



# **Planning & Zoning**

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications @wellingtonfl.gov

### PART 1: PLANNING AND ZONING GENERAL APPLICATION

(Completed Part 1 and 2 of the Application is required)

INSTRUCTIONS:						
1. Date of required pre-application	n meeting:	_				
Please complete all questions on the application. If not applicable, indicate with N/A.  Provide required attachments as shown on the checklist (Part 2)						
	as snown on the checklist (Part 2) request (Must complete Part 2 of the	application	specific to your request):			
□ Administrative Appeal □ Administrative Variance □ Annexation □ Architectural Review Board □ Comprehensive Plan Amendment □ Conditional Use/Compatibility Determination  Multiple requests may be selected.		Sub  Spe Unit Con Vari	ing Text Amendment			
with a completed Part 1: Planning and Zoning General Application.  Application Fee: \$ (Total fee for all requests)  (Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)						
I. PROP	ERTY OWNER AND AGENT INFORM	MATION				
Property Owner(s) of Record:						
Address:	City:	ST:	Zip:			
Phone:	Cell:					
Email Address:		·				
Applicant (if other than owner):						
Address:	City:	ST:	Zip:			
Phone:	Cell:					
Email Address:						
Agent & Company Name:						
Address:	City:	ST:	Zip:			
Phone:	Cell:					
Email Address:						
Consultants: If applicable to the requ	uest, please attach a separate list of	all consult	ants that will provide			

Authorization or Power of Attorney must be attached if applicant is other than owner.

type of professional service provided.

information on this request. Include the name, address, telephone number, and fax number as well as the

	II. REQUEST				
Α.	Describe type of request:				
	III. PROPERTY LOCATION				
A.	Is the subject property located within one mile of another municipality? [ ] yes [ ] no				
	If 'yes' please specify:				
B.	Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.  PCN:				
C.	Total Acreage of Subject Property				
D.	Project Name:				
E.	Project Address:				
F.	General Location Description (proximity to closest major intersection in miles or fractions thereof):				
	IV. LAND USE AND ZONING INFORMATION				
A.	Zoning Designation: Future Land Use Designation:				
В.	Existing Use(s) on Property:				
C.	Proposed Use(s):				
D.	Do you have a Zoning Confirmation for this project? If so, please attach				
	V. COMPLIANCE  (Attach additional sheets if necessary)				
A.	Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?				
	yes [ ] no. If no, please explain:				
В.	Code Enforcement Case Number(s)				
C.	Report on the status of all previous conditions of approval:				

### VI. PROJECT HISTORY

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number

### VII. ADJACENT PROPERTIES

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE				
NORTH				
SOUTH				
EAST				
WEST				

# VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

I/We, the aforementioned owner(s), do hereby give consent to (Agent/Representatives Name)  Richard 'Chip' Carlson Jr., P.A. & Jennifer Vail, WGI to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms or conditions that may arise as part of the Signature(s) of Owner(s):  Print Name(s):  Roger Fina - Village Professional Park, LLC
NOTARY
STATE OF Slanda COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this
(Signature of Notary)  (Normal Must be hard a size of Florio (NOTARY'S SEAL OR STAMP)  My Commission Expires:  (NOTARY'S SEAL OR STAMP)  DEBRA L. YANES  My Commissions Sep 25, 201
(Name – Must be typed, printed, or stamped)  (NoTARY 3 SEAL OR STAIN )  Commission # FF 163639

FL-DL

#### IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Print Name(s):  Jennifer Vail - Wantman Group, Inc.
NOTARY
COUNTY OF PRIMITED THE foregoing instrument was acknowledged before me this 17th day of August, 2015 by  He/She is personally known to me or has produced
as identification and did/did not take an oath.  My Commission Expires: 3-1-(8)  Signature of Notary)  (NOTARY'S SEAL OR STANKBY LITTLE  NAME – Must be typed, printed, or stamped)  (NOTARY SEAL OR STANKBY LITTLE  NOTARY PUBLIC  STATE OF FLORIDA

Comm# FF108252 Expires 3/31/2018



STAFF USE ONLY	
Intake Date:	
By:	
Petition #	

# **PART 2: ANNEXATION**

#### I. **SUBMITTAL CHECKLIST**

_				_	
	PLEA YES	SE CHE NO	ECK N/A		
				a.	Provide five (5) copies of the following items:
					1. Completed application (Part 1 and Part 2).
					2. All warranty deeds including property control numbers or folio numbers and legal descriptions of each property.
					3. Justification statement attached to application.
					<ol> <li>Survey (not more than a year old) including any and all easements of record referenced by OR Book and Page, signed and sealed by a surveyor registered in the State of Florida.</li> </ol>
				b.	Application fees.
				C.	Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title and legal description in Word format.
				d.	Concept master plan (24" x 36" folded) which details, in graphic and tabular form, at a minimum, the following: land use, site design, proposed building envelopes, on-site vehicle use areas, access, drainage features, preservation areas, easements, lot configuration, landscape buffer areas, roadways or any parcels of land to be dedicated to Wellington.
				e.	A list and tax map of all property owners within a five hundred (500) foot radius of boundary lines of the subject property(s) from the most recent tax roll information as provided by the Palm Beach County Property Appraiser's Office.
				f.	Three (3) sets of POSTAGE PAID envelopes with the typed names of the owners within a five hundred (500) foot radius of the boundary lines of the subject property, Wellington's return address and completed certified mail cards required.
				g.	Executed affidavit signed by the person responsible for completing the property owner list.

# II. JUSTIFICATION STATEMENT (Attach five (5) copies to application)

The applicant shall provide a written Justification Statement to explain how the request conforms to the following:

- A. That the area in question meets statutory requirements pertaining to contiguity, compactness and irregular shape.
- B. That the petitioned area must have a "unity of interests with Wellington" and be "logical extension" of Wellington's boundaries.
- C. That the area shall have a growth potential sufficient to warrant the extension of services.
- D. That the deficit of income against expense to Wellington shall not be unreasonable.
- E. That the advantages both to Wellington and to the petitioned area must outweigh the disadvantages.
- F. That Wellington must be willing and able to provide Wellington services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.

# V. NOTICE AFFIDAVIT teve Gra Before me this day personally appeared duly sworn, deposes and says: 1. The accompanying Property Owners List is, to the best of his/her knowledge, a complete and accurate list of all property owners, mailing addresses and property control numbers as recorded in the latest official tax rolls of the Palm Beach County Property Appraiser for all property within five hundred (500) feet of the below described parcel of land. 2. The accompanying Property Owners List included, to the best of his/her knowledge, all affected municipalities and/or counties, in accordance with Wellington notice requirements and/or policies. 3. A tax map highlighting the properties located within five hundred feet of the parcel of land that is the subject of the request is attached as part of this application. The accompanying Property Owner's list contains the required information for all properties highlighted on the tax map. Public notice, which is his/her obligation to provide, will be in accordance with Wellington 4. requirements. The property in question is: [ ] legally described as follows [ \sqrt{see} attached legal description Signature Print, type or stamp name here NOTARY STATE OF The foregoing instrument was acknowledged before me this \_\_ who is personally known to me or has as identification and who did/did not take an produced oath. person taking Acknowledgement My Commission Expires: 3-31-18



# JUSTIFICATION STATEMENT Village Professional Park, LLC Annexation Village of Wellington, Florida

Initial Submittal: August 13, 2015

#### **REQUEST**

Village Professional Park, LLC, a Florida limited liability company, ("Owner") is requesting that the Village of Wellington annex property that is currently in unincorporated Palm Beach County, located approximately 600 feet west of State Road 7, and 2,500 feet north of Forest Hill Blvd. The subject property is identified by the Property Control Number 00-42-43-27-05-018-0110 ("Property").

### SITE CHARACTERISTICS AND SURROUNDING USES

The Property is vacant and is approximately 10.5 acres. The existing Palm Beach County Zoning District is PO (Public Ownership) with a Future Land Use designation of LR-2 (Low Residential, 2 units per acre). The following describes the surrounding uses:

	SUBDIVISION/USE	EXISTING USE	FLU	ZONING
NORTH	Vacant	Vacant	LR-2 (PB County)	AR (PB County)
SOUTH	Vacant	Vacant	MXD	MUPD
EAST	Storage/Warehouse	Storage/Warehouse	CH (PB County)	MUPD (PB County)
WEST	Vacant/Retention Lake	Vacant/Retention Lake	MXD	MUPD

### **PROJECT HISTORY**

On November 6, 1973 the property was approved for a rezoning from AG (Agricultural District) to PO (Public Ownership District). No other development orders have been issued on the Property.

### **CONFORMANCE**

The Village of Wellington identifies certain criteria that the request must conform to when reviewing an Annexation application. The following are the Applicant's responses to these standards:

A. That the area in question meets statutory requirements pertaining to contiguity, compactness and irregular shape.

The contiguous land to the west and south of the Property are within the municipal limits of Wellington. This annexation will extend the existing boundary of Wellington approximately 660 feet north and 660 feet east, essentially shifting what is currently a compact boundary. The annexed area, being the addition of essentially a square, is not irregular in shape.

B. That the petitioned area must have a "unity of interests with Wellington" and be "logical extension" of Wellington's boundaries.

The Property is subject of a requirement agreed upon by Wellington and Palm Beach County that the Property be annexed into the Village, and that all development orders on the Property be issued by the Village. At the behest of Wellington, this requirement was included in the agreement by which the Owner acquired the Property from the County and provides specifically:

"ANNEXATION OF THE PROPERTY: The Buyer acknowledges that the Property has been identified for future annexation into the Village of Wellington and agrees to consent to the Property being annexed into the municipal boundary of the Village of Wellington. Application for all required development approvals are to be submitted and processed through the Village of Wellington. The foregoing shall survive closing." (Paragraph 7, Deposit Receipt and Contract for Sale and Purchase, approved by Palm Beach County by Resolution No. R-2015-0234, February 3, 2015).

### C. That the area shall have a growth potential sufficient to warrant the extension of services.

The Owner proposes to include the Property as a portion of the currently-approved MUPD lying south and west of the Property, and amend that MUPD to an MXPD. Being in close proximity to existing commercial and institutional development, the Property has significant growth potential. The Property is within the newly-extended Acme Improvement District, which has drainage and utility services within approximately 700 feet of the Property and which are able to serve the Property. Services will be extended as part of the development of the MXPD.

D. That the deficit of income against expense to Wellington shall not be unreasonable.

The Property will have tax benefits to the Village comparable to other institutional uses found throughout the Village, and which are certainly reasonable tax generators for the Village.

E. That the advantages both to Wellington and to the petitioned area must outweigh the disadvantages.

By including the Property in the municipal limits, Wellington will control the land use and zoning on the Property. By including the Property in the mixed-use development to the south and west of the Property, the Property enjoys the benefits of being part of a master-planned community.

F. That Wellington must be willing and able to provide Wellington services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.

As noted above, Acme Improvement District recently acquired jurisdiction over the Property. Acme has drainage facilities available to the Property through Acme's canal system. Water and sewer facilities are located within 700 feet of the Property, and adjacent to the project that the Owner proposes to include this Property in. Other municipal services are provided to nearby properties, including the Wellington Regional Medical Center to the south, Wellington Reserve Office Park approximately 660 feet north of the Property, Black Diamond and Wellington's Edge, both of which are approximately 1300 feet to the west of the Property.

### **CONCLUSION**

The Property meets all statutory requirements for annexation and the Owner respectfully requests the annexation of the Property.

