

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|--|--------------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | (\$0)_____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | * (\$0)_____ | ===== | ===== | ===== | ===== |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* Conveyance of this property will relieve the County from responsibility for the maintenance of this property.


Fixed Asset Number: HO7913

*FAMO
OK ad 3/10/17*

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

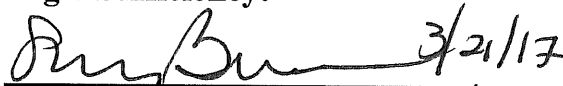


 OFMB *Kris...*
 3/13 *3/13*



 Contract Development and Control
 3/20/17 *FW*

B. Legal Sufficiency:



 Assistant County Attorney *for HF*

C. Other Department Review:

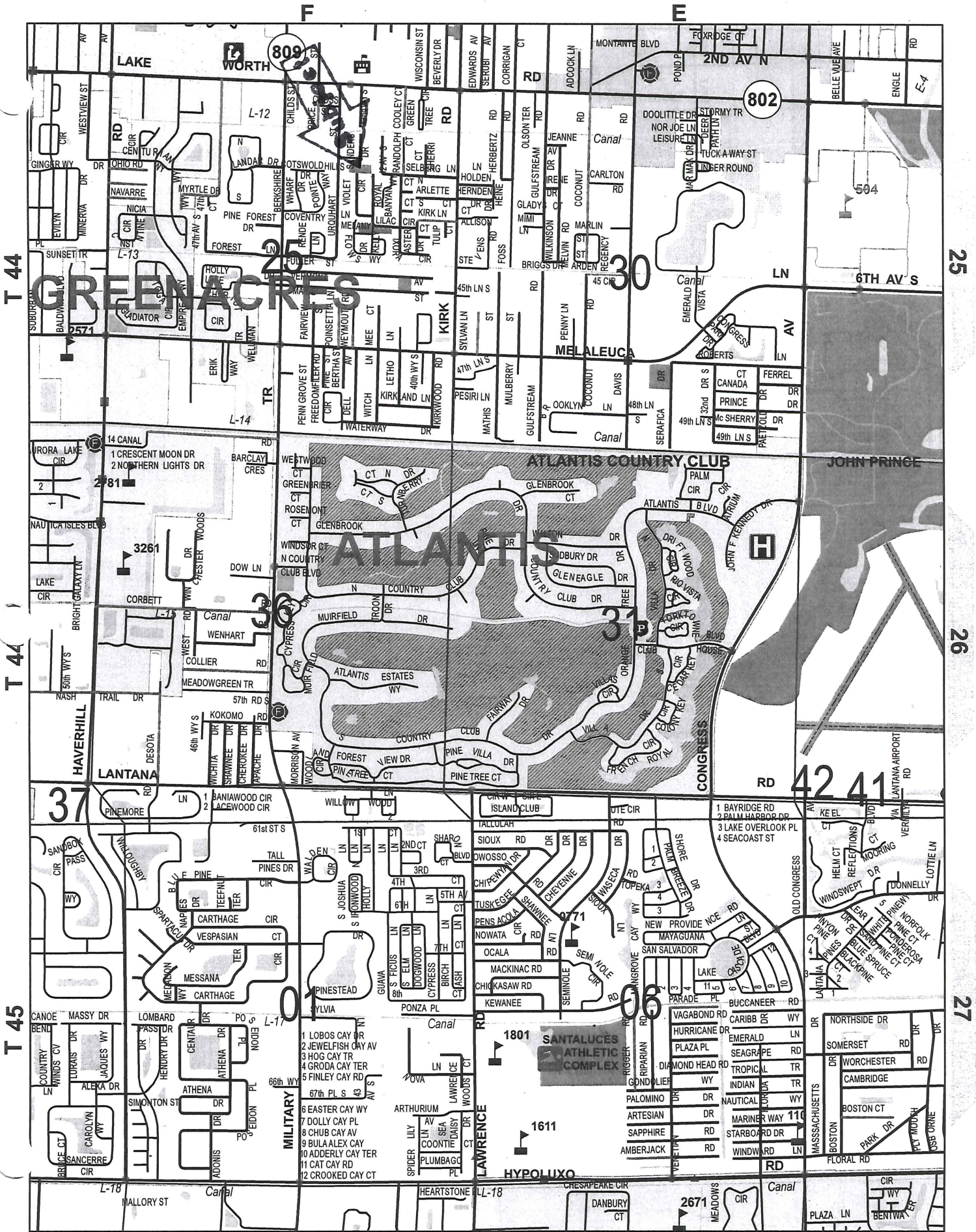
 Department Director

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

Background and Justification Cont'd: In August 2016, the Parks Department received a complaint from Paseos regarding the condition of the County parcel and the occurrence of illegal trespassing in Sanders Park during the evening hours. On November 4, 2016, Staff met with Paseos and explained that undocumented use of the County owned parcel was unacceptable. On November 8, 2016, PREM received a letter from Paseos expressing an interest in acquiring the County parcel since the parcel serves as the sole means of access to its property. Paseos also requested, that the County repair the park fence, address overgrown landscaping, and install a sign identifying park operating hours. The Parks Department has completed the repairs, addressed the overgrown landscaping and installed a sign. Several arrests have been made and trespassing at Sanders Park has been reduced. The Parks Department has also worked with its OCR/CCRT PBSO liaison to increase patrols in the area.

The County will convey the parcel without charge and Paseos has agreed to grant the County a non-exclusive limited access easement across the parcel to serve Sanders Park. All future maintenance obligations of the parcel will be the responsibility of Paseos. This conveyance benefits the County in that it places the parcel back on the active tax rolls and retains and documents public access to Sanders Park.

