

5C-6

Agenda Item #:

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

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<b>Meeting Date:</b>	<b>June 19, 2018</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** **Facilities Development & Operations**

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**I. EXECUTIVE BRIEF**

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

- A) adopt** a Resolution authorizing the conveyance of the County's interest in a vacant 0.14 acre parcel of County-owned land located on Edham Drive, West Palm Beach, to Tiger Real Estate Development, LLC for \$5,000 with reservation of mineral and petroleum rights, but without rights of entry and exploration pursuant to Florida Statutes, Section 270.11;
- B) approve** a Deposit Receipt and Contract for Sale and Purchase with Tiger Real Estate Development, LLC for the sale of 0.06 acres of vacant County surplus property; and
- C) approve** a County Deed in favor of Tiger Real Estate Development, LLC.

**Summary:** The County acquired a 0.14 acre parcel of land located on Edham Drive, north of Wallis and west of Haverhill Roads, in unincorporated Palm Beach County, by Tax Deed in September 1996. This property is unbuildable, serves no present or future County purpose and has remained on the surplus property list since it was acquired. The parcel is t-shaped in nature, cannot be developed as a standalone parcel and is of use only to the adjoining owners. In December 2017, PREM was contacted by an adjacent owner expressing an interest in the parcel. The 2017 Property Appraiser assessed value of the parcel is \$42. 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 only to one (1) or more adjacent property owners. 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. Two (2) adjoining owners responded that they were interested in the surplus parcel. One (1) bid was received from Tiger Real Estate Development, LLC with a proposed purchase price of \$5,000. Tiger Real Estate Development, LLC will pay documentary stamps and recording costs, and accept the property in "AS IS" condition. The County is reserving, for the benefit of the abutting properties and their current owners, a utility easement and an access easement across the property for ingress and egress purposes. The County will retain mineral rights in accordance with Florida Statutes, Section 270.11, but will not retain rights of entry and exploration. Closing will occur within thirty (30) days of Board approval. **This conveyance must be approved by a Supermajority Vote (5 Commissioners). (PREM) District 2 (HJF)**



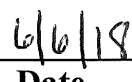
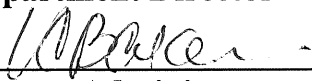

**Background and Policy Issues:** The County acquired title to this property by Tax Deed in September 1996. The surplus parcel is adjacent to seven (7) separately owned parcels and provides the sole means of access for five (5) of these parcels. There is a 20' east/west ingress and egress easement located on the northern portion of the surplus parcel. The property will be conveyed, for the benefit of the abutting properties and their current owners, with a reservation of a utility easement across the property and an ingress and egress easement across the northern portion of the property.

continued on page 3

**Attachments:**

1. Location Map
2. Resolution (w/ Exhibits A and B)
3. Deposit Receipt and Contract for Sale and Purchase (2) (w/ Exhibits A, B, C and D)
4. County Deed
5. Disclosure of Beneficial Interests

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<b>Recommended By:</b>			
		<b>Department Director</b>	<b>Date</b>
<b>Approved By:</b>			
	<b>County Administrator</b>		<b>Date</b>

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$5,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$5,000)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X

Does this item include the use of federal funds? 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 M044840000000000 *OK FAND 5/30/18*

C. Departmental Fiscal Review:

*[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

*[Signature]* 5/31/18  
OFMB *AK 5/30 9/9/30*

*[Signature]* 6/18/18  
Contract Development and Control *6/6/18*

B. Legal Sufficiency:

*[Signature]* 6/11/18  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**Background and Policy Issues cont'd:** On May 4, 2018, an executed Deposit Receipt and Contract for Sale and Purchase with a purchase price of \$5,000 was received from Tiger Real Estate Development, LLC. Tiger Real Estate Development, LLC plans to construct a Section 8/workforce housing development and is acquiring adjacent parcels for this purpose. Tiger Real Estate Development, LLC currently owns four (4) parcels abutting the County-owned parcel, is currently under contract for the purchase of a 5<sup>th</sup> parcel and is negotiating the purchase of a 6<sup>th</sup> parcel. Both parcels abut the surplus parcel. The West Palm Beach Housing Authority owns property to the south of the surplus parcel and there have been discussions between them for the West Palm Beach Housing Authority to provide property management services for the development when completed.

