach County shall convey to 4485 Investment, LLC, for Seven Hundred And no/100 Dollars (\$700.00) pursuant to the 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.   Conflict with Federal or State Law or County Charter**

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

**Section 4.   Effective Date**

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

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

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

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



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

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Department Director

**EXHIBIT “A”**

**CONTRACT FOR SALE AND PURCHASE**

## 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: 4485 Investment, LLC  
NAME (as you want it to appear on deed)

ADDRESS: 8401 Lake Worth Road, Suite 208  
Lake Worth, FL 33467

None

(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 Seven Hundred Dollars and no/100 (\$700.00) and shall be paid in the form of a locally drawn cashier's check payable to Palm Beach County at closing.

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, except that Seller shall pay the doc stamps and the costs to record the Deed and any easements associated with closing this sale.



4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: 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. Buyer further acknowledges that the Property is a dedicated road right-of-way as recorded in Official Record Book 93, Page 160. Said right-of-way contains a reverter clause such that should said road ever be discontinued or abandoned as public right-of-way the same shall revert to the Grantors, heirs, representatives or assigns. Buyer, at its sole cost and expense, will be responsible for seeking government approvals for the abandonment of said right-of-way and any legal recourse Buyer deems necessary concerning the reverter clause.

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

B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

6. BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Buyer. Buyer warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event Buyer is an individual, Buyer is exempt from this provision.

7. EASEMENT: At Closing, Buyer shall grant Seller, at no charge to Seller, a perpetual easement across the southern 10 feet and eastern 25 feet of the Property in the form attached hereto as Exhibit "F".

8. 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.

9. DEFAULT:

9.1 Default by Buyer. In the event Buyer fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to (1) terminate this Agreement by written notice to Buyer, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Buyer a reasonable period of time within which to cure such default during which time Buyer shall utilize Buyer's best efforts to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event Seller elects option number two (2) set forth hereinabove and Buyer fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages. In any 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.

9.2 Default by Seller. In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Buyer shall have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event Buyer elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, Buyer shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Buyer elects option number three (3) and Buyer is unable to obtain specific performance of this Agreement for any reason, Buyer shall have the right to terminate this Agreement and pursue damages. In any 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

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



21. 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.

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

23. 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.

24. 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.

25. 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:

Date of Execution by Buyer:

JUNE 02, 2016

4485 Investment, LLC, a Florida limited  
liability company

By: [Signature]

NAME: Caled Hamed

TITLE: MANAGER member

("Buyer")

(SEAL)

[Signature]  
(Witness)

DIANNE CAHILL  
(Print name)

[Signature]  
(Witness)

PETER BANTING

(Print name)

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: \_\_\_\_\_  
Mary Lou Berger, Mayor

("Seller")

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

G:\PREM\Dev\Open Projects\Disposition - 47th Ave S\SP Agreement.hf app 5-23-2016.docx

**EXHIBIT "A"**  
**to the CONTRACT FOR SALE AND PURCHASE**

**LEGAL DESCRIPTION**

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



**EXHIBIT "B"**  
**to the CONTRACT FOR SALE AND PURCHASE**

PREPARED BY AND RETURN TO:  
PETER BANTING, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-44-25-00-000-3390  
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 **4485 INVESTMENT, LLC**, a Florida limited liability company, whose legal mailing address is 8401 Lake Worth Road, Suite 208, Lake Worth, FL 33467 "Grantee".

**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 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:

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

And, reserving, unto County, its successors and assigns, for County use, a perpetual utility and drainage easement across the southern 10 feet and eastern 25 feet of said land for appurtenant facilities and equipment in, on, over, under and across the easement areas. Grantee acknowledges, by acceptance of this deed, that Grantee is prohibited from installing trees, landscaping, buildings, fencing, or improvements within the easement area unless otherwise approved in writing by the Palm Beach County Water Utilities Department and Palm Beach County Roadway Production Division. Additionally, Grantee acknowledges that the Grantee shall be responsible for properly maintaining the grass within the easement areas.