Paseos provided the attached Disclosure of Beneficial Interests which identifies the Gustavo Cardenas-Sanchez Trust as having 35% interest, the Luz M. Cardenas Trust as having 35% interest and the Paseos Children's Revocable Trust as having 30% interest in Paseos Properties, LLC, with Gustavo Cardenas-Sanchez having 100% interest in the Gustavo Cardenas-Sanchez Trust, Luz M. Cardenas having 100% interest in the Luz M. Cardenas Trust and Mayerly Fiedor, Kennifer Cardenas and Katherine Cardenas each having a 33 1/3% interest in the Paseos Children's Revocable Trust.



LOCATION MAP

Attachment 1 PAGE 1052
 (2 pgs)





Sanders Park

Sanders Dr

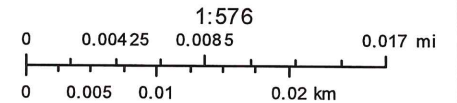
42nd Ave S

The Parcel

00-42-44-25-00-000-1151



Created by: Palm Beach County March 1, 2017



ATTACHMENT 1
PAGE 2 OF 2

Attachment 2
Resolution
(5 pages)

RESOLUTION NO. 2017-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO PASEOS PROPERTIES, LLC, A DELAWARE A SERIES LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR ZERO DOLLARS (\$0.00), 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 0.09 acres located on Selberg Lane in unincorporated Lake Worth.; and

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

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

WHEREAS, the County sent notice of its intent to sell such parcel to owners of adjacent property by certified mail and only received a response from Paseos Properties, LLC of its desire to acquire such property; and

WHEREAS, as consideration, Paseos Properties, LLC is granting County a non-exclusive limited access easement across the property to serve Sanders Park; and

WHEREAS, the Board desires to affect a conveyance of such property to Paseos Properties, LLC, pursuant to Florida Statute Section 125.35(2), in exchange for a non-exclusive limited access easement from Paseos Properties, LLC across such property to serve Sanders Park; and

WHEREAS, pursuant to Florida Statute Section 270.11, Paseos Properties, 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 Paseos Properties, LLC, for Zero Dollars (\$0.00) pursuant to the County Deed attached hereto as Exhibit "A" and incorporated herein by reference, the real property legally described in such 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 Paulette Burdick, Mayor
Commissioner Melissa McKinlay, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger
Commissioner Mack Bernard

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 2017.