Pursuant to the PREM Ordinance, as the parcel's value is less than \$25,000, an appraisal is not required, nor does this transaction require a review by the Property Review Committee.

Under Florida Statutes, Section 286.23, a Disclosure of Beneficial Interests is not required for transactions involving the sale of property by the County. However, Staff is requesting such disclosures for all transactions with private entities. Tiger Real Estate Development, LLC provided the Disclosure attached which identifies Michael Sweeney and Janet Merriam-Friend as each having 50% ownership interest in Tiger Real Estate Development, LLC.

TWP 43

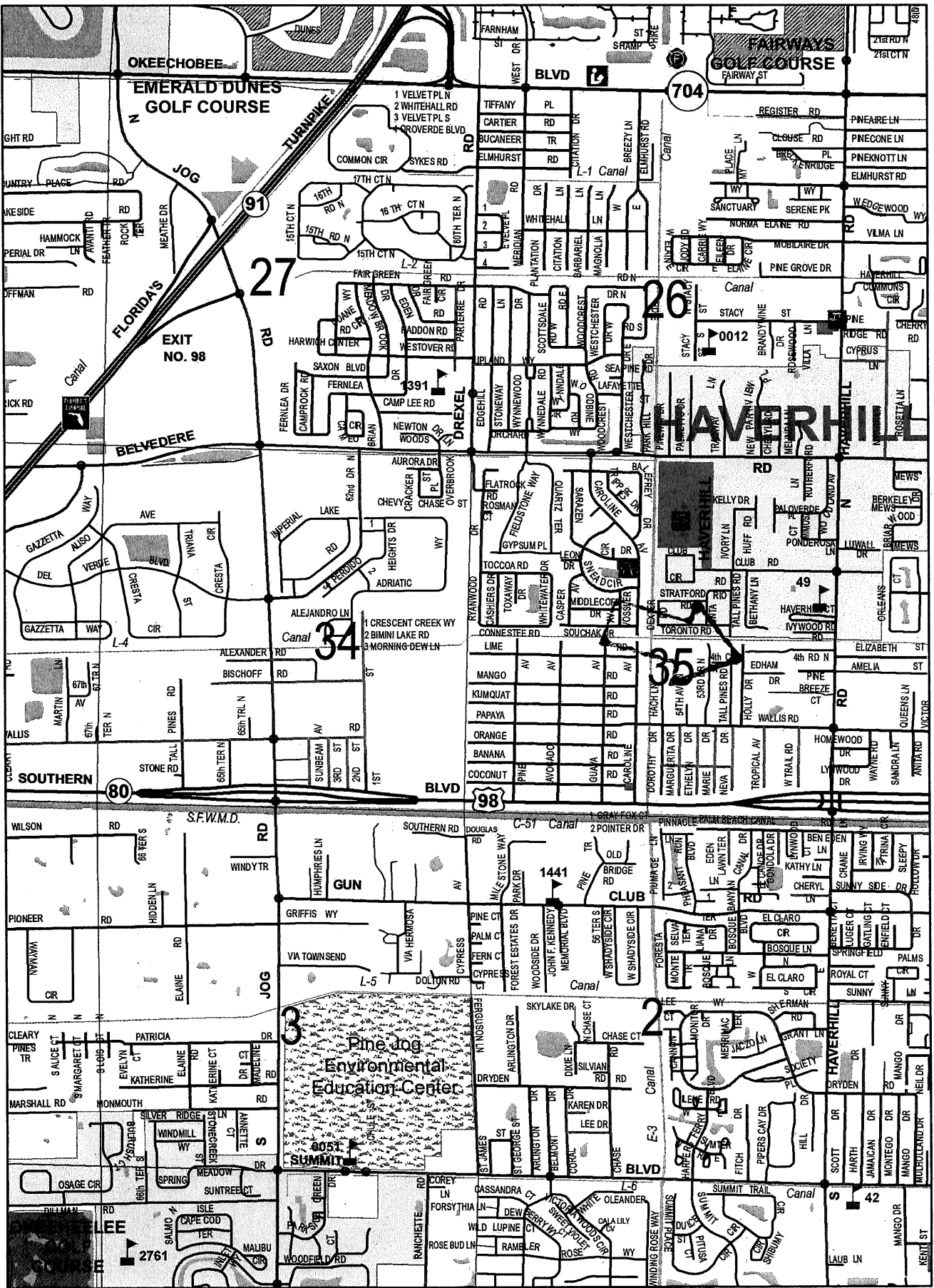
TWP 43

TWP 44

19

20

21



RNG 42

See pg 79

RNG 42

LOCATION MAP

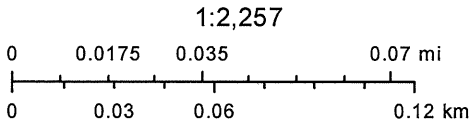
Attachment 1  
1 of 2

Handwritten signature or initials.





May 10, 2018



Attachment 1  
2 of 2

Attachment 2  
Resolution  
( 19 pages)

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

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO TIGER REAL ESTATE DEVELOPMENT, LLC, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County owns a surplus parcel of real property containing 0.14 acres located on Edham Drive, West Palm Beach, in unincorporated Palm Beach County; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the value of such property is Forty-Two Dollars and No/100 (\$42.00) 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 a bid from Tiger Real Estate Development, LLC to purchase such property; and

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

**WHEREAS**, pursuant to Florida Statute Section 270.11, Tiger Real Estate Development, 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 Tiger Real Estate Development, LLC, for Five Thousand Dollars and No/100 (\$5,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase attached hereto as Exhibit "A" and the County Deed attached hereto as Exhibit "B" and incorporated herein by reference, the real property legally described in such Agreement and Deed.

**Section 3.     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 \_\_\_\_\_, 20\_\_\_\_.

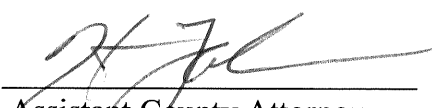
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

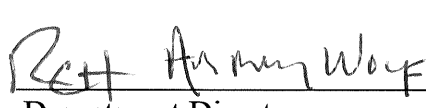
By:   
Department Director

EXHIBIT “A”

