

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

Meeting Date:	November 22, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution authorizing the conveyance of the County's interest in a 0.07 acre vacant parcel of County-owned land located at 4375 Carver Street located east of Military Trail and south of 10th Avenue North in unincorporated Lake Worth to Southwind Homes, LLC for \$10,600 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 agreement with Southwind Homes, LLC for the sale of 0.07 acres of County surplus property; and

C) approve a County Deed in favor of Southwind Homes, LLC.



Summary: Palm Beach County acquired a 0.07 acre parcel located at 4375 Carver Street, east of Military Trail and south of 10th Avenue North in unincorporated Lake Worth, by Tax Deed in March 2000. 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 \$5,026 for 2016. 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 (1) or more adjacent property owners. In November 2015, PREM was contacted by two (2) adjacent property owners expressing an interest in the parcel. In accordance with Florida Statutes Section 125.35(2), notice of the County's intent to sell this parcel was sent to all adjacent property owners of the County parcel. Three (3) responses of interest were received. On August 18, 2016, Staff provided each party notice and afforded them the opportunity to submit a bid. One (1) bid was received from Southwind Homes, LLC in the amount of \$10,600. Staff recommends a finding by the Board that due to the parcel's size, shape, location, and value it is of use to only one (1) or more adjacent property owners, and that the Board sell this parcel to the sole bidder, Southwind Homes, LLC. Southwind Homes, LLC will pay documentary stamps and recording costs, and will accept the property in "AS IS" condition. The County will retain mineral rights in accordance with Florida Statutes Section 270.11, but will not retain rights of entry and exploration. Closing is anticipated to occur within thirty (30) days of Board approval. **This conveyance must be approved by a Supermajority Vote (5 Commissioners). (PREM) District 3 (HJF)**

Background and Justification: In March 2000, the County acquired title to this property by Tax Deed. On September 29, 2016, a bid was received from Southwind Homes, LLC, who offered \$10,600 and posted a ten percent (10%) deposit in the amount of \$1,060.

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:		10/28/16
	Department Director	Date
Approved By:		11/10/16
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10,600.00)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$10,600.00)	=====	=====	=====	=====
# 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: M09506 *b.d. breis FAMO, OFMB 11/11/16*

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/3/16
 OFMB *11/2* *11/3*

[Signature] 11/8/16
 Contract Development and Control *11/8/16 Tr*

B. Legal Sufficiency:

[Signature] 11/14/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification Cont'd: Upon PREM's review, discrepancies were found in that the Deposit Receipt and Contract for Sale and Purchase agreement contained a mathematical error of \$200.00 in subtracting the deposit from the purchase price and Southwind Homes only submitted one (1) signed contract while two (2) were required. PREM determined the errors were non-material in nature, deemed the bid responsive and afforded Southwind Homes, LLC the opportunity to revise the balance due amount and submit the required executed original contracts. Southwind Homes, LLC currently owns an unimproved parcel east of and abutting the County-owned parcel and is seeking to acquire the County-owned parcel in order to develop it. Southwind Homes, LLC provided the attached Disclosure of Beneficial Interests which identifies John P. Reichard, III as having 100% interest in Southwind Homes, LLC.

