

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2018	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$20,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$20,000)	=====	=====	=====	=====
# 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: H07935

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

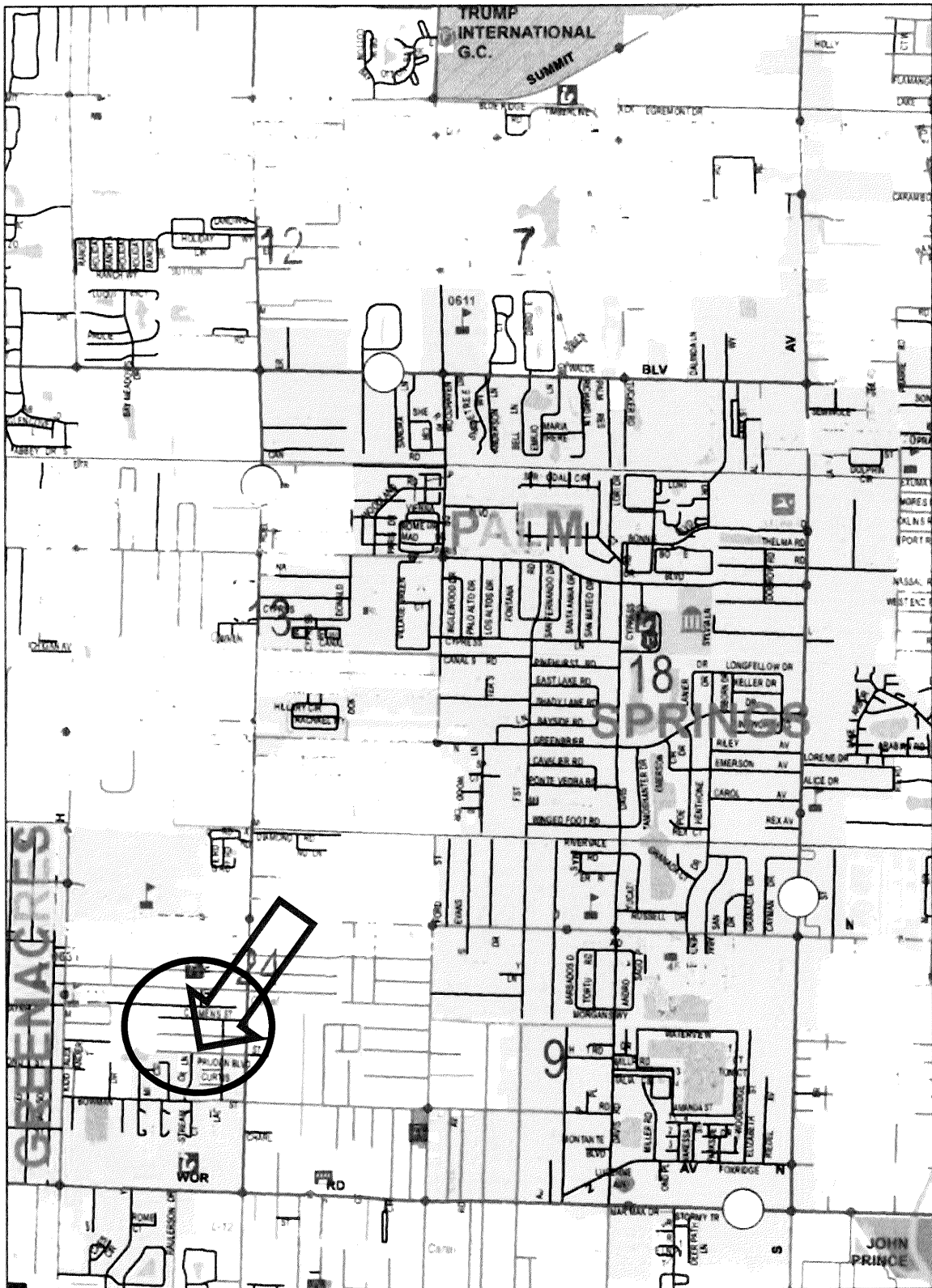
Assistant County Attorney

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 April 26, 2018, two (2) bids were received from: Juan Guillermo Escobar who offered \$10,000 and M&M Investment Associates, LLC who offered \$20,000. Mr. Escobar withdrew his offer and on May 3, 2018 his \$1,000 deposit check was returned. M&M Investment Associates LLC provided the attached Disclosure of Beneficial Interests which identifies Jose A. Marin as having 51% ownership interest and Maria I. Monge as having 49% ownership interest in M&M Investment Associates, LLC.