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

**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:** TIGER Real Estate Development, LLC  
NAME (as you want it to appear on deed)

**ADDRESS:** 426 SE 17 TERR #4A  
Deerfield Beach FL 33441

(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 five thousand (\$ 5000.00 ) 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: FIVE hundred (\$ 500.00 ) 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 four thousand five hundred (\$ 4500.00 ) 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 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.

The Property will be conveyed with a reservation of a non-exclusive easement for ingress and egress and utility purposes for the benefit, but not the obligation, of all abutting properties and their current owners.

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 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, religion, disability, sex, age, national origin, 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.

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.


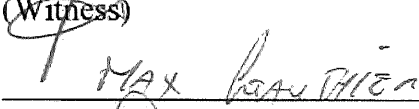
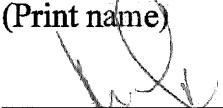
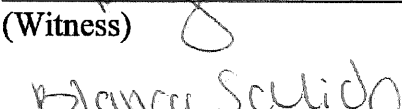
23. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

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.

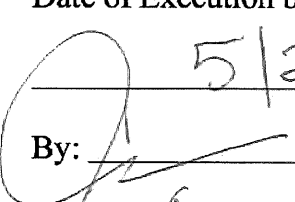
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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Print name)  
  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Print name)

Date of Execution by Buyer:

  
\_\_\_\_\_, 2018  
By: \_\_\_\_\_  
Name: MICHAEL SWEENEY  
Title: BUSINESS Manager

("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: \_\_\_\_\_  
Assistant County Attorney

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

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

**LEGAL DESCRIPTION**

35-43-42, MODEL LAND CO SUB  
E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S  
140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040

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

PREPARED BY AND RETURN TO:  
Margaret Jackson, Contract Analyst  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-43-35-01-009-0040  
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 \_\_\_\_\_, " \_\_\_\_\_".