**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: \_\_\_\_\_  
Mary Lou Berger, Mayor

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

(OFFICIAL SEAL)

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

**EXHIBIT "C"**  
**to the CONTRACT FOR SALE AND PURCHASE**

**AS-IS ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by 4485 INVESTMENT, LLC, ("Buyer") to PALM BEACH COUNTY,  
FLORIDA, a political subdivision of the State of Florida ("Seller").

**W I T N E S S E T H:**

**WHEREAS**, Buyer and Seller have entered into that certain 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  
\_\_\_\_\_, (\$ \_\_\_\_\_), 0.10 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:

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST  
1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25,  
TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA  
LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT  
PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA.

**WHEREAS**, the Agreement states that Buyer shall purchase the Property and any  
improvements in an "AS IS CONDITION", without warranties and/or representations  
and shall acknowledge the foregoing at the closing of the transaction.

**NOW THEREFORE**, in consideration of the conveyance of the Property, Buyer  
hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby  
accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the  
Seller has made no warranties or representations of any nature whatsoever regarding the  
Property including, without limitation, any relating to its value, Seller's title to the  
Property, the environmental condition of the Property, the physical condition of the

Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer’s intended use of the Property.

3        Buyer further acknowledges that the Property is a dedicated road right-of-way as recorded in Official Record Book 93, Page 160. Said right-of-way contains a reverter clause such that should said road ever be discontinued or abandoned as public right-of-way the same shall revert to the Grantors, heirs, representatives or assigns. Buyer, at its sole cost and expense, will be responsible for seeking government approvals for the abandonment of said right-of-way and any legal recourse Buyer deems necessary concerning the reverter clause.

4.        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.

5.        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:

_____	By: _____
Witness Signature	Buyer
_____	_____
Print Name	Print Name
_____	By: _____
Witness Signature	Buyer
_____	_____
Print Name	Print Name

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

1. Affiant is the Managing Member (position - i.e. president, partner, trustee) of 4485 Investments (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 8401 Lake Worth Rd, Lake Worth, FL 33467

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity.

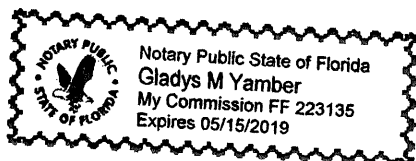
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: CALED HAMED

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3 day of June, 20 16, by CALED A. HAMED [ ] who is personally known to me or [ X ] who has produced FLOL as identification and who did take an oath.



[Signature]  
Notary Public  
Gladys M. Yamber  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 5/15/2019

**EXHIBIT "A"**

**PROPERTY**

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL  
INTERESTS IN Buyer

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

NAME

ADDRESS

PERCENTAGE  
OF INTEREST

CAled Hameed	10220 Cypress Lakes Preserve L.W FL 33465	20%
Lubay Quicepo	3933 W Hamilton Ky WPB FL 33411	40%
Hugo Nragu	3933 W Hamilton Ky WPB FL 33411	40%

**EXHIBIT "E"**  
**to the CONTRACT FOR SALE AND PURCHASE**

**NON-DISCRIMINATION POLICY**

Pursuant to Palm Beach County 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 for 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 companies doing business with Palm Beach County are required to submit a copy of its 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 a company does not have a written non-discrimination policy, such company shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

☒ Company hereby acknowledges that it does not have a written non-discrimination policy; however, Company hereby affirms by signing below that its non-discrimination policy is in conformance with the above.

**OR**

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

NOTE: Company shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**COMPANY:**

4485 Investment LLC  
Company Name

[Signature]  
Signature

Ened Ifamed  
Name (type or print)

MANAGE member  
Title



**EXHIBIT "F"**  
**UTILITY AND DRAINAGE EASEMENT**

Prepared by and Return to:  
Peter Banting, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 00-42-44-25-00-000-3390 and 00-42-44-25-00-000-3500

**UTILITY AND DRAINAGE EASEMENT**

**THIS UTILITY AND DRAINAGE EASEMENT** is made, granted and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **4485 INVESTMENT, LLC**, a Florida limited liability company, (hereinafter referred to as "Grantor"), whose address is 8401 Lake Worth Road, Suite 208, Lake Worth, FL 33467, to **PALM BEACH COUNTY, FLORIDA**, c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097 (hereinafter referred to as "Grantee").