AST GUARANTY & TITLE, INC. 824 U.S. Highway 1, Suite 345

North Palm Beach, Florida 33408

2015 02008 PREPARED BY AND RETURN TO: Margaret Jackson, Contract Analyst PALM BEACH COUNTY PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633\Vista Parkway

West Ralm Beach, FL 33411-5605

PCN: 90-42-43-27-05-018-01 Closing Date: 3/30/301.5 Purchase Price\$1,150,000,00

CFN 20150128624 27457 PG 0001 RECORDED 04/10/2015 09:36:38 Palm Beach County, Florida ART 1, 150, 000.00 Doc Stamp 8,050.00 Sharon R. Bock, CLERK & COMPTROLLER Pgs 0001 - 2; (2pgs)

**COUNTY DEED** 

1

COUNTY DEED, made Fb 3, 2015 , 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 33415-5605, "County", and Village Professional Park, LLC, a Florida limited liability company, whose legal mailing address is 10321 West Atlantic Avenue, Delray Beach, Florida 33446, "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;

See Exhibit "A" attached hereto and made a part hereof.

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. BO.

Deputy Cl

AND LEGAL

ounty Attorney

PALM BEACH COUNTY, a political

subdivision of the State of Florida

Shelley Vana, Mayor

(OFFICIAL SEAL)

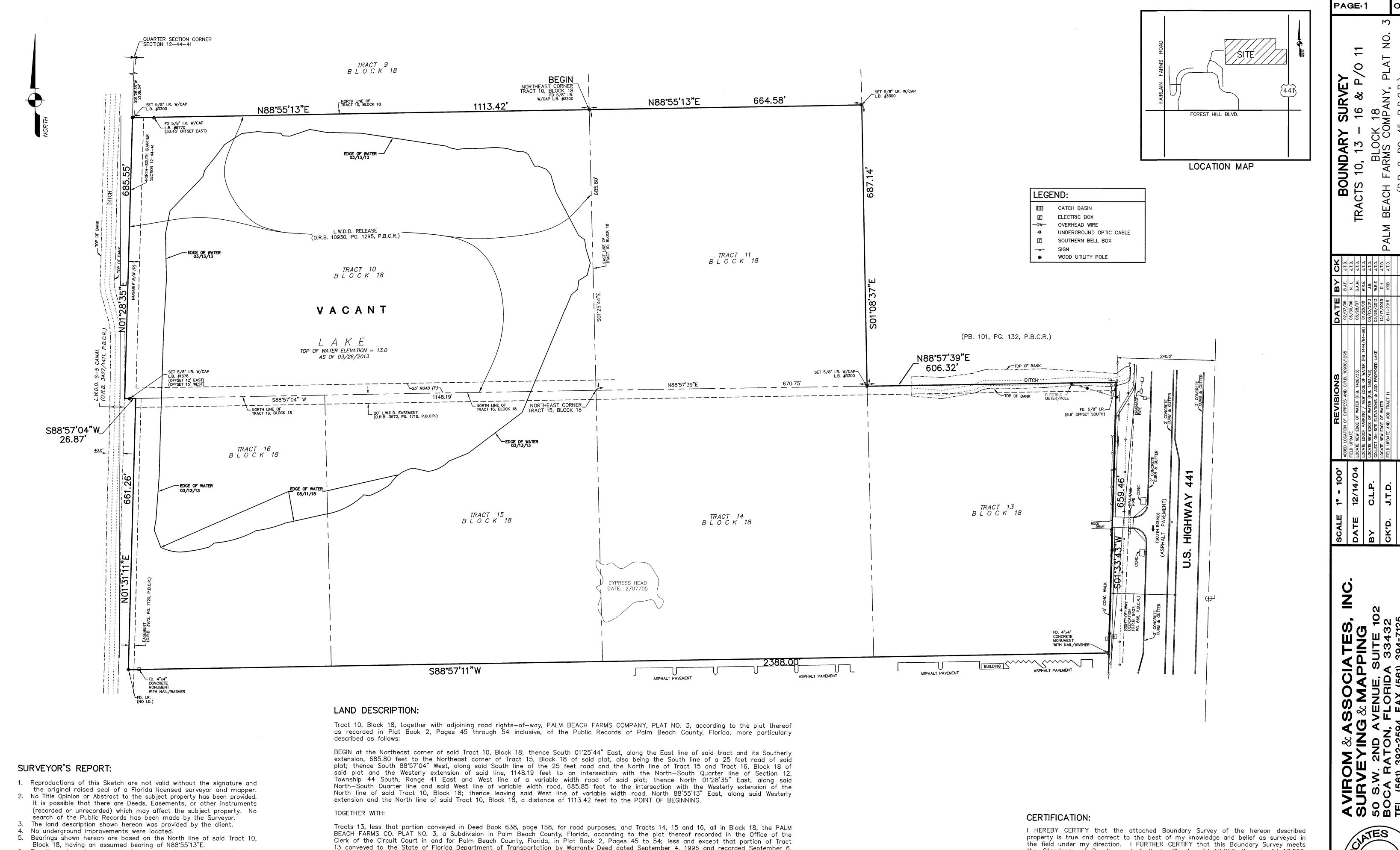
### Exhibit "A"

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 1 of the Public Records of Palm Beach County, Florida.

PCN: 00-42-43-27-05-018-0110

### LEGAL DESCRIPTION:

Tract 11, Block 18, PALM BEACH COUNTY FARMS COMPANY PLAT No. 3, as recorded in Plat Book 2, Pages 45 to 54 of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817, in the Tax Deed recorded in Deed Book 987, Page 11, of the Public records of Palm Beach County, Florida.



13 conveyed to the State of Florida Department of Transportation by Warranty Deed dated September 4, 1996 and recorded September 6,

Tract 11, Block 18, PALM BEACH COUNTY FARMS COMPANY PLAT No. 3, as recorded in Plat Book 2, Pages 45 to 54 of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817, in the Tax Deed recorded in

1996 in Official Records Book 9427, page 665 of the Public Records of Palm Beach County, Florida.

Deed Book 987, Page 11, of the Public records of Palm Beach County, Florida.

Containing 2,806,600 square feet (64.4306 acres) more or less as described above.

TOGETHER WITH:

Block 18, having an assumed bearing of N88°55'13"E.

Verical Datum of 1929 (NGVD 1929).

Drainage District; P/O = Portion of.

9. Site Plan was provided by the client.

Brass Disc stamped "BARRETT" (EL.=19.61')

6. Elevations shown hereon are in feet and based on the National Geodetic

7. Benchmark Reference: Palm Beach County Engineering Department

8. Abbreviation Legend: C.B.S.= Concrete, Block & Stucco; conc.= Concrete; FD.= Found; I.R.= Iron Rod; L.B.= Licensed Business; P.B.= Plat Book;

P.B.C.R.= Palm Beach County Records; PG.= Page; P.L.S.= Professional

Land Surveyor; R/W= Right-of-Way; P.= Per Plat; L.W.D.D.= Lake Worth

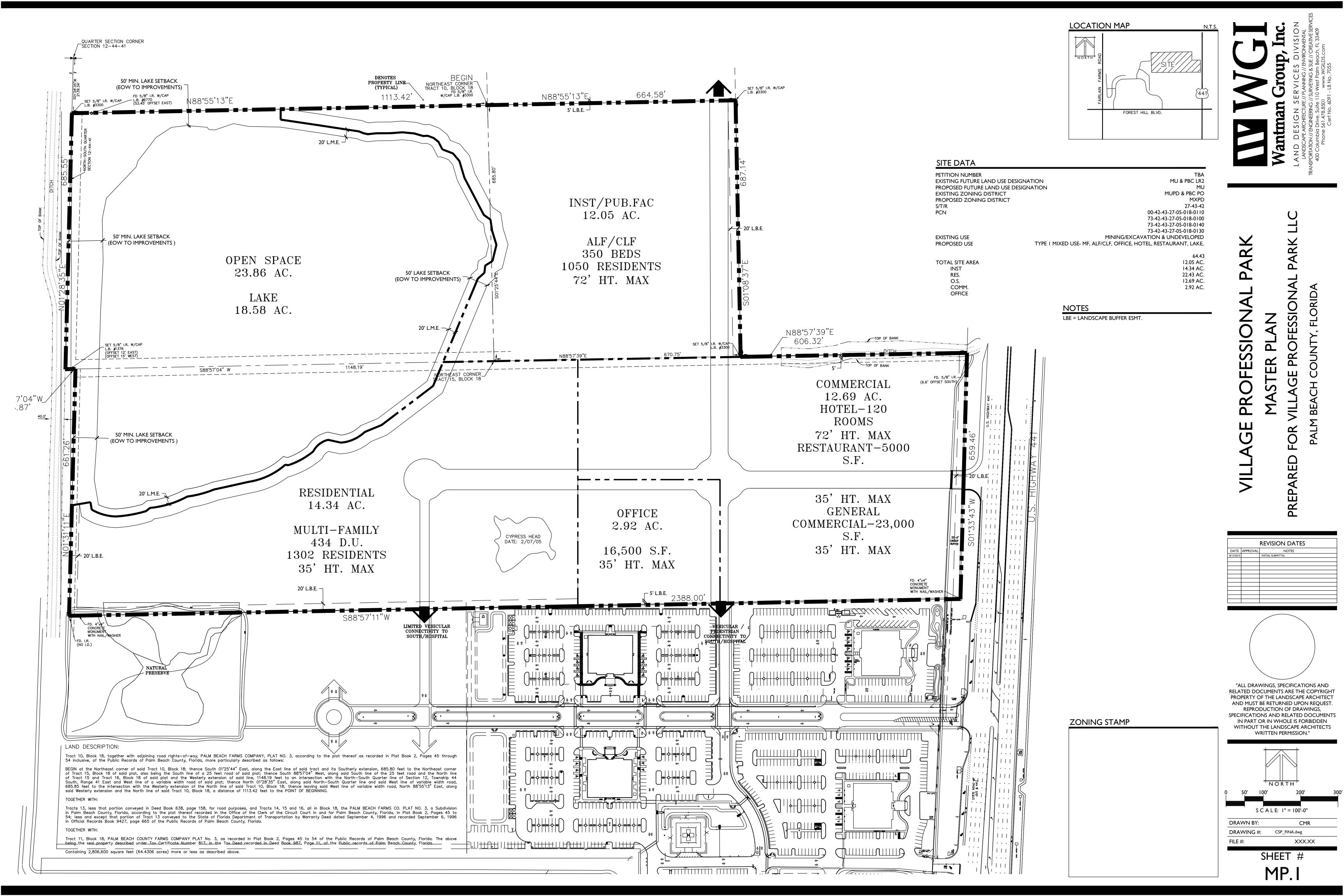
OF: 1

AVIROM & ASSOCIATES, INC. ALL AVIROM & ASSOCIATES, INC. AND SHOULD PROPERTY OF THE PRO

property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5J—17.050 through 5J—17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



JOHN T. DOOGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC. L.B. No. 3300



# R 2 0 1 5 4 0 2 3 4 DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made FEB 0 3 2015, by and between the Seller and the Buyer as follows:

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

ADDRESS: Property and Real Estate Management

2633 Vista Parkway

West Palm Beach, FL 33411-5605

BUYER: Village Professional Park, LLC, a Florida limited liability company

NAME (as you want it to appear on deed)

ADDRESS: 10321 West Atlantic Avenue

Delray Beach, Florida 33446

20-4034807

(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

(Social Security Numbers are to be provided separately and will be kept confidentially at the PREM office.)

