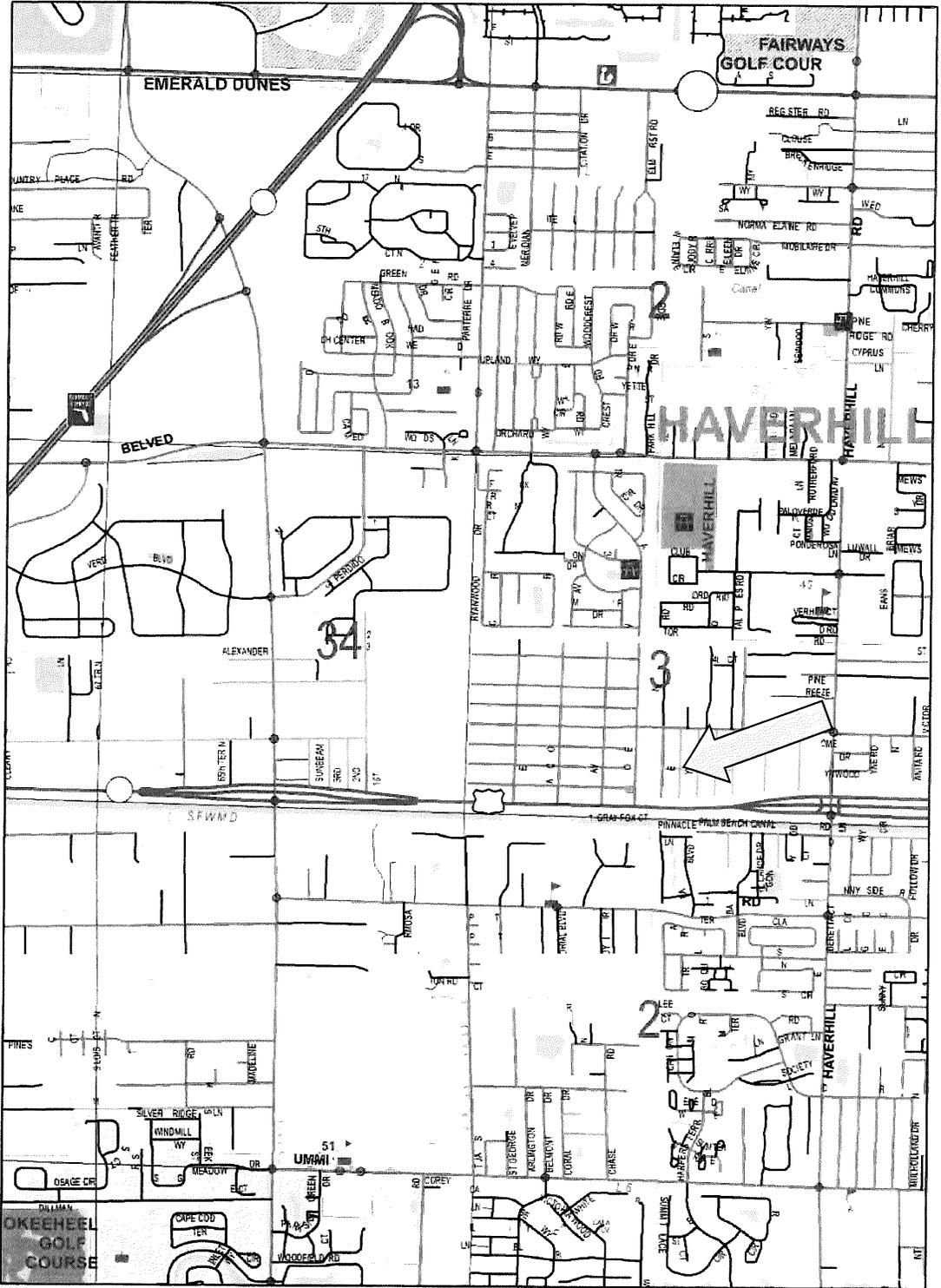






**Background and Justification Cont'd:** Ms. Hembree owned adjacent improved property located at 153 Ethelyn Drive which was foreclosed upon in 1997. In May 1998, Roger Ethier purchased the 153 Ethelyn Drive property which Mr. Ethier believed also included the 0.04 acre parcel. In June 2015, the 0.04 acre parcel escheated to the County via Tax Deed. Mr. Ethier is seeking to acquire the County-owned parcel in order to incorporate it into the 153 Ethelyn Drive parcel. On January 5, 2018, a bid was received from Roger Ethier, who offered \$600 and posted a ten percent (10%) deposit in the amount of \$60. The contract is contingent upon the removal of the 0.04 acre parcel from the Royal Palm Estates Paving and Drainage improvements (Project No 2002135) annual assessments. The County's Engineering Department agreed to waive the collection of the assessment debt. In March 2018, the assessment was written off by the Clerk and Comptroller's office and the parcel removed from the Assessment Roll. However, to satisfy the closing contingency provision, a satisfaction of the assessment debt associated with the parcel will be recorded by the Clerk's Office prior to closing. Roger Ethier is an individual and a Disclosure of Beneficial Interests is not required.