TWP 44

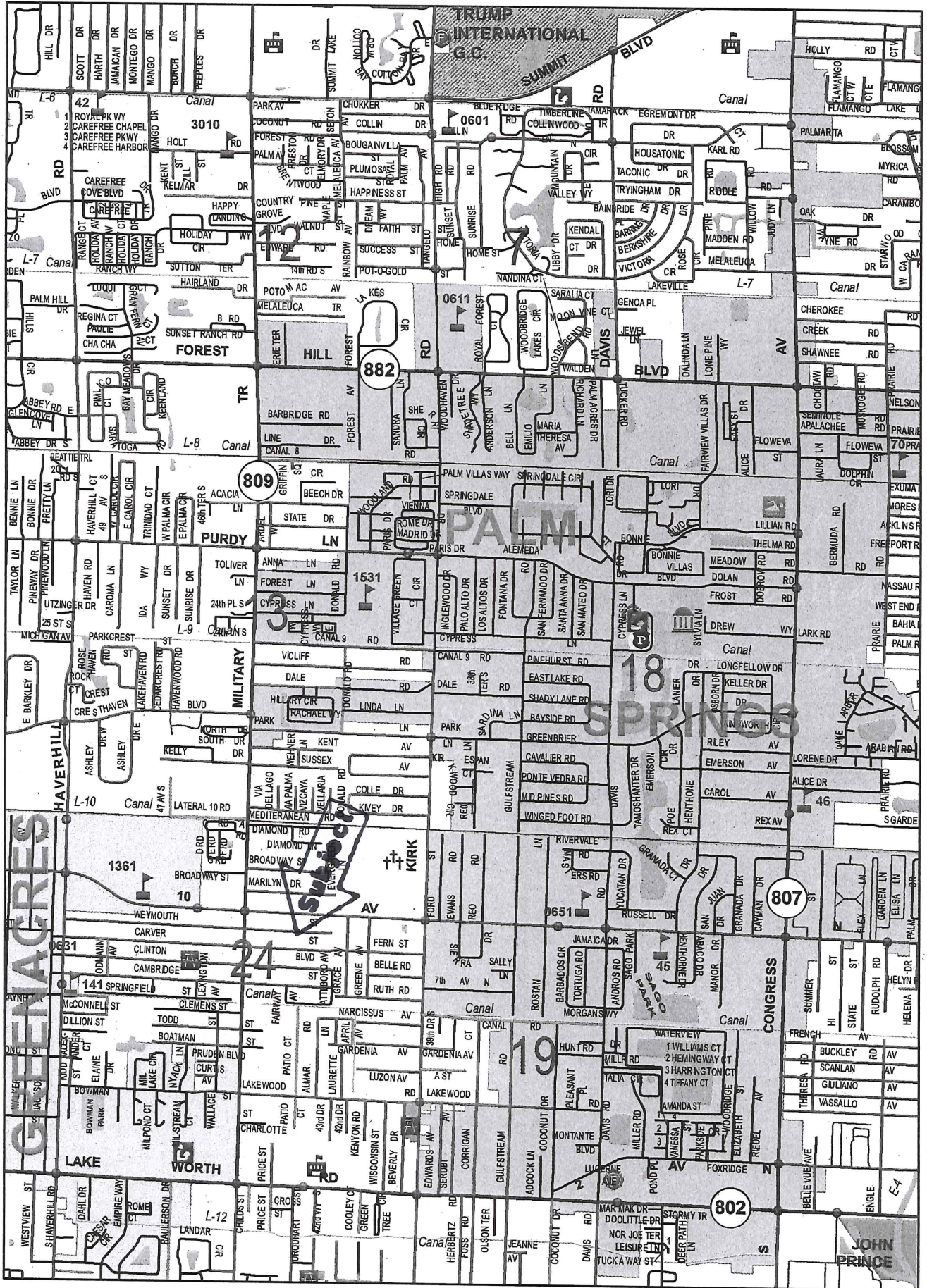
TWP 44

TWP 44

22

23

24



RNG 42

See pg 90

RNG 43

Page 80

LOCATION MAP

Attachment 1

1 pg

Attachment 2

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO SOUTHWIND HOMES, LLC PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR TEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$10,600.00), 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 0.07 acres located 4375 Carver Street, Lake Worth; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the value of such property is Five Thousand Twenty-Six Dollars and no/100 (\$5,026.00), 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 Southwind Homes, LLC of their desire to purchase such property; and

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

WHEREAS, pursuant to Florida Statute Section 270.11, Southwind Homes, 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. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to Southwind Homes, LLC for Ten Thousand Six Hundred Dollars and No Cents (\$10,600.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase Agreement 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 District 1
- Commissioner District 2 Paulette Burdick
- Commissioner District 3
- Commissioner District 4 Steven L. Abrams
- Commissioner District 5
- Commissioner District 6 Melissa McKinlay
- Commissioner District 7

The Mayor thereupon declared the 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 TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

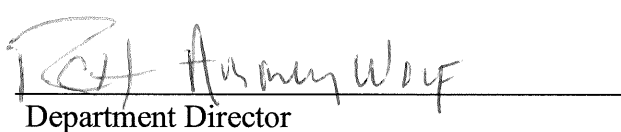
By: 
Department Director

EXHIBIT "A"

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE AGREEMENT

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

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made _____, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida.

ADDRESS: Property and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605

BUYER: Southwind Homes LLC
NAME (as you want it to appear on deed)

ADDRESS: 1139 Green Turtle Lane
West Palm Beach, FL 33411

81-1930254

(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 Ten thousand six hundred (\$10,600.00) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. **Deposit:** Buyer deposits herewith: One thousand sixty (\$1,060.00) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. **Balance:** The balance of the purchase price in the amount of Nine thousand five hundred forty (\$9,540.00) shall be payable at closing by locally drawn cashier's check, subject to prorations as provided herein plus closing costs and other associated costs.