1. <u>AGREEMENT TO SELL</u>: 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. <u>PURCHASE PRICE</u>: The purchase price of the Property shall be <u>One Million</u> <u>One Hundred Fifty Thousand Dollars and 00/100 (\$1,150,000.00)</u> and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:
- A. <u>Deposit</u>: Buyer deposits herewith: <u>One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00)</u> representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.
- B. <u>Balance</u>: The balance of the purchase price in the amount of <u>One Million Thirty-Five Thousand Dollars and 00/100 (\$1,035,000.00)</u> 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. <u>CLOSING</u>: This Agreement shall be closed and the deed delivered within the later of 45 days of the Effective Date of this Agreement, or satisfaction of the Contingencies to Closing, Exhibit "B" attached hereto and made a part hereof (if any), but in no event later than 18 months after the Effective Date of this Agreement. The following are additional details of closing:
- A: <u>Time and Place</u>: 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. <u>Conveyance</u>: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "C" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of



any kind whatsoever. Buyer acknowledges that Seller is selling the property without making any representation or warranty regarding access to the Property, the sufficiency of access to the Property for development purposes, or Buyer's ability to obtain access to the Property suitable for development of the Property. 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: <u>Expenses</u>: The Buyer shall pay all costs of closing, and any other costs associated with this sale except Seller shall pay the cost of the owner's title insurance policy in the amount of the Purchase Price. Buyer and Seller shall each execute closing statements prepared in accordance with the terms hereof.
- 4. <u>EVIDENCE OF TITLE:</u> 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 that do not render title unmarketable. Buyer agrees that for purposes of this Agreement the limitations regarding access to and from the Property shall not render title unmarketable.

Within fifteen (15) days after the Effective Date of this Agreement, Seller shall deliver to Buyer an owner's title insurance commitment issued by Chicago Title Insurance Company, together with legible copies of all exceptions to coverage reflected therein, agreeing to issue to the Buyer upon the recording of the County Deed to the Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the Buyer to the Property subject to an exception to coverage for the right of access to and from the Property, and subject to all matters of record. The cost of said commitment and policy and any premium therefor shall be borne by Seller.

Buyer shall have ten (10) days after receipt from Seller of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any matter that renders the title unmarketable (unrelated to access), Buyer shall have the right to terminate the Agreement. If Buyer does not terminate the Agreement by the end of the ten (10) day review period, Buyer shall be deemed to have accepted the condition of title to the Property.

- 5. <u>REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES</u>: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.
- 6. A: <u>CONDITION OF THE PROPERTY</u>: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "<u>AS IS CONDITION</u>" 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, access 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, access, 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 "D" 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.
- 7. ANNEXATION OF THE PROPERTY: The Buyer acknowledges that the Property has been identified for future annexation into the Village of Wellington and agrees to consent to the Property being annexed into the municipal boundary of the Village of Wellington. Application for all required development approvals for the Property are to be submitted and processed through the Village of Wellington. The foregoing shall survive closing.
- 8. <u>BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS</u>: 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 "E" (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.
- 9. <u>RISK OF LOSS</u>: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.
- 10. <u>DEFAULT</u>: 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.
- 11. <u>SUCCESSORS</u>: 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.



- 12. <u>RECORDING</u>: 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.
- 13. <u>ASSIGNMENT</u>: 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.
- 14. <u>TIME OF THE ESSENCE</u>: Time is of the essence in the performance of this Agreement.
- 15. <u>AMENDMENTS</u>: 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.
- 16. <u>SURVIVAL</u>: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.
- 17. <u>BROKERS & COMMISSIONS</u>: 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.
- 18. <u>NOTICES</u>: 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.
- 19. <u>CHOICE OF LAW AND CONSTRUCTION</u>: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. 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.

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

Pursuant to Resolution R-2014-1421, as may be amended, Buyer has either provided a copy of Buyer's non-discrimination policy which is consistent with the policy of Palm Beach

4

County stated above, or has provided a signed statement statement affirming Buyer's non-discrimination policy is in conformance with Palm Beach County's policy.

- 22. <u>NO THIRD PARTY BENEFICIARY</u>: 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.
- 23. <u>HEADINGS</u>: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.
- 24. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
- 25. <u>EFFECTIVE DATE OF AGREEMENT</u>: 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.
- 26. <u>DISCLAIMER</u>: All documents and information provided by Seller related to RFP 2014-103-MJ, whether said documents and information are written, oral or otherwise, are provided solely as an accommodation and for informational purposes only, and Seller has not made any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. Seller shall have no liability whatsoever and Buyer hereby releases Seller from any and all liability relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

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	Date of Execution by Buyer:
in the presence of:	Jan 13 ,2015
(Witness)  (Witness)  (Witness)  (Witness)  (Witness)  (Print name)	Village Professional Park, LLC, a Florida limited liability company  By:  NAME: Roger Fina  TITLE: It's Manager  ("Buyer")
	(SEAL)
SHARON R. BOCK CLERK & COMPTRONLER  Deputy Clerk	PALM BEACH COUNTY, a political subdivision of the State of Florida  By:  Shelley Vana, Mayor  ("Seller")
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Assistant County Attorney	By: Department Director

G:\PREM\RFP\2014\Wellington Parcels\Agreement.1-9-2015.hf app 1-12-2015.docx



### **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.



# EXHIBIT "B"

# CONTINGENCIES TO CLOSING (if any)

**NONE** 



# EXHIBIT "C"

### **COUNTY DEED**

PREPARED BY AND RETURN TO:	
PALM BEACH COUNTY PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633 Vista Parkway West Palm Beach, FL 33411-5605	N
PCN: Closing Date: Purchase Price:	
	UNTY DEED
BEACH COUNTY, a political subdiaddress is 301 North Olive Avenue,	by PALM ivision of the State of Florida, whose legal mailing West Palm Beach, Florida, 33401-4791, "County", whose legal mailing address in".
WI	TNESSETH:
That County, for and in cons (\$10.00) to it in hand paid byacknowledged, has granted, bargained assigns forever, the following described Florida:	ideration of the sum of Ten and 00/100 Dollar, the receipt whereof is hereby and sold to, its successors and bed land lying and being in Palm Beach County
See Exhibit "A"	attached hereto and made a part hereof.
three-fourths (¾) interest in, and title is all the phosphate, minerals, and metals an undivided one-half (½) interest in a land. The aforementioned reservation shall not include, and County hereby	ounty, its successors and assigns, an undivided in and to an undivided three-fourths (¾) interest in that are or may be in, on, or under the said land and all petroleum that is or may be in, on, or under said of phosphate, mineral, metals and petroleum rights expressly releases, any and all rights of entry and hosphate, mineral, metals and petroleum rights.
	ounty has caused these presents to be executed in its sioners acting by the Mayor or Vice Mayor of said
ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Shelley Vana, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	(OFFICIAL SEAL)
By: Assistant County Attorney	

### Exhibit "A"

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

### **EXHIBIT "D"**

### "AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this	day of,
20 by	("Buyer")
to PALM BEACH COUNTY, FLORIDA, a political su	bdivision of the State of Florida
("Seller").	
WITNESSETH:	
WHEREAS, Buyer and Seller have entered into	that certain Deposit Receipt and
Contract for Sale and Purchase dated	, 20 (Resolution No.
R (the "Agreement") whereby Seller agreement	eed to sell and Buyer agreed to
buy, for the sum of	(\$),
acre(s) of surplus land in	located in
Section 12, Township 44, Range 41, Palm Beach C	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, access 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.

in the presence of:

Witness Signature

By:
Buyer

Print Name

By:
Buyer

Print Name

Print Name

Print Name

Print Name

G:\PREM\STANDARD DOCUMENTS\AS-IS ACKNOWLEDGMENT(04-2006).DOC

Signed, sealed and delivered

### **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

### **EXHIBIT "E"**

### **DISCLOSURE OF BENEFICIAL INTERESTS**

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

STATE OF FLORIDA COUNTY OF PALM BEACH

day personally appeared,ed to as "Affiant", who being by me
lows:
_(position - i.e. president, partner, entity - i.e. ABC Corporation, XYZ to Buyer of the real property legally ).
H FLORIDA
3446
eof, as Exhibit "B" is a complete entity having a five percent (5%) or tage interest of each such person or
iliar with the nature of an oath and of Florida for falsely swearing to
res that Affiant has examined this and belief it is true, correct, and County relating to its sale of the
acknowledged before me this, by Roger C. Fine lly known to me or [1] who has who did take an oath.
Notary Public (Print Notary Name)  NOTARY PUBLIC State of Florida at Large

### **EXHIBIT "A"**

### **PROPERTY**

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

### **EXHIBIT "B"**

0.75 (0.16)

# SCHEDULE TO BENEFICIAL INTERESTS IN (Buyer)

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENT	AGE OF INTEREST		
R040	To Fiva 1044	W. AR AVE	DEIRAY BOX	7133446	100%
7					
		···			
			·····		
				<del></del>	
	$\overline{}$				
			é <sup>k</sup>		
			-	<del></del>	
-			<del>- 4 i.u </del>		
			\		
			<del>\</del>		

# LEGAL DESCRIPTION OF TRACT 11 BLOCK 18, PALM BEACH FARMS COMPANY PLAT NO. 3, TOGETHER WITH 25 FOOT RESERVATION

A PARCEL OF LAND IN PALM BEACH COUNTY, FLORIDA, BEING TRACT 11, BLOCK 18, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICIAL RECORDS OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AT PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE ("PBFARMS COMPANY PLAT NO. 3"), TOGETHER WITH THE 25 FOOT RESERVATION FOR ROAD, DYKE, AND DITCH PURPOSES LYING SOUTH OF AND ADJACENT TO SAID TRACT 11 AND ADJACENT TO TRACT 14, BLOCK 18, OF THE PBFARMS COMPANY PLAT NO. 3; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID TRACT 11; THENCE SOUTH A DISTANCE OF 685.80 FEET ON A LINE HAVING A BEARING OF S01\*25'44"E TO THE NORTHEAST CORNER OF TRACT 15, BLOCK 18, OF PBFARMS COMPANY PLAT NO. 3; THENCE EAST A DISTANCE OF 670.75 FEET ON A LINE HAVING A BEARING OF N88\*57"89"E TO THE NORTHEAST CORNER OF TRACT 14, BLOCK 18, PBFARMS COMPANY PLAT NO. 3; THENCE NORTH A DISTANCE OF 687.14 FEET ON A LINE HAVING A BEARING OF S01\*08'37"E TO THE NORTHEAST CORNER OF SAID TRACT 11; THENCE WEST A DISTANCE OF 664.58 FEET ON A LINE HAVING A BEARING OF N88\*55'13"E TO THE POINT OF BEGINNING.

CONTAINAING 458,332+/- SQUARE FEET; 10.522+/- ACRES.

NOTE: Bearings are based on the North line of Tracts 10 and 11, Block 18, Palm Beach Farms Company Plat No. 3, having an assumed bearing of N88\*55'13"E.

# 

PREPARED BY AND RETURN TO:

Richard W. Carlson, Jr., Esq. 2377 Crawford Court Lantana. FL 33462-2511

THEAST GUARANTY & TITLE, INC.

824 U.S. Highway 1, Suite 345

North Palm Beach, Florida 33408 201502008

CFN 20150128625 OR BK 27457 PG 0003 RECORDED 04/10/2015 09:36:38 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0003 - 15; (13pgs)

RECIPROCAL DECLARATION AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL DECLARATION AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 18th day of March , 2015, by and between UNITED DREDGING CORPORATION, INC., a Florida corporation, R & J FARMS, INCORPORATED, A FLORIDA CORPORATION AS TRUSTEE TO THE TURNER LAND TRUST AGREEMENT DATED JUNE 14, 1999, UNITED DREDGING CORPORATION, INC., a Florida corporation and B & T FARMS, INC., a Florida corporation (collectively the "53 ACRE OWNERS"), and VILLAGE PROFESSIONAL PARK, LLC, a Florida limited liability company. (the "VPP"). VPP and 53 ACRE OWNERS are referred to as the "Owners."