LOCATION MAP



ATTACHMENT NO. 2
Resolution w/ EV A & EVB
(19 pages)

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO M&M INVESTMENT ASSOCIATES, LLC, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), 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 .06 acres located north of Springfield Street and west of Military Trail in Lake Worth, 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 four thousand and no/100 dollars (\$4,000.00) 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 received notice from three (3) adjacent property owners of their desire to purchase such property; and

WHEREAS, the County received sealed bids from two (2) property owners and wishes to convey the property to the highest bidder; and

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

WHEREAS, pursuant to Florida Statute Section 270.11, M&M Investment Associations, 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 M&M Investment Associations, LLC, for Twenty Thousand and No/100 Dollars (\$20,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase, Exhibit "A", and the County Deed, Exhibit "B", attached hereto 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

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: M & M Investment Associates, LLC.
NAME (as you want it to appear on deed)

ADDRESS: 14177 77th Place North
Loxahatchee FL. 33470

47-39292338

(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 Twenty Thousand (\$ 20,000.00) 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: Two Thousand (\$2,000.00) 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 Eighteen Thousand (\$ 18,000.00) 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 60 days of the Effective Date of this Agreement. The following are additional details of closing:

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

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

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

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

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

5. A: Condition of the Property: The Buyer acknowledges that Buyer 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 recording 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.

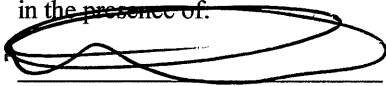
24. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed 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)

Michelle Mendez

(Print name)



(Witness)

Crystal Blake

(Print name)

Date of Execution by Buyer:

05/22, 2018

By:



NAME: Jose A. Marin

TITLE: Manager

("Buyer")

(SEAL) OR

(SEAL) (corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Date of Execution by Seller:

_____, 20____

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

By: _____
Melissa McKinlay, Mayor

("Seller")

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

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

LEGAL DESCRIPTION

**KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA**

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

COUNTY DEED

PREPARED BY AND RETURN TO:

PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-44-24-10-000-0930

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 _____, " _____".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars 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:

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED
IN PLAT BOOK 3, PAGES 44 AND 45, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

THE ABOVE BEING THE REAL PROPERTY DESCRIBED
UNDER TAX CERTIFICATE NUMBER 7804 IN THE TAX DEED
RECORDED IN OFFICIAL RECORD BOOK 28160, PAGE 0629,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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)

G:\PREMPM\Dispositions\Kenwood Lot 93\Agreement. hf app 3-23-2018.docx

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

AS-IS ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this 22 day of May, 2018 by M & M Investment Associates 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 May 22, 2018 (Resolution No. R-) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of twenty thousand (\$ 20,000), 0.06 acres of surplus land located on Springfield Street, Lake Worth, in unincorporated 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 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

Michelle Mendez


Print Name



Witness Signature

Reggie Williams

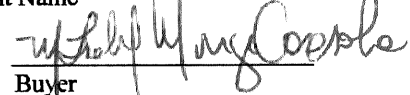
Print Name

By: 

Buyer

José Marin

Print Name

By: 

Buyer

Maria I. Monge Casasola

Print Name

EXHIBIT "A"

LEGAL DESCRIPTION

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA

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, _____
Jose A. Marin, hereinafter referred to as "Affiant", who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager (position - i.e. president, partner,
trustee) of M & M Investment Associates 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: 14177 77th, Place North,
Loxahatchee, FL. 33470

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.

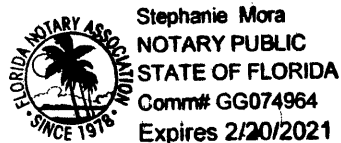
4. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

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.

Jose Marin, Affiant
Print Affiant Name: Jose A. Marin

The foregoing instrument was sworn to, subscribed and acknowledged before me this ____
22 day of may, 20 18, by Jose Marin
Manager [✓] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.



Stephanie Mora
Notary Public

Stephanie Mora
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 2/20/2021

EXHIBIT “A”

PROPERTY

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA

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

NAME	ADDRESS	PERCENTAGE OF INTEREST
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Page 1 of 1

EXHIBIT “B”
COUNTY DEED

PREPARED BY AND RETURN TO:

PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-44-24-10-000-0930
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 _____, " _____".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars 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:

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED
IN PLAT BOOK 3, PAGES 44 AND 45, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA
THE ABOVE BEING THE REAL PROPERTY DESCRIBED
UNDER TAX CERTIFICATE NUMBER 7804 IN THE TAX DEED
RECORDED IN OFFICIAL RECORD BOOK 28160, PAGE 0629,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

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

By: _____
Melissa McKinlay, Mayor

(OFFICIAL SEAL)

ATTACHMENT NO. 3
Deposit Receipt and Contract for
Sale and Purchase
w/ M A, M B, M C, & M D
(14 pages)

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: M & M Investment Associates, LLC.
NAME (as you want it to appear on deed)

ADDRESS: 14177 77th Place North
Loxahatchee FL. 33470

47-39292338

(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 Twenty Thousand (\$ 20,000.00) 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: Two Thousand (\$2,000.00) 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 Eighteen Thousand (\$ 18,000.00) 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 60 days of the Effective Date of this Agreement. The following are additional details of closing:

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

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

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

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

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

5. A: Condition of the Property: The Buyer acknowledges that Buyer 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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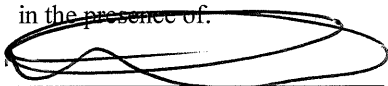
EXHIBIT “A”
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

LEGAL DESCRIPTION

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA

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)

Michelle Mendez

(Print name)



(Witness)

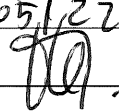
Crystal Blake

(Print name)

Date of Execution by Buyer:

05/22, 2018

By:



NAME: Jose A. Marin

TITLE: 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 “B”
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE
COUNTY DEED

PREPARED BY AND RETURN TO:

PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-44-24-10-000-0930
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 (\$10.00) Dollars 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:

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED
IN PLAT BOOK 3, PAGES 44 AND 45, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA
THE ABOVE BEING THE REAL PROPERTY DESCRIBED
UNDER TAX CERTIFICATE NUMBER 7804 IN THE TAX DEED
RECORDED IN OFFICIAL RECORD BOOK 28160, PAGE 0629,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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 22 day of May, 2018 by M & M Investment Associates LLC ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

W I T N E S S E T H:

WHEREAS, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated May 22, 2018 (Resolution No. R-) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of twenty thousand (\$ 20,000), 0.06 acres of surplus land located on Springfield Street, Lake Worth, in unincorporated 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 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:



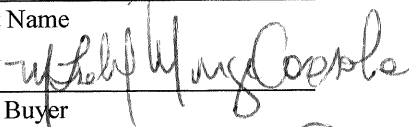
Witness Signature
Michelle Mendez
Print Name



Witness Signature
Reggie Williams
Print Name

By: 

Buyer
Jose Marin
Print Name

By: 

Buyer
Maria J. Monge Casasola
Print Name

EXHIBIT “A”

LEGAL DESCRIPTION

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA

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, _____
Jose A. Marin, hereinafter referred to as "Affiant", who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager (position - i.e. president, partner,
trustee) of M & M Investment Associates 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: 14177 77th. Place North,
Loxahatchee, FL. 33470

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.

Jose A. Marin, Affiant
Print Affiant Name: Jose A. Marin

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
22 day of may, 20 19, by Jose Marin
Manager ☒ who is personally known to me or ☐ who has
produced _____ as identification and who did take an oath.



Stephanie Mora
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG074964
Expires 2/20/2021

Stephanie Mora
Notary Public

Stephanie Mora
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 2/20/2021

EXHIBIT "A"

PROPERTY

**KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA**

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

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

Jose A. Marin 14177 77th Pl North, Lox FL. 33470 ~~100%~~ 51% J.M.

Maria I Monge. 14177 77th Pl N, Lox FL 33470 49% M J.M.

ATTACHMENT NO. 4
County Deed
(1 pg)

PREPARED BY AND RETURN TO:
Richard Bogatin, Manager Property Management,
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-44-24-10-000-0930

Closing Date: _____

Purchase Price: \$20,000.00

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 **M&M INVESTMENT ASSOCIATES, LLC**, a Florida limited liability company, whose legal mailing address is 14177 77th Place North, Loxahatchee, Florida 33470, "Grantee".

W I T N E S S E T H:

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

KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED
IN PLAT BOOK 3, PAGES 44 AND 45, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA
THE ABOVE BEING THE REAL PROPERTY DESCRIBED
UNDER TAX CERTIFICATE NUMBER 7804 IN THE TAX DEED
RECORDED IN OFFICIAL RECORD BOOK 28160, PAGE 0629,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Melissa McKinlay, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

(OFFICIAL SEAL)

ATTACHMENT NO. 5
Disclosure of Beneficial Interests w/KA+B
(3 pags)

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, _____
Jose A. Marin, hereinafter referred to as "Affiant", who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager (position - i.e. president, partner,
trustee) of M & M Investment Associates 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: 14177 77th, Place North,
Loxahatchee, FL. 33470

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.

Jose A. Marin, Affiant
Print Affiant Name: Jose A. Marin

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
22 day of may, 20 19, by Jose Marin
Manager [☒] who is personally known to me or [☐] who has
produced _____ as identification and who did take an oath.



Stephanie Mora
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG074964
Expires 2/20/2021

Stephanie Mora
Notary Public

Stephanie Mora
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 2/20/2021

EXHIBIT "A"

PROPERTY

**KENWOOD LT 93 OF THE PLAT OF KENWOOD AS RECORDED IN PLAT BOOK
3, PAGES 44 AND 45 OF THE PUBLIC RECORD OF PALM BEACH COUNTY,
FLORIDA**

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

NAME	ADDRESS	PERCENTAGE OF INTEREST
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Page 1 of 1