**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:

35-43-42, MODEL LAND CO SUB  
E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E  
165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

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.

Further reserving, however, for the benefit, but not the obligation, of all abutting properties and their current owners, a non-exclusive utility easement over the said land. Further reserving a non-exclusive easement for the benefit, but not the obligation, of all abutting properties and their current owners, ingress and egress over said land, less the South 130 feet thereof. The terms and purpose of these easements shall be referenced by Official Record Book and Page Number by any grantor in any subsequent deed or other legal instrument by which grantor divests itself of any interest in these easements.

**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 TIGER Real Estate Development 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 \_\_\_\_\_, 2018 (Resolution No. R-  
\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,  
for the sum of five thousand (\$ 5000.<sup>00</sup> ),  
approximately .14 acres of surplus land on Edham Drive, West Palm Beach, FL, located in  
Section 35, Township 43, Range 42, Palm Beach County ("Property") and more  
particularly described as follows:

**SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION**

**WHEREAS**, the Agreement states that Buyer shall purchase the Property,  
reserving, however, for the benefit, but not the obligation, of all abutting properties and  
their current owners, a non-exclusive utility easement over the said land. Further reserving  
a non-exclusive easement for the benefit, but not the obligation, of all abutting properties  
and their current owners, ingress and egress over said land, less the South 130 feet thereof,  
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.


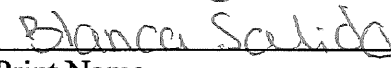
3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.


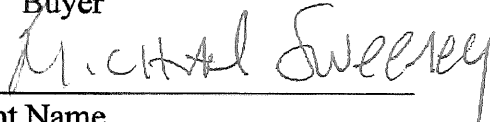
4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

**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"**

**LEGAL DESCRIPTION**

35-43-42, MODEL LAND CO SUB

E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040



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

**DISCLOSURE OF BENEFICIAL INTERESTS**

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the BUSINESS PARTNER (position - i.e. president, partner, trustee) of TIGER PALM ESTATE DEV LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 476 SE 17 TH #4A  
DEERFIELD BEACH, FL 33441

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

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

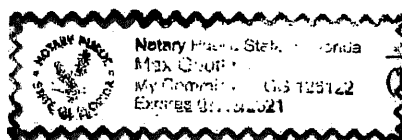
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: MICHAEL SWEENEY

The foregoing instrument was sworn to, subscribed and acknowledged before me this 2<sup>ND</sup> day of MAY, 20 18, by MICHAEL ACAN SWEENEY [ ] who is personally known to me or [ ☒ ] who has produced FL/DL Exp: 8/1/22 as identification and who did take an oath.

[Signature]  
Notary Public



MAX GAUTHIER  
(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large



My Commission Expires: 07/19/21

**EXHIBIT "A"**

**PROPERTY**

35-43-42, MODEL LAND CO SUB

E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040

## SCHEDULE TO BENEFICIAL INTERESTS IN

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.

[illegible]

EXHIBIT "B"

COUNTY DEED

PREPARED BY AND RETURN TO:  
Margaret Jackson, Contract Analyst  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-43-35-01-009-0040  
Closing Date: \_\_\_\_\_  
Purchase Price: \$5,000.00

COUNTY DEED

This COUNTY DEED, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and TIGER REAL ESTATE DEVELOPMENT, LLC, a Florida limited liability company, whose legal mailing address is 426 SE 17<sup>th</sup> Terrace, 4A, Deerfield Beach, Florida 33441, "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:

35-43-42, MODEL LAND CO SUB  
E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E  
165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (<sup>3</sup>/<sub>4</sub>) interest in, and title in and to an undivided three-fourths (<sup>3</sup>/<sub>4</sub>) 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 (<sup>1</sup>/<sub>2</sub>) 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.