### RECITALS

- Α. VPP is acquiring in fee simple owner that certain approximate ten acre tract of real property described as Tract 11, Block 18, Palm Beach Farms Company Plat No. 3, as recorded at Plat Book 2, Pages 45 through 54, inclusive, in the Official Records of the Clerk and Comptroller of Palm Beach County, Florida ("Ten Acre Tract").
- 53 ACRE OWNERS are the joint owners of that certain approximate fifty-three B. acre tract of real property described as Tracts 10, 13, 14, 15, and 16, Block 18, Palm Beach Farms Company Plat No. 3, as recorded at Plat Book 2, Pages 45 through 54, inclusive, in the Official Records of the Clerk and Comptroller of Palm Beach County, Florida ("Fifty-three Acre Tract").
- C. The Ten Acre Tract and the Fifty-three Acre Tract are referred to as the "Properties" and the development thereof as the "Project" or "Development."
- D. The VPP desires to include the Ten Acre Tract as part of a single, unified Project.
- E. The Project will involve singular, shared access to State Road 7 and will involve shared utilities and drainage.

NOW, THEREFOR, in consideration of the above premises and of the covenants herein contained, the Owners hereby declare, covenant, and agree that both the Properties ! and all present and future owners and occupants of both Properties shall be and herebly are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that both said Properties shall be maintained, kept, sold

and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

### **AGREEMENTS**

- 1. <u>Definitions</u>. For purposes hereof:
  - The term "Owner" or "Owners" shall mean the VPP and 53 ACRE OWNERS as to their respective Property, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
  - 1.2 The term "Ten Acre Tract" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Recital "A", above.
  - 1.3 The term "Fifty-three Acre Tract" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described in Recital B, above.
  - 1.4 The term "Permittees" shall mean the tenant(s) or occupant(s) of a Property, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
  - 1.5 The term "Driveway" is that certain access easement area: (1) lying Fifty feet (50') on either side of a line within Tract 13 of the Fifty-three Acre Tract, parallel to the north line of said Tract 13, and having as its east terminus a point lying Three Hundred Eighteen Feet (318') south of the Northeast corner of said Tract 13 as measured along the East boundary of said Tract 13, also being the West right-of-way line of State Road 7/US 441 (referred to as the "Main Entrance Drive"); and (2) lying west of the East boundary of the Ten Acre Tract and the southern prolongation thereof to the south line of the Main Entrance Drive, and having a width of Eighty feet (80') as measured parallel to the North line of said Tract 13, and a South boundary of the western prolongation of the South line of the Main Entrance Drive (referred to as the "North Access Drive"), all as may be relocated or modified by Owner within the boundary of their respective Property as only to the extent provided in this Agreement. (NOTE 1: In the event the southern prolongation of the East line of Tract 11 is not also the West line of Tract 13, or does not lie within Tract 13, the Main Access Drive shall be deemed to extend west so as to terminate at said prolongation such that no hiatus between the Main Access Drive and North Entrance Drive exists. NOTE 2: The portion of the Driveway lying on the Fifty-three Acre Tract is attached as Exhibit **A**.)

### 2. Easements.

- 2.1 <u>Grant of Reciprocal Easements</u>. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby declare, grant, establish, covenant and agree that the Ten Acre Tract and the Fifty-three Acre Tract, for the Owners and Permittees of the Properties, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Driveway and other parts of the Properties as expressly set forth in this Agreement, as a appurtenances to the Properties and all present and future Owner's and Permittees.
  - (a) Access. An easement for reasonable access, ingress and egress over the Driveway so as to provide for the passage of motor vehicles and pedestrians to gain access to both Parcels for their respective intended purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels, and, if required by governmental entities having jurisdiction, cross access to and through other properties in the area adjoining the Property subject to this Agreement;
  - (b) Utilities and Water Management. An easement under and across those parts of the Driveway and such portions of the Fifty-three Acre Tract so as to provide utility service to and from the Ten Acre Tract as part of the overall designed and permitted utility and water management systems serving the Project, for the installation, maintenance, repair and replacement of water mains, storm drains, and water management pipes and connections, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, signage, gas mains and other utility facilities necessary for the orderly development and operation of the uses within the Properties (the "Systems"); provided that: (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal use and operation of the Properties and the businesses conducted therein; (ii) the exact location of any utilities and water management facilities shall be subject to the reasonable approval of the Owner(s) of the burdened Property: and (iii) except in an emergency, the right of any Owner to enter upon the Property of another Owner for the exercise of any right pursuant to such easements or license shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. All such Systems shall be installed and maintained below the ground level or surface of the Driveway or other areas permitted (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Property).
  - (c) <u>Temporary Use of Non-easement Areas</u>. In connection with the easements granted herein, or for maintenance, repair or replacement of the Systems, or in connection with any improvement to the Properties, which improvements require maintenance, improvement, repair of replacement of any of the Systems, the Owners agree to grant reasonable temporary licenses to the other or their Permittees to non-easement areas

of their respective Properties to accomplish any such maintenance, repair or replacement of the Systems. No such temporary license shall be unreasonably withheld, conditioned, or delayed. Requiring customary insurance of the contractors performing the installation, repair, or replacement work shall not be considered unreasonable.

- Any expense associated with the installation, Expenses. maintenance, repair or replacement of the Systems shall be at the sole cost and expense of the Owner or Permittee making such request. Notwithstanding the foregoing, the Systems serving the Properties shall be initially designed and installed as a unified system with the cost thereof to be shared based on a the proportion of the system on each Property as ≵o utilities, and the size of the upland area of the respective Property as to drainage and water management facilities, whether immediately-installed or not. Thereafter, any installation, maintenance, repair or replacement or improvement of the Systems and the Driveway, including but not limited to remeval or relocating of utilities lying in the Driveway and establishing additional easements necessary to the respective Property's development / or redevelopment plan (based upon the development of an additional phase of the Project) shall be at the sole expense of the Owner effecting the change
- 2.2 <u>Indemnification</u> Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Property is subject to the easement, harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such Owner, its contractors, employees, agents invitees, patrons, Permittees, or others acting on behalf of such Owner.
- 2.3 <u>Driveway Access</u>. Driveway access shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as described herein. There shall be maintained a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Parking or stopping within the driveway shall be for loading or unloading only, unless pursuant to the requirements of the local government, on-street parking, stopping, or standing is established, but in any case, the Driveway shall not, at any time, be rendered impassable to other vehicular or pedestrian traffic.

### 2.4 Reasonable Use of Easements.

(a) No impediment. The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably or materially interfere with, obstruct or delay the conduct, use, and operations of the business or activities of any other Owner or its Permittees at any time, including, without limitation, public

access to and from said business and residences, and the receipt or delivery of merchandise, services, and patronage.

Diligent Activities. Once commenced, any construction undertaken in reliance upon and pursuant to this Agreement or authorized herein shall be diligently pursued to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a 翰anner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages losses, liens, or claims attributable to the performance of such work.

#### 2.5 Relocation and Size

- (a) <u>Driveway</u>. The Driveway width or location may be narrowed or relocated by the Owner of the respective Property on which it is located if permitted or required by the Village of Wellington; provided, however, no such narrowing or relocation shall be permitted if the modification would impede the development-potential of the benefitted Property based on the land use proposed and the then-existing regulatory requirements. The Driveway shall be expanded if as part of the entitlement of the initial Project the Village of Wellington requires the creation of a round-about at the intersection of the Main Entrance Drive and the North Access Drive.
- (b) <u>Utility and Drainage</u>. The utility and drainage easements shall be of a width and location as required by the Village of Wellington or the Acme Improvement District (Wellington's dependent special district) based on the initial design of the Systems to serve the Project as a whole, based on regulatory requirements at the time of initial design and approval.
- 3. <u>Insurance</u>. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Property, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella

coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as an additional party to be insured. Unless otherwise agreed by the Owners, the amount of insurance coverage required herein shall be increased each policy year so that the succeeding year's policy amount shall be equal to the prior year's policy amount plus an amount equal to the prior year's policy amount times the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for Miami - Ft. Lauderdale, Florida, All Items, (1982-84 = 100) or any renamed local index covering the Miami - Ft. Lauderdale area or any other successor or substitute index appropriately adjusted

- 4. <u>Taxes and Assessments.</u> Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Property and this obligation shall include the portion of each Owner's Property that is subject to this access easement.
- 5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Fifty-three Acre Tract or the Ten Acre Tract. Notwithstanding the foregoing, the Owner of the Fifty-three Acre Tract may in its sole discretion cause the Driveway to be dedicated or conveyed to the Village of Wellington or Acme Improvement District, in which case the Owner of the Ten Acre Tract may do the same as to the Driveway on the Ten Acre Tract.

#### 6. Remedies and Enforcement.

- 6.1 Remedies Available. In the event of a breach by any Owner or its Permittees of any of the terms, covenants, restrictions, or conditions hereof, the other Owner(s) shall be entitled forthwit to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 6.2 Self-Help. In addition to all other remedies available at law or in equity. upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligations contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof, together with interest calculated at the New York prime rate published on the first Monday of each month in the Wall Street Journal plus 2%, compounded monthly, as such Prime Rate changes based upon the rate appearing on the publication of the first Monday of each month (not to exceed the maximum rate of interest allowed by law) Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage of material impairment of the easement rights not contemplated in this Agreement,

- and/or (iii) the unauthorized parking of vehicles, an Owner may take such steps as are required or permitted by law (including towing or removing or causing to be removed any offending vehicle or thing) to cure the same and be reimbursed by the other Owner upon written demand for the reasonable cost thereof.
- 6.3 <u>Remedies Cumulative</u>. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Property made in good faith for value, but the declaration, easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- 6.5 Irreparable Harm. In the event of a material violation of any of the provisions of this Agreement, each Owner agrees that such material violation shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a material violation of any of the provisions of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief.
- 7. Delivery: Effective Date: and Term. This Agreement shall become effective, and be deemed to have been delivered to each of the respective Owners, by the other Owner commencing on the date of recordation of this Agreement in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida. This Agreement shall remain in full force and effect thereafter in perpetuity, unless and except as this Agreement is modified, amended, canceled or terminated in writing of all then record Owners of the Properties, in accordance with Paragraph 8.2 hereof.

#### Miscellaneous.

- 8.1 <u>Attorneys' Fees.</u> In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, or for the interpretation hereof, the prevailing party after a final adjudication shall be entitled to recover its reasonable costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 8.2 <u>Amendment.</u> The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Properties, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida. Notwithstanding the foregoing, in the event of the creation of a property owners association which is to encumber all the Properties.

this easement may be amended or terminated pursuant the covenants, terms, and conditions of such association.

- 8.3 <u>Consents</u>. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. Any request for consent or approval shall: (a) be in writing; and (b) be accompanied by such information as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 8.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 8.5 <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 8.6 Covenants to Run with Land. It is intended that each easements, covenants, conditions, restrictions, obligations set forth berein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. This Agreement shall not be assigned, pledged, mortgaged or hypothecated except as an indefeasible appurtenance to the fee simple interest in the Property, or portion thereof, provided, however, each Property Owner shall have the unfettered right, without the consent of the other Property Owner, to assign this Agreement, and the benefits, rights, obligations, and liabilities created, to a property owners association with a membership consisting of the Owners of the Property, or portions thereof, for the purpose of operating and maintaining the respective Property, and such assignment shall not diminish or abrogate the rights created by this Agreement for the benefit of the Property Owners.
- 8.7 Grantee's Acceptance. The grantee of any Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Property, shall accept such deed or contract upon and subject to each and all of the declaration, easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance of the deed or contract, any such grantee or vendee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee or vendee, and such rights and obligations shall be indefeasible from the deed or contract.