LOCATION MAP



**ATTACHMENT NO. 2**

Resolution w/ Exhibit A & Exhibit B  
(14 pages)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO ROGER ETHIER, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR SIX HUNDRED AND 00/100 DOLLARS (\$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 0.04 acres located west of Ethelyn Drive, south of Wallis Road in unincorporated Palm Beach County; 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 notice from Roger Ethier of his desire to purchase such property; and

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

**WHEREAS**, pursuant to Florida Statute Section 270.11, Roger Ethier 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 Roger Ethier, for Six Hundred and 00/100 Dollars (\$600.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase attached hereto as Exhibit "A" and the County Deed attached hereto as Exhibit "B" and incorporated herein by reference, the real property legally described in such Agreement and Deed.

**Section 3. 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 Melissa McKinlay, Mayor
- Commissioner Mack Bernard, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Dave Kerner
- Commissioner Steven L. Abrams
- Commissioner Mary Lou Berger

The Mayor thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

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"

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

**EXHIBIT A**

**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, by and through its Board of County Commissioners

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

**BUYER:** Roger ETHIER  
NAME (as you want it to appear on deed)

**ADDRESS:** 153 ETHELYN DR.  
W.P.B. FL. 33415

\_\_\_\_\_  
(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 SIX HUNDRED (\$ 600 ) 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: SIXTY (\$ 60 ) 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 FIVE HUNDRED FORTY (\$ 540 ) shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

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

3. **CLOSING:** This Agreement shall be closed and the deed delivered within 90 days of the Effective Date of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

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.

D. Contingency: The Property is subject to a special assessment for the Royal Palm Estates Drainage and Paving Improvements. Notwithstanding anything to the contrary contained in this Agreement, Seller's and Buyer's obligations to close this transaction is expressly conditioned upon the Property being removed from the County's special assessment tax rolls. In the event this condition is not satisfied by closing, Seller or Buyer may extend the closing date to a mutually agreed upon date. Should a date not be mutually agreed upon, this Agreement shall terminate in which event the Deposit shall be refunded to Buyer and the parties shall be released from all obligations hereunder.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. 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 State 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, 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.

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. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: 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.

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.

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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: 1-26, 2018

Shawna Dugger (Witness)

By: Roger Ethier

Shawna Dugger (Print name)

NAME: Roger ETHIER

Ralph Dugger (Witness)

TITLE: Buyer

Ralph E Dugger (Print name)

("Buyer")

(SEAL) OR

(SEAL) (corporation not for profit)

ATTEST:

Date of Execution by Seller: \_\_\_\_\_, 20\_\_

SHARON R. BOCK CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_, Mayor

("Seller")

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

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

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

**LEGAL DESCRIPTION**

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 27603, PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

**COUNTY DEED**

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

PCN: 00-42-43-35-14-006-0202  
Closing Date: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_

**COUNTY DEED**

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

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

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

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 27603, PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in and title in and to an undivided three-fourths (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**

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

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

By: \_\_\_\_\_  
Melissa McKinaly, Mayor

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

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

(OFFICIAL SEAL)

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

**AS-IS ACKNOWLEDGMENT**

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

**WITNESSETH:**

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and  
Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. R-  
\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,  
for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ),  
\_\_\_\_\_ acre(s) of surplus land in \_\_\_\_\_ located in  
Palm Beach County ("Property"), and more particularly described as follows:

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED  
UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX  
DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
PAGE 0790, 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. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

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

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

Signed, sealed and delivered  
in the presence of:

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

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

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

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

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

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

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

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

EXHIBIT "B"

COUNTY DEED

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

PCN: 00-42-43-35-14-006-0202  
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 **ROGER ETHIER**, whose legal mailing address is 153 Ethelyn Drive, West Palm Beach, Florida 33415, "Grantee".