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

3. **CLOSING:** This Agreement shall be closed and the deed delivered within 30 days of the Effective Date of this Agreement. The following are additional details of closing:

A. **Time and Place:** The closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.

B. **Conveyance:** At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "B" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the

deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

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

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

7. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

8. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

9. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

10. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

11. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

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

13. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

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

15. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

16. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

17. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by 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. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

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

20. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

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

22. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

23. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County

Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered in the presence of:

Marjorie Lesko
(Witness)

Marjorie Lesko
(Print name)

Barbara Dalmotte
(Witness)

Barbara Dalmotte
(Print name)

Date of Execution by Buyer: 9/28, 2016

By: John P. Reichard III

John P. Reichard, III
NAME: Southwind Homes LLC

TITLE: Managing Member

("Buyer")

(SEAL) OR
(SEAL) (corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Date of Execution by Seller: _____, 20____

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

By: _____

("Seller")

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Department Director

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

LEGAL DESCRIPTION

KENWOOD
W 30 FT OF FAIRWAY AVE E OF & ADJ TO LT 877

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: 00-42-44-24-10-000-0001
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 _____, a Florida _____, whose legal mailing address is _____, "Grantee".

WITNESSETH:

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

KENWOOD
W 30 FT OF FAIRWAY AVE E OF & ADJ TO LT 877

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 4850 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 11669, PAGE 0248, 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.

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 & COMP TROLLER

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 DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 28 day of Sept.,
2016 by Southwind Homes 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 9/28, 2016 (Resolution No. R-
_____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,
for the sum of ten thousand six hundred (\$ 10,600⁰⁰),
.07 acre(s) of surplus land in Palm Beach County located in
Section 24, Township 44, Range 42, Palm Beach County ("Property"), and more
particularly described as follows:

KENWOOD
W 30 FT OF FAIRWAY AVE E OF & ADJ TO LT 877

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. 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:

Mary Jane Lesko
Witness Signature

MARJORIE LESKO
Print Name

Barbara Dalmotte
Witness Signature

Barbara Dalmotte
Print Name

By: John P. Reichard III
Buyer

John P. Reichard III
Print Name

By: _____
Buyer

Print Name

EXHIBIT "A"

PROPERTY

KENWOOD
W 30 FT OF FAIRWAY AVE E OF & ADJ TO LT 877

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
John P. Reichard III	1139 Green Turtle Ln WPB Fl 33411	100%

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

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, John P. Reichard III, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the John P. Reichard III (position - i.e. president, partner, trustee) of Southwind Homes LP (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: 1139 Green Turtle Lane
West Palm Beach, FL 33411

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.

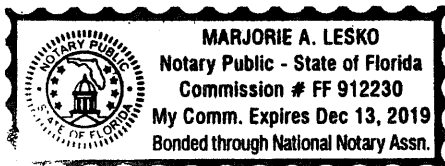
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

John P. Reichard III, Affiant
Print Affiant Name: John P. Reichard III

The foregoing instrument was sworn to, subscribed and acknowledged before me this 28 day of September, 2016, by John P. Reichard III who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Marjorie Lesko
Notary Public,
Marjorie Lesko
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Dec 13, 2019

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

NON-DISCRIMINATION POLICY/STATEMENT

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:

Southwind Homes LLC

Company Name

John P. Reichard III

Signature

John P. Reichard III

Name (type or print)

Managing Member

Title

Attachment 4
County Deed
199

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

PCN: 00-42-44-24-10-000-0001
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 **SOUTHWIND HOMES, LLC**, a Florida limited liability company, whose legal mailing address is 1139 Green Turtle Lane, West Palm Beach, Florida 33411, "Grantee".

WITNESSETH:

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

KENWOOD
W 30 FT OF FAIRWAY AVE E OF & ADJ TO LT 877

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 4850 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 11669, PAGE 0248, 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.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

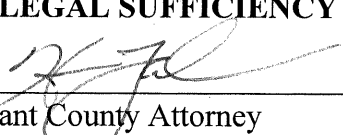
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

(OFFICIAL SEAL)

Attachment 5
Disclosure of Beneficial Interests
3 pages

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

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, John P. Reichard III, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the John P. Reichard III (position - i.e. president, partner, trustee) of Southwind Homes LP (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: 1139 Green Turtle Lane
West Palm Beach, Fl 33411

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.

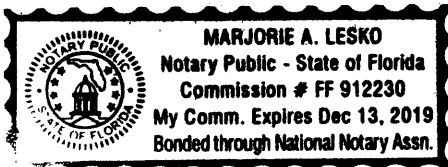
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

John P. Reichard III, Affiant
Print Affiant Name: John P. Reichard III

The foregoing instrument was sworn to, subscribed and acknowledged before me this 28 day of September, 2016, by John P. Reichard III who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Marjorie Lesko
Notary Public
Marjorie Lesko
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Dec 13, 2019

EXHIBIT "A"

PROPERTY

KENWOOD
W 30 FT OF FAIRWAY AVE E OF & ADJ TO LT 877

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
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<i>John P. Reichard III</i>	<i>1139 Green Turtle Ln WPB FI 33411</i>	<i>100%</i>