- 8.8 Severability. Each provision of this Agreement are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement. The utility and drainage declarations and easements shall be deemed to correspond, at a minimum, to those areas dedicated or reserved on any plat, but only to the extent necessary to provide services to the respective Properties.
- 8.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 8.10 <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- Notices or other communication hereunder shall be in writing Notices. 8.11 and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery or in any other commercially reasonable manner, including, if known, electronic transmission (including email facsimile transmission), to the person identified as the owner in the Palm Beach County Property Appraiser's records, to the address set forth in those records and, if different, to the address set forth in the State of Florida Department of State, Division of Corporations, records (or such successor registration/filing of entity/business information). In the case of a property owners association existing for the respective Property, notice or other communication shall be to that property owners association with an address as identified in the records of the Florida Department of State, Division of Corporations records (or such successor registration/filing of entity/business information). Notice shall be deemed given upon receipt or refusal to accept delivery.
- 8.12 <u>Governing Law</u>. The laws of The State of Florida in which the Properties are located shall govern the interpretation, validity, performance, and enforcement of this Agreement. Any suit or legal action brought under this agreement shall be filed in Palm Beach County, Florida.
- 8.13 <u>Estoppel Certificates</u>. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

- 8.14 <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or Permittee, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not subject to rejection, in whole or in part, by the bankrupt person or entity.
- 8.15 Recitals. The Recitals contained at the beginning of this Agreement are deemed to be part of this Agreement and are adopted herein.
- 8 \$\pm\$6 Mutual Preparation. Both parties to this Agreement acknowledge that this Agreement has been negotiated between them, each party being represented by tegal Counsel, and the Agreement reflects these negotiations. Therefore this Agreement should not be construed against either party as the preparer of the Agreement because it is a product of their collective negotiated efforts.
- 8.17 Delivery Effective Date; and Term. This Agreement shall become effective and be deemed to have been delivered to each of the respective Owners by the other Owners, commencing on the date of acquisition of the Ten Acre Tract by VPP in fee simple, as evidenced by recordation of the deed of conveyance to VPP in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, notwithstanding that this Agreement is executed prior to such conveyance. For and in consideration of One Dollar (\$1.00) each paid to the other parties, the receipt and sufficiency of which is hereby acknowledged, the execution of this Agreement may not be revoked by any party prior to this Agreement being recorded. This Agreement shall remain in full force and effect thereafter in perpetuity, unless and except as this Agreement is modified, amended, canceled or terminated in writing of all then record Owners of the Properties in accordance with Paragraph 8.2 hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FIFTY-THREE ACRE OWNER:

WITNESSES:

Alientosto

Print Name: Alicia Foster

Notary Public

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, a person authorized to take acknowledgments, personally appeared on March 18, 2015, Roger Fina, President of United Dredging Corporation, Inc. a Florida corporation, who executed the above Reciprocal Declaration and Easement Agreement

UNITED DREDGING CORPORATION.

Roger Fina, President

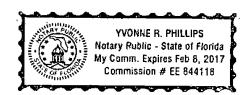
INC., a Florida Corporation

produced Sond. Ork	, <del>,,,,,</del>	as identific		William St.	Windows a
5)	-* -	Notary Sig	nature		YVONNE R. PHII Notary Public - State
3			il, Commissio		My Comm. Expires F
<u> </u>	A		nd Expiration		Commission # EE
FIFTY-THREE ACRE OV	VNER:	•		• • • • •	
(U)	4.	R & J FAR	MS, INCORP	ORATED, A	
	· .	FLORIDA (	CORPORATION	ON AS	•
WITNESSES	V	TRUSTEE	TO THE TUR	NER LAND	•
		TRUST AG	REEMENT D	ATED JUN	E 14, 1999
Total Marie	1.1				
Print Marke Jany E. Jo	CHNM	—, <i>f</i>	177		
Micel Lil	<i>;</i> ¹.	By:	race_	um	
Print Name: Wicote	1 olan		Turner, Presi		
THE NAME.	Labrys	R&	J Farms, Inc.,	Trustee	
<u>a</u>		Motory Dublic	•		
STATE OF FLORIDA		Notary Public	* * * *.		
	СП .				
JUUNIT OF PALMIKEA					
BEFORE ME, a person March	authorized to furner, Presind Trust Agration and Edward Ed	ident of R & J reement Dated asement Agre personally	Farms, Inc. a d June 14-19	Florida cor 199, who ex Covenants,	poration as
BEFORE ME, a person March	authorized to furner, Presind Trust Agration and Ed who is the following	reement Dated assement Agree personally otification.	Farms, Inc. a d June 14, 19 eement with 0 known to	Florida cor 199, who ex Covenants, <u>me</u> or	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presind Trust Agration and Ed who is the property of the	reement Dated asement Agreement Agre	Farms, Inc. a d June 14, 19 eement with 0 known to  uc C. Su pature	Florida cor 199, who ex Covenants, <u>me</u> or	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presind Trust Agration and Ed who is the property of the	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  car C. So pature I, Commission	Florida cor 199, who ex Covenants, me or	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presing Trust Agration and Edwho is as iden NE 28, 2017 Joseph State Color	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  uc C. Su pature	Florida cor 199, who ex Covenants, me or	poration as ecuted the Conditions
ELAINE C. SLOP Notary Public - State of My Comm. Expires Jul Commission # FF 0	authorized to furner; Presing Trust Agration and Edwho is as iden NE 28, 2017 Joseph State Color	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  car C. So pature I, Commission	Florida cor 199, who ex Covenants, me or	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presing Trust Agration and Edwho is as iden NE 28, 2017 Joseph State Color	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  accuration I, Commission Id Expiration	Florida cor 199, who ex Covenants, me or Me	poration as ecuted the Conditions
BEFORE ME, a person March 17, 2015, Ron Trustee to the Turner La above Reciprocal Declar and Restrictions, and Restrictions, and Notary Public - State Commission - FF Commiss	authorized to furner; Presing Trust Agration and Edwho is as iden NE 28, 2017 Joseph State Color	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  accuration I, Commission Id Expiration I	Florida cor 199, who ex Covenants, me or Date	poration as ecuted the Conditions
BEFORE ME, a person March 17, 2015, Ron Trustee to the Turner La above Reciprocal Declar and Restrictions, and Restrictions, and Notary Public - State of My Comm. Expires Jul Commission. FF My Commission. FF Bonded Through Matterial Metallicity Metallici	authorized to furner; Presing Trust Agration and Edwho is as iden NE 28, 2017 Joseph State Color	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  accuration I, Commission Id Expiration	Florida cor 199, who ex Covenants, me or Date	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presing Trust Agration and Edwho is as iden NE 28, 2017 Joseph State Color	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  accuration I, Commission Id Expiration I	Florida cor 199, who ex Covenants, me or Date	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presind Trust Agration and Edwho is as iden as i	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  acture I, Commission Id Expiration I  T FARMS, INC.	Florida cor 199, who ex Covenants, me or Date	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presind Trust Agration and Edwho is as iden as i	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  accuration I, Commission Id Expiration I	Florida cor 199, who ex Covenants, me or Date	poration as ecuted the Conditions
BEFORE ME, a person March	authorized to furner; Presind Trust Agration and Edwho is as iden as i	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  acture I, Commission Id Expiration I  T FARMS, INC.	Florida cor 199, who ex Covenants, me or Date	poration as ecuted the Conditions
BEFORE ME, a person March 17, 2015, Ron Trustee to the Turner La above Reciprocal Declar and Restrictions, and Restrictions, and Notary Public - State of My Comm. Expires Jul Commission FF Dended Through National Methods of Print Name: Alicia Formation Alicia Formation Name:	authorized to furner; Presind Trust Agration and Edwho is as iden NE 128, 2817 35833 old by Assa.	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  acture I, Commission Id Expiration I  T FARMS, INC.	President	poration as secuted the Conditions produced
BEFORE ME, a person March	authorized to furner; Presind Trust Agration and Edwho is as iden NE 128, 2817 35833 old by Assa.	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  acture I, Commission Id Expiration I  T FARMS, INC.	Florida cor 199, who ex Covenants, me or Date President	poration as recuted the Conditions produced  R. PHILLIPS - State of Florida
BEFORE ME, a person March	authorized to furner; Presing Trust Agration and Edwho is as iden NE 1 Florida 28, 2017 95833 obly Asia.	reement Dated assement Agreement Agr	Farms, Inc. a d June 14, 19 eement with 0 known to  acture I, Commission Id Expiration I  T FARMS, INC.	Florida cor 199, who ex Covenants, me or Date Date President	poration as recuted the Conditions produced

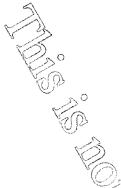
who executed the above Reciprocal Declaration and Easement Agreement with

Covenants, Conditions and Restrictions, and who is personally known to me or produced Covenants of Covenants as identification. Notary Signature Name, Seal, Commission Number, and Expiration Date TEN ACRE OWNER: WITNESS VILLAGE PROFESSIONAL PARK, LLC. a Florida-limited liability company Prifit Namè By: Roger Fina, Manager Print Name: YVONNE R. PHILLIPS Notary Public Notary Rublic - State of Florida My Comm. Expires Feb 8, 2017 STATE OF FLORIDA ( Commission # EE 844118 COUNTY OF PALM BEACH BEFORE ME, a person authorized to take acknowledgments, personally appeared on March 18, 2015, Roger Fina Manager of Village Professional Park, LLC, a Florida limited liability company, who executed the above Reciprocal Declaration and Easement Agreement with Covenants, Conditions and Restrictions, and who is personally known to me or produced for a sidentification. Notary Signature

Name, Seal, Commission Number, and Expiration Date



# Exhibit A Portion of Easement On Fifty-three Acre Tract



Commencing at the NE corner of Tract 13, Block 18, PALM BEACH FARMS COMPANY PLAT NO. 3, recorded in Plat Book 2, Pages 45 through 54, Public Records of Palm Beach County, Florida, thence run S01°33'43"W 318 feet to a point on the East line of said Tract 13 also being a point on the West Right of Way line of SR 7/US 441 and the Point of Beginning of a 100 foot wide easement lying 50 feet on either side of the following described line; thence run S88°57'39"W (Assumed Bearing) and parallel to the North line of said Tract 13, to a point on the West line of said Tract 13; thence continue S88°57'39"W to a point 80 feet West of the West line of said Tract 13, same point lying in Tract 14, Block 18, RALM BEACH FARMS COMPANY PLAT NO. 3 recorded in Plat Book 2, Pages 45 through 54, Public Records of Palm Beach County, Florida, and being the Point of Terminus of the 100 foot wide easement and the Point of Beginning of an 80 foot wide easement, being the East 80 feet of the North 318 feet, more or less, of said Tract 14, same being the West 80 feet of the Southerly prolongation of the East line of Tract 11, Block 18, PALM BEACH FARMS COMPANY PLAT NO. 3 recorded in Plat Book 2, Pages 45 through 54, Public Records of Palm Beach County, Florida, thence N01°25'44"W (Assumed Bearing) to the North line of said Tract 14, and the Point of Terminus of the 80 foot easement.