**W I T N E S S E T H**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility and drainage easement which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect drainage lines and facilities, and potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

**THE SOUTH 10 FEET AND THE EAST 25 FEET OF THE FOLLOWING DESCRIBED PARCEL:**

**THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE NORTH 549.15 FEET THEREOF AND LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**4485 INVESTMENT, LLC**, a  
Florida limited liability company

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Caled Hamed, Manager Member

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**NOTARY CERTIFICATE**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of 4485 INVESTMENT, LLC, a Florida limited liability company, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

Commission Expires: \_\_\_\_\_

**EXHIBIT “B”**

**COUNTY DEED**

PREPARED BY AND RETURN TO:  
PETER BANTING, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-44-25-00-000-3390

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 **4485 INVESTMENT, LLC**, a Florida limited liability company, whose legal mailing address is 8401 Lake Worth Road, Suite 208, Lake Worth, FL 33467 "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:

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

And, reserving, unto County, its successors and assigns, for County use, a perpetual utility and drainage easement across the southern 10 feet and eastern 25 feet of said land for appurtenant facilities and equipment in, on, over, under and across the easement areas. Grantee acknowledges, by acceptance of this deed, that Grantee is prohibited from installing trees, landscaping, buildings, fencing, or improvements within the easement area unless otherwise approved in writing by the Palm Beach County Water Utilities Department and Palm Beach County Roadway Production Division. Additionally, Grantee acknowledges that the Grantee shall be responsible for properly maintaining the grass within the easement areas.

**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: \_\_\_\_\_  
Mary Lou Berger, Mayor

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

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

(OFFICIAL SEAL)

Attachment 3.  
Contract for Sale and Purchase (2)  
16 pages each

## 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: 4485 Investment, LLC  
NAME (as you want it to appear on deed)

ADDRESS: 8401 Lake Worth Road, Suite 208  
Lake Worth, FL 33467

None

(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 Seven Hundred Dollars and no/100 (\$700.00) and shall be paid in the form of a locally drawn cashier's check payable to Palm Beach County at closing.

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, except that Seller shall pay the doc stamps and the costs to record the Deed and any easements associated with closing this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: 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. Buyer further acknowledges that the Property is a dedicated road right-of-way as recorded in Official Record Book 93, Page 160. Said right-of-way contains a reverter clause such that should said road ever be discontinued or abandoned as public right-of-way the same shall revert to the Grantors, heirs, representatives or assigns. Buyer, at its sole cost and expense, will be responsible for seeking government approvals for the abandonment of said right-of-way and any legal recourse Buyer deems necessary concerning the reverter clause.

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

B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

6. BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Buyer. Buyer warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event Buyer is an individual, Buyer is exempt from this provision.

7. EASEMENT: At Closing, Buyer shall grant Seller, at no charge to Seller, a perpetual easement across the southern 10 feet and eastern 25 feet of the Property in the form attached hereto as Exhibit "F".



8. 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.

9. DEFAULT:

9.1 Default by Buyer. In the event Buyer fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to (1) terminate this Agreement by written notice to Buyer, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Buyer a reasonable period of time within which to cure such default during which time Buyer shall utilize Buyer's best efforts to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event Seller elects option number two (2) set forth hereinabove and Buyer fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages. In any 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.

9.2 Default by Seller. In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Buyer shall have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event Buyer elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, Buyer shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Buyer elects option number three (3) and Buyer is unable to obtain specific performance of this Agreement for any reason, Buyer shall have the right to terminate this Agreement and pursue damages. In any 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

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

23. 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.

24. 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.