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

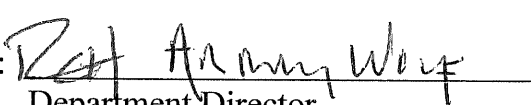
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

G:\PREM\PM\Dispositions\Sanders Park-Selberg Lane\Resolution. hf app 1-27-2017.docx

EXHIBIT "A"
COUNTY DEED

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

PCN: 00-42-44-25-00-000-1151

Closing Date: _____

Purchase Price: \$0.00

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and PASEOS PROPERTIES, LLC, a Delaware A Series limited liability company authorized to do business in the State of Florida, whose legal mailing address is P.O. Box 32832, Palm Beach Gardens, FL 33420, "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:

25-44-42, S 25 FT OF W 165 FT OF W 1/2 OF SW 1/4 OF NE
1/4 OF NE 1/4 (LESS E 15 FT 42ND AVE S R/W)

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the above-described real property, and an undivided one-half (1/2) interest in all of the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

Attachment 3
County Deed
(1 pg)

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

PCN: 00-42-44-25-00-000-1151
Closing Date: _____
Purchase Price: \$0.00

COUNTY DEED

This COUNTY DEED, made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and **PASEOS PROPERTIES, LLC**, a Delaware A Series limited liability company authorized to do business in the State of Florida, whose legal mailing address is P.O. Box 32832, Palm Beach Gardens, FL 33420, "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:

25-44-42, S 25 FT OF W 165 FT OF W ½ OF SW ¼ OF NE
¼ OF NE ¼ (LESS E 15 FT 42ND AVE S R/W)

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in and title in and to an undivided three-fourths (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the above-described real property, and an undivided one-half (½) interest in all of the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

(OFFICIAL SEAL)

Attachment 4
Access Easement
(9 pages)

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

Property Control Number: 00-42-44-25-00-000-1151

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT, made this _____ day of _____, 2017, between **PASEOS PROPERTIES, LLC**, a Delaware A Series limited liability company authorized to do business in the State of Florida, whose mailing address is P.O. Box 32832, Palm Beach Gardens, FL 33420, hereinafter referred to as “Grantor” and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, County is the owner of the property as depicted on Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as “Sanders Park” or “County Property”); and

WHEREAS, County owned and conveyed to Grantor, at no cost, 0.09 acres of land as legally described on Exhibit “B” attached hereto and made a part hereof (the “Easement Premises”) and as consideration, Grantor is granting County a non-exclusive limited access easement across the Easement Premises to serve Sanders Park; and

WHEREAS, Grantor wishes to provide to County, its successors and assigns, a non-exclusive easement and rights of access for pedestrian access, ingress and egress to and from Sanders Park.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. Grantor does hereby grant, bargain, sell and convey to County, its successors and assigns, a perpetual non-exclusive easement for the purposes of pedestrian and non-motorized cyclist access, ingress and egress to Sanders Park, over and upon the real property described on the Easement Premises.

3. This Easement shall be an easement appurtenant to Sanders Park and shall inure to the benefit of and run with title to Sanders Park. This easement may not be transferred or assigned separate and apart from Sanders Park.

4. County and Grantor acknowledge that certain underground improvements may have been constructed or may, in the future be constructed, in the Easement Premises ("Underground Improvements"). Accordingly, Grantor covenants that it will protect all such improvements, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, and landscaping, and shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements constructed therein pursuant to this Easement.

5. The grant of Easement contained herein is for the use and benefit of County, County's authorized agents, employees, as well as pedestrian and non-motorized cyclist access to those members of the public who desire to use the facilities located within Sanders Park.

6. County's use of the Easement Premises is restricted to Sanders Park operating hours, except in the case of an emergency. Grantor shall have the right, but not the obligation, to install access gates and fencing along the Easement Premises, so long as the gates are open during the limited access period described herein. Any such gate shall include a gate key or code, a copy of which shall be provided to the County for access as required or permitted hereunder.

7. County shall have no liability or responsibility whatsoever for Grantor's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

8. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

9. County shall provide Grantor with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

10. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

11. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, and their respective successors and assigns, having or hereafter acquiring any right title or interest in or to all or any portion of the County Property or the Easement Premises.

12. All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery

of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 p.m. on a business day and on the next business day if transmitted after 5 p.m. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax No.: (561) 233-0210

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax No.: (561) 355-4398

Grantor:

Paseos Properties, LLC
Attention: Manager
P.O. Box 32823
Palm Beach Gardens, FL 33420

With a copy to:

Michael J Posner, Esq.
Ward, Damon, Posner, Pheterson & Bleau
4420 Beacon Circle
West Palm Beach, Florida 33407

13. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

14. This Easement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Easement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

16. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement.

17. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

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

Grantor has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as

amended, or in the alternative, has acknowledged through a signed statement provided to County that Grantor will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

19. 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 Palm Beach County or employees of County or Grantor.

20. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed and delivered in the presence of:

PASEOS PROPERTIES, LLC, a Delaware A Series limited liability company authorized to do business in the State of Florida

[Signature]
Witness Signature

By: Mayerly Fiedor

Pilar Tabares
Print Witness Name

Its Manager

[Signature]
Witness Signature

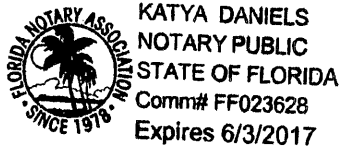
(SEAL)

Evelin Cruz
Print Witness Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26th day of January, 2017, by Mayerly Fiedor the Manager of Paseos Properties, LLC, a Delaware A Series limited liability company authorized to do business in the State of Florida, who is personally known to me OR who produced Florida Driver License as identification and who did did not take an oath.

[Signature]
Notary Public
Katya Daniels
Print Notary Name
NOTARY PUBLIC



State of Florida at Large
My Commission Expires: 06/03/17

EXHIBIT "A"
SANDERS PARK



00-42-44-25-00-000-1440

1:1,128

0 0.05 0.1 0.2 mi

0 0.01 0.02 0.04 mi

November 29, 2016

Created by: PDC Property Appraiser

EXHIBIT "B"
EASEMENT PREMISES

25-44-42, S 25 FT OF W 165 FT OF W ½ OF SW ¼ OF NE ¼ OF NE ¼ (LESS
E 15 FT 42ND AVE S R/W)
Property Identification Number: 00-42-44-25-00-000-1151

Attachment 5
Paseos Prop. letter
(1 pg)

Paseos Properties, LLC
PO Box 32832
Palm Beach Gardens, FL 33420

November 8, 2017

Ross C Hering
Director PREM
2633 Vista Parkway
West Palm Beach, FL 33411-5605

RECEIVED
NOV 14 2016

Reference: PCN # 00-42-44-25-00-000-1151

Dear Mr. Hering,


I'm writing to you to request the County to convey the parcel in reference to Paseos Properties, LLC. This parcel is owned by the County via Tax Deed and it serves as sole mean of access to the adjacent parcel identified with PCN 00-42-44-25-00-000-1170, recently acquired by Paseos Properties, LLC.

Paseos Properties, LLC is requesting the property in reference to be conveyed at no charge. In exchange for the County conveying the parcel at no cost, Paseos Properties would accept a **PEDESTRIAN** easement benefiting the County across the entire parcel to allow for public access **DURING PARK OPERATING HOURS ONLY** to Sanders Park, and Paseos Properties will be responsible for future maintenance of the parcel. However, prior to conveyance of the parcel to Paseos Properties, the County as it sole cost shall replace the chain link fence with same gage grade as the one used on park's fence and remove all existing landscaping along fence, including three trees. A sign will also be posted at park's entrance stating hours of operation.

Paseos Properties LLC reserves the right to install a gate after acquisition of the parcel in reference and agrees to keep it open during park operating hours.

Thanks for your attention and prompt response to this matter.

Cordially,



Mayerly Fiedor
Manager for Paseos Properties, LLC

Attachment **6**
Disclosure of Ben Interests
(3 pages)

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

1. Affiant is the Manager of **PASEOS PROPERTIES, LLC**, a Delaware A Series limited liability company authorized to do business in the State of Florida, (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: P.O. Box 32832, Palm Beach Gardens, FL 33420__.

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.

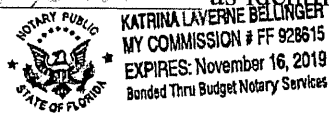
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

Mayerly Fiedor, Affiant
Print Affiant Name: Mayerly Fiedor

The foregoing instrument was sworn to, subscribed and acknowledged before me this 31st day of January, 20 17; by MAYERLY FIEDOR [] who is personally known to me or [] who has produced F300340 76587-0 as identification and who did take an oath.



Katrina Bellinger
Notary Public

EXHIBIT "A"

PROPERTY

25-44-42, S 25 FT OF W 165 FT OF W $\frac{1}{2}$ OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ (LESS E 15 FT
42ND AVE S R/W)

Property Identification Number: 00-42-44-25-00-000-1151