Prepared by and Return to:: Eleanor B. Halperin, Esq. Levy, Kneen, Mariani, LLC 1400 Centreperk Boulevard Suite 1000 West Palm Beach, FL 33401

PCN: 00-42-43-27-05-0/8-0/22



01/28/2003 14:35:37 20030048653 OR BK 14722 PG 1454 Palm Beach County, Florida

#### ACCESS EASEMENT

THIS EASEMENT, made this day of \_\_\_\_\_\_\_, 2003, between Wellington Storage Limited Partnership, as Florida Limited Partnership, as the party of the first part ("Grantor"), its successors and easigns, and Pelm Beach County, a political subdivision of the State of Florida, as the party of the second part ("Grantee"), its successors and assigns.

WITNESSETH: That the party of the first pert, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto the party of the second part, a perpetual non-exclusive essement over, upon and across the Property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Parcel") to provide access to the property described in Exhibit "B" attached hereto and made a part hereof (the "County Parcel") for maintenance and construction purposes only.

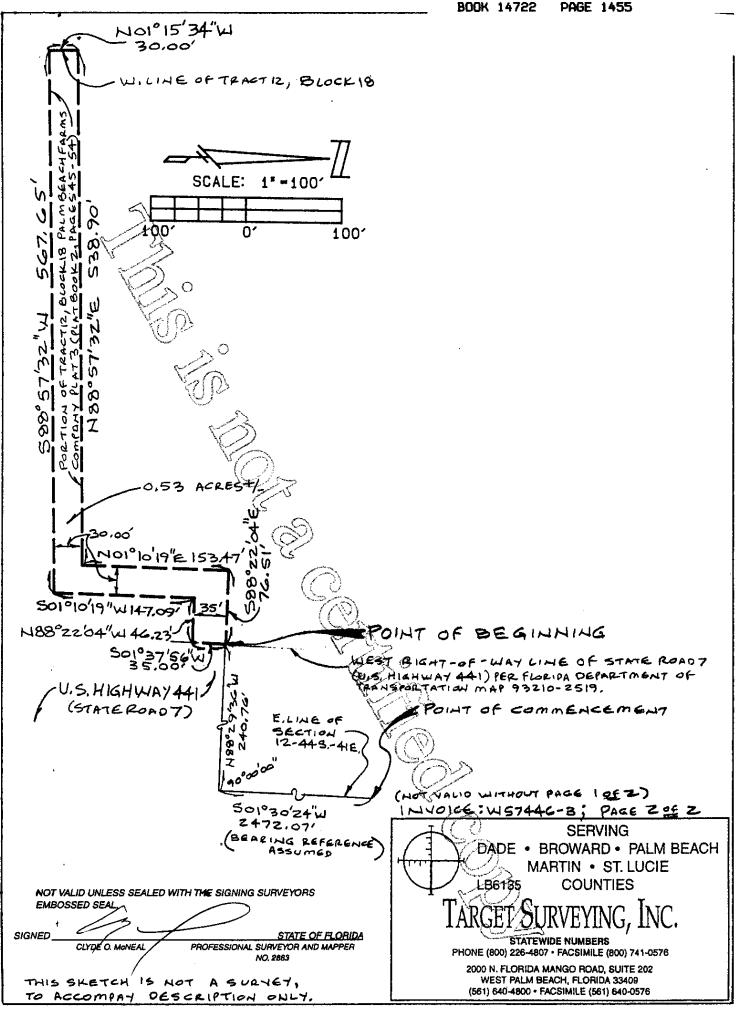
Subject to all restrictions, soring matters, reservations, other matters of record and the following conditions:

- The Essement Percei shall at no time be paved or obstructed by Grantee. In the event Grantor elects to construct a fence across the Essement Percei, a gate shall be included to allow Grantee access to the County's Percei and Grantor shall provide Grantee with a key to said cate.
- The use of the Estement Parcel shall not result in damage or injury to the buildings or other improvements located on the Grantor's Property, and shall not in any manner whatsoever, interfere with the buildings conducted on Grantor's property. In the event the use of the Essement Parcel results is darriage to either the Grantor's property or the Essement Parcel, Grantee shall, as soon as possible, repair all damage and/or replace any landscaping to the same condition or better then it was prior to Grantse's use, at Grantee's sole cost and expense.
- 3. This Essement shall be deemed a covenant running with the land.
- This Essement shall not be dearned to be a dedication to the public of the Essement Parcel.

TO HAVE AND TO HOLD THE SAME unto the party of the second part.

IN WITNESS WHEREOF, the party of the first part has caused this Easement to be executed by an authorized representative on the day and year first above written.

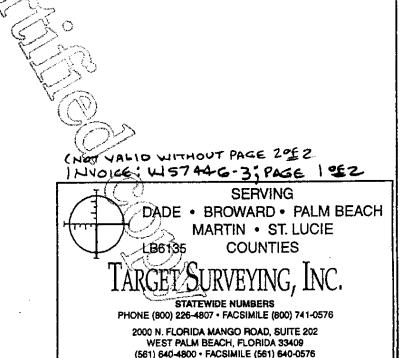
Staged in the Presenge of	Wellington Storage Limited Partnership, a Flo Limited Partnership By: Wellington Storage, Inc., its General Partner	rida
Whee I Mestor	By: Pro	•
Print name: MAN AN SCHOOL	Modifi Pechal, Prosident	
STATE OF FLORIDA COUNTY OF PALM-BEACH		
The foregoing instrument was acknowledged before Pechter, as President for Wellington Storage, Inc.	len for Wignerer	ntin
Personally KnownOR Produced Identification Type of Identification Produced		Elena Joy Wigodner My Commission DD041680 Expires July 11: 2005
		) <sub>K</sub>
LAW_SERVERISYSICashELLERINIshingson EuropolCounty Secondaris.30FL4ev.40c	TOTAL	Pas



# Legal Description County Access Easement

A Parcel of land lying within a portion of Tract 12, Block 18, PALM BEACH FARMS COMPANY, PLAT NO. 3, according to the Plat thereof as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of PALM BEACH County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of Section 12, Township 44 South, Range 41 East; thence South 01°30′24″West (the East line of said Section 12 is assumed to bear South 01°30′24″West and all other bearings are relative to said bearing) along the East line of said Section 12, a distance of 2472.07 feet; thence North 88°29′36″West, perpendicular to the preceding course, a distance of 240.76 feet to the Westerly right-of-way line of State Road 7 (also known as United States Highway 441) as shown on Florida Department of Transportation right-of-way Map 93210-2519 and the POINT OF BEGINNING; thence South 01°37′56″West, along the Westerly right-of-way of said State Road 7, a distance of 35.00 feet; thence North 88°22′04″West, a distance of 46.23 feet; thence South 01°10′19″West, a distance of 147.09 feet; thence South 88°57′32″West, a distance of 567.65 feet; thence North 01°15′34″West, a distance of 30.00 feet; thence North 88°57′32″East, a distance of 538.90 feet; thence North 01°10′19″East, a distance of 538.90 feet; thence North 01°10′19″East, a distance of 567.65 feet; thence South 88°22′04″East, a distance of 76.51 feet to the POINT OF BEGINNING.





Board of Supervisors
James M. Alderman
Stephen Bedner
Jeffrey P. Phipps, Sr.
Harry Raucher
John I. Whitworth III
Executive Director
Robert M. Brown
Attorney
Mark A. Perry, P.A.

November 18, 2015

Richard "Chip" Carlson Attorney at Law 2377 Crawford Ct. Lantana, FL 33462

Re: Wellington Annexation Ordinance No. 2015-14

Petitioner: Village Professional Park, LLC

Tract 11, Block 18, Palm Beach Farms Co. Plat No. 3

LWDD Lateral Canal No.7W LWDD Project No. 09-33P.39

Dear Mr. Carlson:

The subject petition is located on the north side of Lake Worth Drainage District (LWDD) Lateral Canal No. 7W.

LWDD has no objection to the above referenced annexation of Tract 11, together with the 25 foot Road, Dyke and Ditch Reservation lying south of and adjacent to said Tract 11, Block 18, The Palm Beach Farms Co. Plat No.3, as recorded in Plat Book 2, Pages 45-54, public records of Palm Beach County, Florida.

The above referenced petition is not within the jurisdictional boundaries of the LWDD. If the proposed drainage system from the property enters into the District's canal system, then the property owner will need to annex the parcel into the boundaries of the LWDD.

Should you have any questions or concerns please contact Bob Brown or myself.

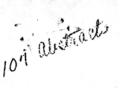
Respectfully,

LAKE WORTH DRAINAGE DISTRICT

avid a. Bends

David A. Bends, PSM Project Surveyor

DAB: dab CC: rmb, map



# QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this Lath day of September, A.D., 1967, by Alfred R. Cooper, joined by his wife, Naomi S. Cooper, first party to THE LAKE WORTH DRAINAGE DISTRICT, whose postoffice address is Route 1, Box 711, Delray Beach, Florida, 33444, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations in hand paid by the said second party, the receipt whereofais hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

- 30' roadway along north side of The Palm Beach Farms Lateral 1: Co. Plat 9.
- 2 30! roadway running from west to east through the center Lateral 2: of Blocks 1, 2, 3, and 4 The Palm Beach Farm Co. Plat 3.
- 50' roadway lying between Blocks 1 and 8, Blocks 2 and 7, Blocks 3 and 6, Blocks 4 and 5; and the 25' roadway along north side of Tracts 1, 2, 3, and 4, Block 5, The Palm Lateral 3: Beach Farm Co. Plat 3.
- 30' roadway running from east to west through the center of Blocks 5, 6, 7, and 8, The Plam Beach Farm Co. Plat 3. Lateral 4:
- [5] 30' roadway running from west to east through the center Lateral 5: of Blocks 10, 11, 12 and 13, The Palm Beach Farm Co. Plat 3.
- 50' roadway lying between Blocks 10 and 17, Blocks 11 and 16, Blocks 12 and 15, Blocks 13 and 14, The Palm Beach Lateral 6: Farm Co. Plat 3.
- 30' roadway running from east to west through the center of Blocks 14, 15, 16, and 17, The Palm Beach Farm Co. Lateral 7: Plat 3.
- 8 50' roadway lying between Blocks 17 and 19, Blocks 16 and 20, Blocks 15 and 21, and Blocks 14 and 21, The Palm Beach Farm Co. Plat 3. Lateral 8:
  - Small parcel approximately 60' wide East of and adjacent to Tracts 55 and 58, Block 15, and small parcel varying from 0 feet to 53 feet wide lying south of and adjacent to Tracts 49, 50, 51, 52, 53, and 54, Block 15, and south of and adjacent to Tracts 41 and 42, Block 14, The Palm Beach Farm Co. Plat 3.
- 30' roadway running from west to east through the center of Blocks 19, 20, and 21, The Palm Beach Farm Co. Plat 3. Lateral 9:
  - Small parcel approximately 35 feet wide lying east of and adjacent to Tracts 13 and the south 287 feet of Tract 12, Block 21, and a small parcel approximately 18 feet wide lying west of and adjacent to Tract 14 and the south 36 |11|
  - 12 feet of Tract 11, Block 21, The Palm Beach Farm Co. Plat 3.