Further reserving, however, for the benefit, but not the obligation, of all abutting properties and their current owners, a non-exclusive utility easement over the said land. Further reserving a non-exclusive easement for the benefit, but not the obligation, of all abutting properties and their current owners, ingress and egress over said land, less the South 130 feet thereof. The terms and purpose of these easements shall be referenced by Official Record Book and Page Number by any grantor in any subsequent deed or other legal instrument by which grantor divests itself of any interest in these easements.

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 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, by and through its Board of County Commissioners

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

BUYER: TIGER REAL ESTATE DEVELOPMENT, LLC  
NAME (as you want it to appear on deed)

ADDRESS: 426 SE 17 TERR #4A  
DEERFIELD BEACH, FL 33441

(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 five thousand dollars (\$5000.00) 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: five hundred dollars (\$500.00) 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 four thousand five hundred (\$4500) 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 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.

The Property will be conveyed with a reservation of a non-exclusive easement for ingress and egress and utility purposes for the benefit, but not the obligation, of all abutting properties and their current owners.

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 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, religion, disability, sex, age, national origin, 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.

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:

  
\_\_\_\_\_  
(Witness)

Bianca Salido  
(Print name)

  
\_\_\_\_\_  
(Witness)

Max Hammer  
(Print name)

Date of Execution by Buyer:

5/2, 2018

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

Name: Michael Sweeney

Title: Business Partner

("Buyer")

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

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Assistant County Attorney

Date of Execution by Seller:

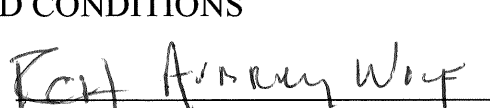
\_\_\_\_\_, 20\_\_\_\_

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

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

("Seller")

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

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

**LEGAL DESCRIPTION**

35-43-42, MODEL LAND CO SUB  
E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S  
140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040

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

PREPARED BY AND RETURN TO:  
Margaret Jackson, Contract Analyst  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-43-35-01-009-0040  
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 \_\_\_\_\_, " \_\_\_\_\_".

**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:

35-43-42, MODEL LAND CO SUB  
E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E  
165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

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.

Further reserving, however, for the benefit, but not the obligation, of all abutting properties and their current owners, a non-exclusive utility easement over the said land. Further reserving a non-exclusive easement for the benefit, but not the obligation, of all abutting properties and their current owners, ingress and egress over said land, less the South 130 feet thereof. The terms and purpose of these easements shall be referenced by Official Record Book and Page Number by any grantor in any subsequent deed or other legal instrument by which grantor divests itself of any interest in these easements.

**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 TIGER RM Estate Development 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 \_\_\_\_\_, 2018 (Resolution No. R-  
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for the sum of Five thousand (\$ 5000.00 ),  
approximately .14 acres of surplus land on Edham Drive, West Palm Beach, FL, located in  
Section 35, Township 43, Range 42, Palm Beach County ("Property") and more  
particularly described as follows:

**SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION**

**WHEREAS**, the Agreement states that Buyer shall purchase the Property,  
reserving, however, for the benefit, but not the obligation, of all abutting properties and  
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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

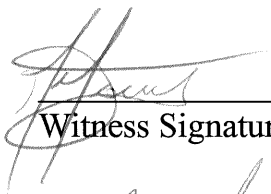
including, without limitation, any relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property.

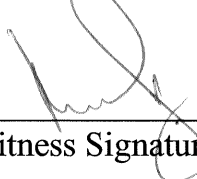
3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

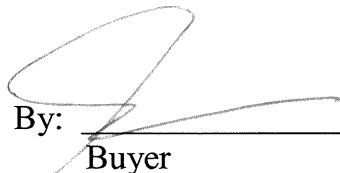
4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

**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  
MAX HORNTHIEN  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Signature  
Blanca Salido  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
Buyer  
MICHAEL SWEENEY  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Buyer  
\_\_\_\_\_  
Print Name