25. 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:

[Signature]  
(Witness)

Rayonne Vargas  
(Print name)

[Signature]  
(Witness)

PETER BANTING  
(Print name)

Date of Execution by Buyer:

June 2, 2016

4485 Investment, LLC, a Florida limited liability company

By: [Signature]

NAME: Calet Hamed

TITLE: Manager Member

("Buyer")

(SEAL)

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

Date of Execution by Seller:

\_\_\_\_\_, 20\_\_\_\_

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

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

("Seller")

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

G:\PREM\Dev\Open Projects\Disposition - 47th Ave S\SP Agreement.hf app 5-23-2016.docx

**EXHIBIT "A"**  
**to the CONTRACT FOR SALE AND PURCHASE**

**LEGAL DESCRIPTION**

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**EXHIBIT "B"**  
**to the CONTRACT FOR SALE AND PURCHASE**

PREPARED BY AND RETURN TO:  
PETER BANTING, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-44-25-00-000-3390  
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 **4485 INVESTMENT, LLC**, a Florida limited liability company, whose legal mailing address is 8401 Lake Worth Road, Suite 208, Lake Worth, FL 33467 "Grantee".

**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 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:

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (½) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

And, reserving, unto County, its successors and assigns, for County use, a perpetual utility and drainage easement across the southern 10 feet and eastern 25 feet of said land for appurtenant facilities and equipment in, on, over, under and across the easement areas. Grantee acknowledges, by acceptance of this deed, that Grantee is prohibited from installing trees, landscaping, buildings, fencing, or improvements within the easement area unless otherwise approved in writing by the Palm Beach County Water Utilities Department and Palm Beach County Roadway Production Division. Additionally, Grantee acknowledges that the Grantee shall be responsible for properly maintaining the grass within the easement areas.

**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: \_\_\_\_\_  
Mary Lou Berger, Mayor

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

(OFFICIAL SEAL)

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

**EXHIBIT "C"**  
**to the CONTRACT FOR SALE AND PURCHASE**

**AS-IS ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by 4485 INVESTMENT, LLC, ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

**W I T N E S S E T H:**

**WHEREAS**, Buyer and Seller have entered into that certain 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 \_\_\_\_\_ (\$ \_\_\_\_\_), 0.10 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:

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**WHEREAS**, the Agreement states that Buyer shall purchase the Property and any improvements in an "AS IS CONDITION", without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

**NOW THEREFORE**, in consideration of the conveyance of the Property, Buyer hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the

Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer’s intended use of the Property.

3        Buyer further acknowledges that the Property is a dedicated road right-of-way as recorded in Official Record Book 93, Page 160. Said right-of-way contains a reverter clause such that should said road ever be discontinued or abandoned as public right-of-way the same shall revert to the Grantors, heirs, representatives or assigns. Buyer, at its sole cost and expense, will be responsible for seeking government approvals for the abandonment of said right-of-way and any legal recourse Buyer deems necessary concerning the reverter clause.

4.        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.

5.        This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

**IN WITNESS WHEREOF**, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Buyer

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Buyer

\_\_\_\_\_  
Print Name



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

1. Affiant is the Managing Member (position - i.e. president, partner, trustee) of 4485 Investments LLC 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: 8401 Lake Worth Rd, Lake Worth, FL 33467

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity.

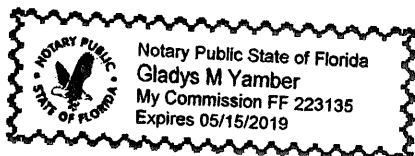
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: caled Hamed

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3 day of June, 20 16, by CALED A. HAMED [ ] who is personally known to me or [ ] who has produced FLOL as identification and who did take an oath.



[Signature]  
Notary Public  
Gladys M. Yamber  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 5/15/2019



# 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

CAled Hameed 10220 Cypress Lakes preserve L.W FL 33465 20%

LUBAN Quiceno 3933 W Hamilton Ky WPB FL 33411 40%

HUGO NRAMGU 3933 W Hamilton Ky WPB FL 33411 40%

**EXHIBIT "E"**  
**to the CONTRACT FOR SALE AND PURCHASE**

**NON-DISCRIMINATION POLICY**

Pursuant to Palm Beach County 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 for 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 companies doing business with Palm Beach County are required to submit a copy of its 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 a company does not have a written non-discrimination policy, such company shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

☒ Company hereby acknowledges that it does not have a written non-discrimination policy; however, Company hereby affirms by signing below that its non-discrimination policy is in conformance with the above.