19.35 Rél 1800 W 660

### (WEST SIDE)

- Lateral S-1:79 A roadway varying in width from 74' to 84' along the north side of Block 9, The Palm Beach Farm Co. Plat 3.
- Lateral S-2:80 30' roadway running from east to west through the center of Block 9, The Palm Beach Farm Co. Plat 3.
- Lateral S-4:81 74' roadway lying along the south side of Block 9, The Palm Beach Farm Co. Plat 3.
- Lateral S-5:82 A roadway varying in width from 20' to 24' along the north side, from 25' to 29' along the west side and 20' along the south side, Block 18, The Palm Beach Farm Co. Plat 3.
- Lateral 7W: 83 25' roadway running from east to west through the center of Block 18, The Palm Beach Farm Co. Plat 3.
- Lateral S-6:84 A roadway varying in width from 65' to 90' along the north side, 25' along the west side, and 25' along the south side, Block 26, The Palm Beach Farm Co. Plat 3.
- Lateral 11W: 85 30' roadway running from east to west through the center of Block 26, The Palm Beach Farm Co. Plat 3.
- Lateral S-7:86 25' roadway along the north, west and south sides of Block 35, The Palm Beach Farm Co. Plat 3.
- Lateral 15W: 87 30' roadway running from east to west through the center of Block 35, The Palm Beach Farm Co. Plat 3.
- Lateral S-8:88 25' roadway along the north, west and south sides of Block 44, The Palm Beach Farm Co. Plat 3.
- Lateral 19W: 89 30' roadway running from east to west through the center of Block 44, The Palm Beach Farm Co. Plat 3.
- Lateral S-9: 90 25' roadway along the north, west, and south sides of Block 52, The Palm Beach Farm Co. Plat 3.
- Lateral 23W: 91 30' roadway running from east to west through the center of Block 52, The Palm Beach Farm Co. Plat 3.
- Lateral S-1092 25' roadway along the north, west and south sides of Block 61, The Palm Beach Farm Co. Plat 3.
- Lateral 27W: 93 30' roadway running from east to west through the center of Block 61, The Palm Beach Farm Co. Plat 3.
- Lateral 30W: 94 25' roadway along the north and west sides of Block 65, The Palm Beach Farm Co. Plat 3.
- Lateral 31W: 95 30' roadway running from east to west through the center of Block 65, The Palm Beach Farm Co. Plat 3.
- Lateral 32W: 96 25' roadway along the south side of Block 65, The Palm Beach Farm Co. Plat 3.
- E-1W Canal: 97 25' roadway along the east side of Block 66, The Palm Beach Farm Co. Plat 3.
- Lateral 34W: 98 A roadway varying in width from 25' to 59' along the north side of Block 67, The Palm Beach Farm Co. Plat 3.
- Lateral 35W: 99 30' roadway running from east to west through the center of Block 67, The Palm Beach Farm Co. Plat 3.

Lateral 36W: 100 25' roadway along the south side of Block 67, The Palm Beach Farm Co. Plat 3. 34' roadway along the north side of Block 68, The Palm Beach Farm Co. Plat 3. Lateral 36W: 101 E-1 W Canal: 25' roadway along the west side of Block 67, The Palm Beach Farm Co. Plat 3. Lateral S-11:103 25' roadway along the east, west, and south sides of Block 68, The Palm Beach Farm Co. Plat 3. /2: 30' roadway along south side of Tracts 5, 6, 7, and 8 of Block 68, The Palm Beach Farm Co. Plat 3. Lateral 36-1/2: Lateral 37W: 105 30' roadway running from east to west through the center of Block 68, The Palm Beach Farm Co. Plat 3. Lateral 38W: 106 25' roadway along the north side of Block 69, The Palm Beach Farm Co. Plat 3. Lateral 39W: 107 30' roadway running from east to west through the center of Block 69, The Palm Beach Farm Co. Plat 3. Lateral S-11:108 A roadway varying in width from 14' to 25' along the west side, and from 9' to 25' along the south side of Block 69, The Palm Beach Farm Co. Plat 3. Where the above legal descriptions refer to The Palm Beach Farm Co. Plats, the same is intended to refer to those Plats as follows: The Palm Beach Farm Co. Plat 1, recorded in Plat Book 2, pages 26 through 28 inclusive; The Palm Beach Farm Co. Plat 3, recorded in Plat Book 2, pages 45 through 54 inclusive; The Palm Beach Farm Co. Plat 6, recorded in Plat Book 5, page 75; The Palm Beach Farm Co. Plat 9, recorded in Plat Book 5, page 58, all being a part of Public Records, Palm Beach County, Florida. TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the proper use, benefit and behoof of the said second party forever. Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires. IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Willow H. Navley Afred Cooper SEAL

SEAL

Reme Trinible Maomi S. Cooper SEAL

STATE OF FLORIDA

SS.

COUNTY OF HILLSBOROUGH:

I HEREBY CERTIFY that on this day, beforeme, an officer

duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Alfred R. Cooper, joined by his wife, Naomi S. Cooper, to me known to be the persons described in and who executed the foregoing instrument and did acknowledge before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this /47h day of September, A. D., 1967.

ARCE.

Mae Waan Tarker
Notary Public, State of Florida at Large

My Commission Expires: May 24,1900

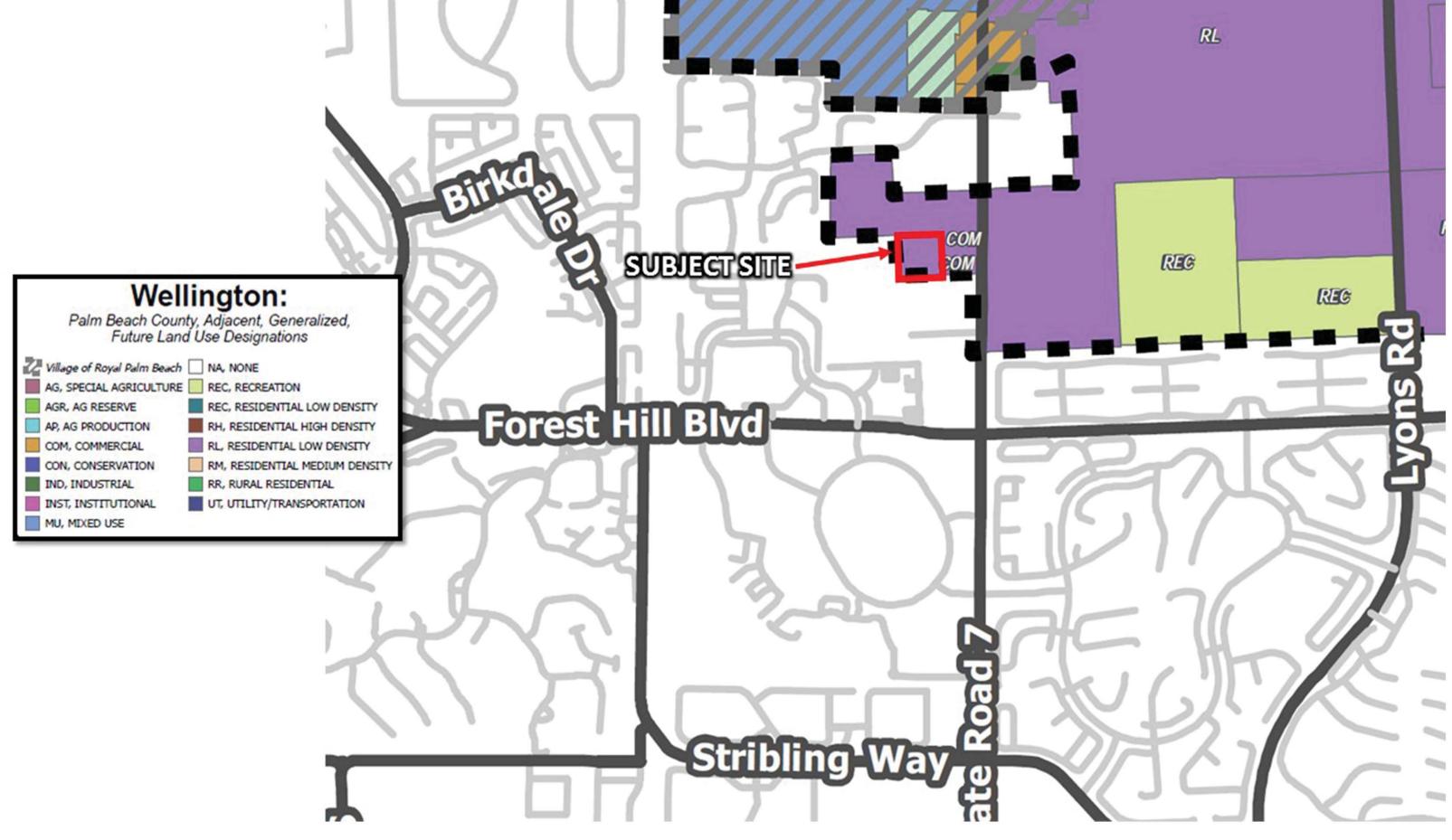


Recorded In Official Record Book Of Palm Beach County, Florida John B. Dunkle Clerk of Circuit Court