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

35-43-42, MODEL LAND CO SUB

E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040

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

**DISCLOSURE OF BENEFICIAL INTERESTS**

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the BUSINESS PARTNER (position - i.e. president, partner, trustee) of TIGER BEACH STATE DEVELOPMENT (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: 426 SE 17 TERR #4A  
DEERFIELD BEACH, FL 33441

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

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

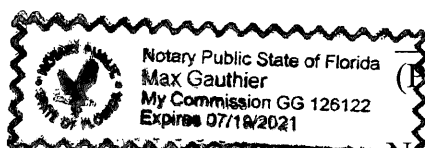
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: MICHAEL SWEENEY

The foregoing instrument was sworn to, subscribed and acknowledged before me this 2<sup>ND</sup> day of MAY, 20 18, by MICHAEL ALAN SWEENEY [ ] who is personally known to me or [ X ] who has produced FL/DL EXP. 08-06-22 as identification and who did take an oath.

[Signature]  
Notary Public



MAX GAUTHIER  
(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 07/19/21

**EXHIBIT “A”**

**PROPERTY**

35-43-42, MODEL LAND CO SUB

E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040

**SCHEDULE TO BENEFICIAL  
INTERESTS IN**

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	---------------------------

[illegible]

Attachment 4  
County Deed  
(1 pg)

PREPARED BY AND RETURN TO:  
Margaret Jackson, Contract Analyst  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-42-43-35-01-009-0040  
Closing Date: \_\_\_\_\_  
Purchase Price: \$5,000.00

COUNTY DEED

This COUNTY DEED, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and TIGER REAL ESTATE DEVELOPMENT, LLC, a Florida limited liability company, whose legal mailing address is 426 SE 17<sup>th</sup> Terrace, 4A, Deerfield Beach, Florida 33441, "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:

35-43-42, MODEL LAND CO SUB  
E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E  
165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

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

Further reserving, however, for the benefit, but not the obligation, of all abutting properties and their current owners, a non-exclusive utility easement over the said land. Further reserving a non-exclusive easement for the benefit, but not the obligation, of all abutting properties and their current owners, ingress and egress over said land, less the South 130 feet thereof. The terms and purpose of these easements shall be referenced by Official Record Book and Page Number by any grantor in any subsequent deed or other legal instrument by which grantor divests itself of any interest in these easements.

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 5  
Disclosure of Beneficial Interests  
(3 pgs)

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

**DISCLOSURE OF BENEFICIAL INTERESTS**

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

1. Affiant is the BUSINESS PARTNER (position - i.e. president, partner, trustee) of TIGER PALM ESTATE DEV LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 476 SE 17 TH #4A  
DEERFIELD BEACH, FL 33441

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

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

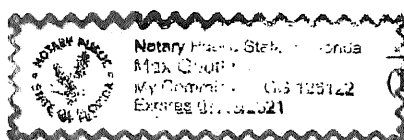
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: MICHAEL SWENEY

The foregoing instrument was sworn to, subscribed and acknowledged before me this 2<sup>ND</sup> day of MAY, 20 18, by MICHAEL ARAN SWENEY [ ] who is personally known to me or [ ☒ ] who has produced FL/DL Exp. 8/6/22 as identification and who did take an oath.

[Signature]  
Notary Public



Max Gauthier  
(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large



My Commission Expires: 07/19/21



**EXHIBIT "A"**

**PROPERTY**

35-43-42, MODEL LAND CO SUB

E 329.17 FT OF SLY 149.72 FT OF TR 9/ LESS W 65 FT OF S 140 FT, E 165 FT OF S 140 FT & W 84.17 FT OF E 249.17 FT OF S 130 FT.

PCN: 00-42-43-35-01-009-0040

**SCHEDULE TO BENEFICIAL  
INTERESTS IN**

NAME	ADDRESS	PERCENTAGE OF INTEREST
Michael Sweeney	426 SE 17 <sup>th</sup> Terr Deerfield Beach	50%
Janet McMillan - Young	426 SE 17 <sup>th</sup> Terr Deerfield Beach	50%

FW 33441