**WITNESSETH:**

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

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 27603, PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in and title in and to an undivided three-fourths (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: \_\_\_\_\_  
Melissa McKinlay, Mayor

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

(OFFICIAL SEAL)

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

**ATTACHMENT NO. 3**

Deposit Receipt and Contract  
for Sale and Purchase (2)  
w/ Exhibits A, B, and C  
(10 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, by and through its Board of County Commissioners

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

**BUYER:** Roger ETHIER  
NAME (as you want it to appear on deed)

**ADDRESS:** 153 ETHELYN DR  
W.P.B. FL. 33415

\_\_\_\_\_  
(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 SIX HUNDRED (\$ 600 ) 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: SIXTY (\$ 60 ) 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 FIVE HUNDRED FORTY (\$ 540 ) shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

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

3. **CLOSING:** This Agreement shall be closed and the deed delivered within 90 days of the Effective Date of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

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.

D. Contingency: The Property is subject to a special assessment for the Royal Palm Estates Drainage and Paving Improvements. Notwithstanding anything to the contrary contained in this Agreement, Seller's and Buyer's obligations to close this transaction is expressly conditioned upon the Property being removed from the County's special assessment tax rolls. In the event this condition is not satisfied by closing, Seller or Buyer may extend the closing date to a mutually agreed upon date. Should a date not be mutually agreed upon, this Agreement shall terminate in which event the Deposit shall be refunded to Buyer and the parties shall be released from all obligations hereunder.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. 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 State 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, 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.

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. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: 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.

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:

Date of Execution by Buyer: Jan 1-26-, 2018

Shawna Dugger  
(Witness)

By: Roger Ethier

Shawna Dugger  
(Print name)

NAME: ROGER ETHIER

Ralph Dugger  
(Witness)

TITLE: BUYER

Ralph E Dugger  
(Print name)

("Buyer")

(SEAL) **OR**

(SEAL) (corporation not for profit)

ATTEST:

Date of Execution by Seller: \_\_\_\_\_, 20\_\_\_\_

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

("Seller")

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Assistant County Attorney

By: [Signature]  
Department Director

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

**LEGAL DESCRIPTION**

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE  
NUMBER 6460 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

**COUNTY DEED**

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

PCN: 00-42-43-35-14-006-0202  
Closing Date: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_

**COUNTY DEED**

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

**WITNESSETH:**

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

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED  
UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX  
DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in and title in and to an undivided three-fourths (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: \_\_\_\_\_  
Melissa McKinlay, 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 \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ ("Buyer")  
to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida  
("Seller").

**WITNESSETH:**

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and  
Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. R-  
\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,  
for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ),  
\_\_\_\_\_ acre(s) of surplus land in \_\_\_\_\_ located in  
Palm Beach County ("Property"), and more particularly described as follows:

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED  
UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX  
DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
PAGE 0790, 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. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

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

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

Signed, sealed and delivered  
in the presence of:

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

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

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

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

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

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

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

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

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

**LEGAL DESCRIPTION**

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE  
NUMBER 6460 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
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**EXHIBIT "B"**  
**to the DEPOSIT RECEIPT AND CONTRACT FOR**  
**SALE AND PURCHASE**

**COUNTY DEED**

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

PCN: 00-42-43-35-14-006-0202 \_\_\_\_\_  
Closing Date: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_

**COUNTY DEED**

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

**WITNESSETH:**

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

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED  
UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX  
DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in and title in and to an undivided three-fourths (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**

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

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

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

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

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

(OFFICIAL SEAL)

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

**AS-IS ACKNOWLEDGMENT**

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

**WITNESSETH:**

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and  
Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. R-  
\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,  
for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_),  
\_\_\_\_\_ acre(s) of surplus land in \_\_\_\_\_ located in  
Palm Beach County ("Property"), and more particularly described as follows:

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED  
UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX  
DEED RECORDED IN OFFICIAL RECORD BOOK 27603,  
PAGE 0790, 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. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

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

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

Signed, sealed and delivered  
in the presence of:

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

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

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

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

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

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

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

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

**ATTACHMENT NO. 4**  
*County Deed*  
*(1 page)*

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

PCN: 00-42-43-35-14-006-0202  
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 **ROGER ETHIER**, whose legal mailing address is 153 Ethelyn Drive, West Palm Beach, Florida 33415, "Grantee".

**WITNESSETH:**

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

SOUTHERN BOULEVARD PINES W 35 FT of LT 20 BLK 6

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 6460 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 27603, PAGE 0790, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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

**ATTEST:**

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

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

(OFFICIAL SEAL)

By:   
Assistant County Attorney