VILLAGE PROFESSIONAL PARK

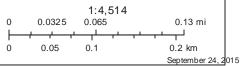
08-13-2015

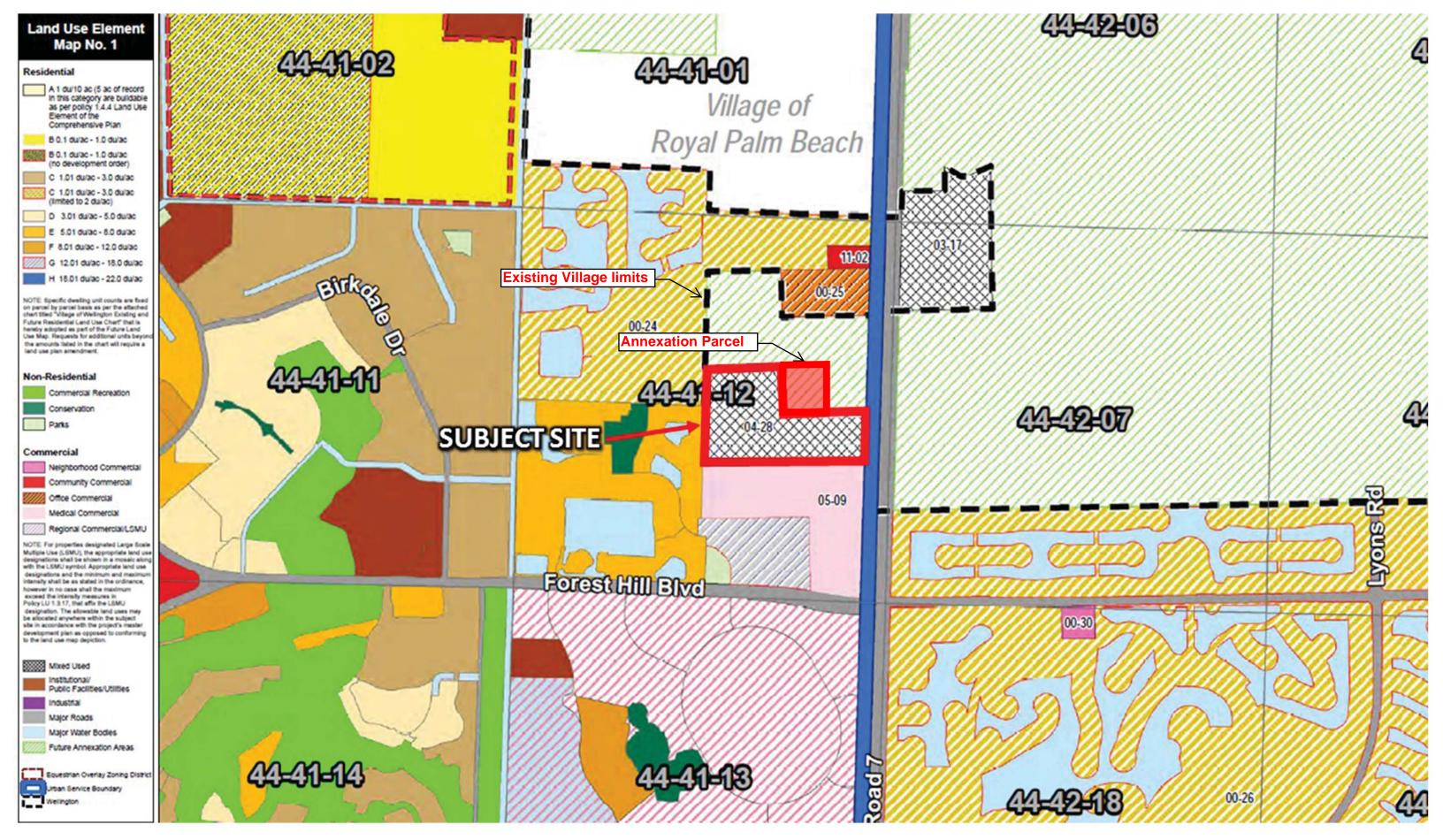






00-42-43-27-05-018-0110











# Property Appraiser GIS - Property Detail list by parcel control number

Buffer:			
00424327050180110	Acres 9.92 Sales instr CO	MTG	PALM BEACH FARMS CO PL NO 3
VILLAGE PROFESSIONAL PARK LLC	Value \$ 918,645.00 Price \$1,150,000.00	PUSE CITY INC NONMUNI	TR 11 BLK 18
10321 W ATLANTIC AVE	Taxbl \$ 0.00 Date 3/20/2015	TaxDist 00196	
	Bldg \$ 0.00 Book 27457		
DELRAY BEACH FL 33446 9753	Land \$ 918,645.00 Page 1	NAV	
Buffer: 500			
00414412150000010	Acres 2.00 Sales instr	MTG	VENRA DEVELOPMENT LLC
VENRA DEVELOPMENT LLC	Value \$ 2,636,409.00 Price \$	PUSE PROF OFFICES	LT 1
1157 S STATE ROAD 7	Taxbl \$ 2,636,409.00 Date	TaxDist 00196	
	Bldg \$ 1,669,182.00 Book		
WELLINGTON FL 33414 6101	Land \$ 967,227.00 Page	NAV	
00414412150010000	Acres 0.51 Sales instr	MTG	VENRA DEVELOPMENT LLC
VENRA DEVELOPMENT LLC	Value \$ 0.00 Price \$	PUSE RIVER/LAKES	TR A K/A STORMWATER MGMT
1157 S STATE ROAD 7	Taxbl \$ 0.00 Date	TaxDist 00196	
	Bldg \$ 0.00 Book	NAV	
WELLINGTON FL 33414 6101	Land \$ 0.00 Page	NAV	
00414412160010010	Acres 4.48 Sales instr	MTG	WELLINGTON MUPD
WELLINGTON STORAGE	Value \$ 5,743,111.00 Price \$	PUSE WAREH/DIST TERM	PAR A (LESS NLY 164.43 FT OF ELY 482.17 FT AS IN
751 PARK OF COMMERCE DR STE 1	Taxbl \$ 5,743,111.00 Date	TaxDist 00196	OR18091P1084)
POCA PATON EL 22407 2626	Bldg \$ 4,568,197.00 Book	NAV	
BOCA RATON FL 33487 3626	Land \$ 1,174,914.00 Page	IVAV	
00414412160010020	Acres 1.76 Sales instr WD	MTG	WELLINGTON MUPD
1221 SR 7 LLC	Value \$ 2,129,719.00 Price \$3,675,000.00	PUSE OFFICE MULTISTORY	NLY 164.43 FT OF ELY 482.17 FT OF TR A AS IN
2200 BUTTS RD STE 300	Taxbl \$ 2,129,719.00 Date 6/11/2015	TaxDist 00196	OR18091P1084
	Bldg \$ 1,277,870.00 Book 27609	****	
BOCA RATON FL 33431 7453	Land \$ 851,849.00 Page 1897	NAV	

Property Appraiser GIS - Pr	eporty weeds that by p			
00414412160120000	Acres 0.81	Sales instr	MTG	WELLINGTON MUPD
WELLINGTON STORAGE	Value \$ 0.00	Price \$	PUSE RIVER/LAKES	TR L K/A WATER MGMT
751 PARK OF COMMERCE DR STE 128	Taxbl \$ 0.00	Date	TaxDist 00196	
DOCA DATON EL 22407 2622	Bldg \$ 0.00	Book	NAV	
BOCA RATON FL 33487 3623	Land \$ 0.00	Page	NAV	
<u>00424327050180071</u>	Acres 4.89	Sales instr WD	MTG	PALM BEACH FARMS PL NO 3 N 330 FT OF TR 7 (LESS ELY
FOUR FOUR ONE PARTNERS INC	Value \$ 178,859.00	Price \$611,250.00	PUSE VACANT COMMERCIAL	240.19 FT SR 7 R/W) BLK 18
17484 67TH CT N	Taxbl \$ 178,859.00	Date 6/4/2004 1	TaxDist 00196	
	Bldg \$ 0.00	Book 17529		
LOXAHATCHEE FL 33470 3239	Land \$ 178,859.00	Page 1281	NAV	
00424327050180072	Acres 29.75	Sales instr WD	MTG	PALM BEACH FARMS CO PL NO 3 TR 7 TO 9 INC (LESS N 330.
FOUR FOUR ONE PARTNERS INC	Value \$ 870,522.00	Price \$482,700.00	PUSE VACANT COMMERCIAL	FT OF TR 7, W 15 FT TR 9 & ELY240.19 FT SR 7 R/W) BLK 18
17484 67TH CT N	Taxbl \$ 870,522.00	Date 5/1/1986 1	TaxDist 00196	,
	Bldg \$ 0.00	Book 04872		
LOXAHATCHEE FL 33470 3239	Land \$ 870,522.00	Page 1336	NAV	
73424327050180100	Acres 17.79	Sales instr	MTG	PALM BEACH FARMS CO PLAT NO 3
B & T FARMS INC &	Value \$ 5,337.00	Price \$	PUSE RIVER/LAKES	TR 10 BLK 18, 25 FT STRIP LYG S OF & ADJ TO & 27.42 FT STR
10321 W ATLANTIC AVE	Taxbl \$ 5,337.00	Date	TaxDist 73486	LYG W OF & ADJ TO
	Bldg \$ 0.00	Book		
DELRAY BEACH FL 33446 9753	Land \$ 5,337.00	Page	NAV	
73424 <u>327050180130</u>	Acres 8.76	Sales instr WD	MTG	PALM BEACH FARMS CO PL NO 3 TR 13 (LESS E 215.18 FT SR
R & J FARMS INC TR	Value \$ 1,402,329.00	Price \$400,000.00	PUSE VACANT COMMERCIAL	R/W)
10321 W ATLANTIC AVE	Taxbl \$ 1,402,329.00	Date 8/1/1999 1	TaxDist 73486	• •
	Bldg \$ 0.00	Book 11315		
DELRAY BEACH FL 33446 9753	Land \$ 1,402,329.00	Page 0795	NAV	
73424327050180140	Acres 27.24	Sales instr WD	MTG	PALM BEACH FARMS CO PL NO 3
R & J FARMS INC TR	Value \$ 3,920,511.00	Price \$400,000.00	PUSE VACANT COMMERCIAL	TRS 14, 15 & 16 BLK 18
10321 W ATLANTIC AVE	Taxbl \$ 3,920,511.00 Bldg \$ 0.00	Date 8/1/1999 1 Book 11315	TaxDist 73486	•
DELRAY BEACH FL 33446 9753	Land \$ 3,920,511.00	Page 0795	NAV	

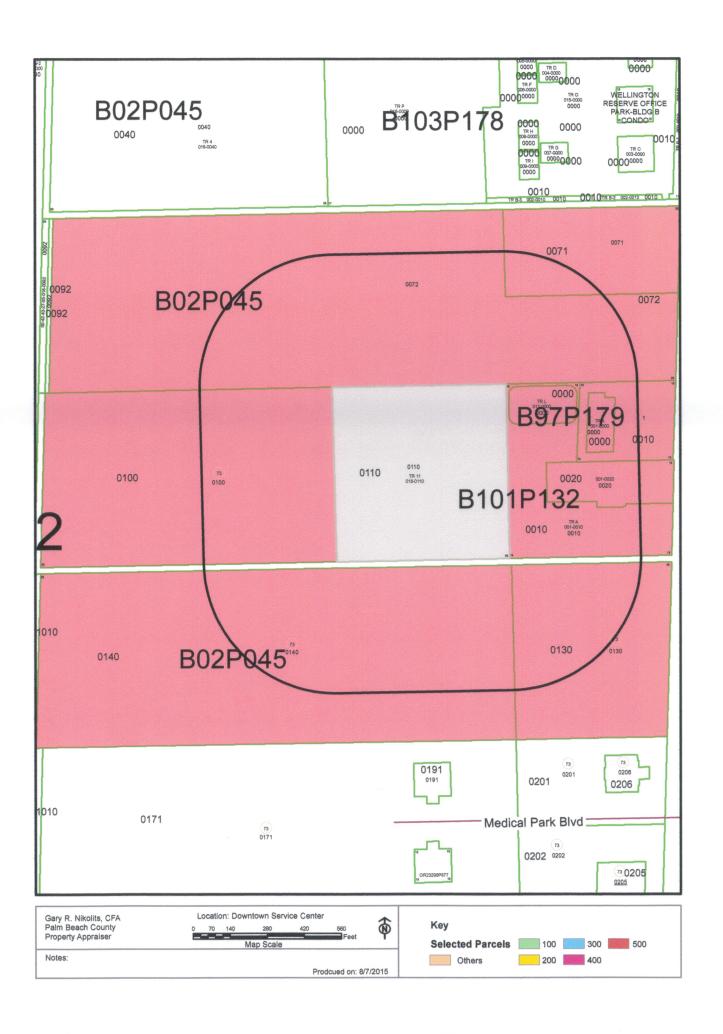
Property Appraiser GIS - Property Detail list by parcel control number

#### **Property Appraiser GIS - PCN listing**

#### Buffer:

S 00424327050180110

Buffer:500





# **Detail by Entity Name**

#### Florida Limited Liability Company

VILLAGE PROFESSIONAL PARK, LLC

#### Filing Information

**Document Number** L05000025857 **FEI/EIN Number** 20-4035807 **Date Filed** 03/15/2005 **Effective Date** 03/14/2005

FL State

**Status ACTIVE** 

#### **Principal Address**

10321 W ATLANTIC AVE DELRAY BEACH, FL 33446

Changed: 03/13/2006

#### **Mailing Address**

10321 W ATLANTIC AVE DELRAY BEACH, FL 33446

Changed: 03/13/2006

#### **Registered Agent Name & Address**

FINA. ROGER 10321 W ATLANTIC AVE DELRAY BEACH, FL 33446

Name Changed: 04/28/2008

Address Changed: 04/28/2008 **Authorized Person(s) Detail** 

#### Name & Address

Title MGRM

FINA, ROGER 10321 W. ATLANTIC AVE. DELRAY BEACH, FL 33446

#### **Annual Reports**

Report Year	Filed Date
2013	04/30/2013
2014	04/10/2014
2015	03/05/2015

## **Document Images**

03/05/2015 ANNUAL REPORT	View image in PDF format
<u>04/10/2014 ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2013 ANNUAL REPORT</u>	View image in PDF format
04/30/2012 ANNUAL REPORT	View image in PDF format
<u>04/27/2011 ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2010 ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2009 ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2008 ANNUAL REPORT</u>	View image in PDF format
03/29/2007 ANNUAL REPORT	View image in PDF format
03/13/2006 ANNUAL REPORT	View image in PDF format
03/15/2005 Florida Limited Liabilites	View image in PDF format

Copyright © and Privacy Policies State of Florida, Department of State