**OR**

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

NOTE: Company shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**COMPANY:**

4485 Investment LLC  
Company Name

[Signature]  
Signature

Ened Ifamed  
Name (type or print)

manage member  
Title

**EXHIBIT "F"**  
**UTILITY AND DRAINAGE EASEMENT**

Prepared by and Return to:  
Peter Banting, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 00-42-44-25-00-000-3390 and 00-42-44-25-00-000-3500

**UTILITY AND DRAINAGE EASEMENT**

**THIS UTILITY AND DRAINAGE EASEMENT** is made, granted and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **4485 INVESTMENT, LLC**, a Florida limited liability company, (hereinafter referred to as "Grantor"), whose address is 8401 Lake Worth Road, Suite 208, Lake Worth, FL 33467, to **PALM BEACH COUNTY, FLORIDA**, c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097 (hereinafter referred to as "Grantee").

**W I T N E S S E T H**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility and drainage easement which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect drainage lines and facilities, and potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

**THE SOUTH 10 FEET AND THE EAST 25 FEET OF THE  
FOLLOWING DESCRIBED PARCEL:**

**THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST  
1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN  
SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST,  
PALM BEACH COUNTY, FLORIDA, LESS THE NORTH  
549.15 FEET THEREOF AND LESS THE SOUTH 13 FEET,  
OWNED BY LAKE WORTH DRAINAGE DISTRICT PER  
DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA.**

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**  
  
**4485 INVESTMENT, LLC**, a  
Florida limited liability company

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Caled Hamed, Manager Member

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**NOTARY CERTIFICATE**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of 4485 INVESTMENT, LLC, a Florida limited liability company, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

Commission Expires: \_\_\_\_\_

Attachment 4  
County Deed  
(1 page)

PREPARED BY AND RETURN TO:  
PETER BANTING, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-44-25-00-000-3390

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 **4485 INVESTMENT, LLC**, a Florida limited liability company, whose legal mailing address is 8401 Lake Worth Road, Suite 208, Lake Worth, FL 33467 "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:

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

And, reserving, unto County, its successors and assigns, for County use, a perpetual utility and drainage easement across the southern 10 feet and eastern 25 feet of said land for appurtenant facilities and equipment in, on, over, under and across the easement areas. Grantee acknowledges, by acceptance of this deed, that Grantee is prohibited from installing trees, landscaping, buildings, fencing, or improvements within the easement area unless otherwise approved in writing by the Palm Beach County Water Utilities Department and Palm Beach County Roadway Production Division. Additionally, Grantee acknowledges that the Grantee shall be responsible for properly maintaining the grass within the easement areas.

**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: \_\_\_\_\_  
Mary Lou Berger, Mayor

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

By:   
Assistant County Attorney

(OFFICIAL SEAL)



Attachment 5  
Disclosure of Beneficial Interest  
(3 pages)

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

1. Affiant is the Managing Member (position - i.e. president, partner, trustee) of 4485 Investments LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 8401 Lake Worth Rd, Lake Worth, FL 33467

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity.

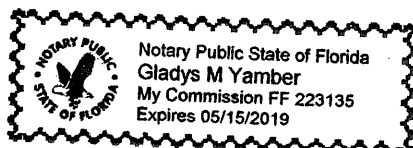
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: CALED HAMED

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3 day of June, 20 16, by CALED A. HAMED [ ] who is personally known to me or [ X ] who has produced FLDL as identification and who did take an oath.



[Signature]  
Notary Public  
Gladys M. Yamber  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 5/15/2019

**EXHIBIT “A”**

**PROPERTY**

THE SOUTH 40 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE SOUTH 13 FEET, OWNED BY LAKE WORTH DRAINAGE DISTRICT PER DEED RECORDED IN DEED BOOK 67, PAGE 537, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

## EXHIBIT "B"

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

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

NAME \_\_\_\_\_

## ADDRESS

## PERCENTAGE OF INTEREST

OF INTEREST

Calcd Hameed 10220 Cypress Lakes preserve L.W FL 33465 20%

LUBAN Quiceno 3933 W Hamilton Ky WPB R33411 40 %

HUGO KRANGU 3933 W Hamilton Ky WPB FL 33140 Y.