

I. **PETITION DESCRIPTION**

Petition No.: 15-80 (2015 – 42 ANX 1)

Project Name: Village Professional Park

Owner/Petitioner/
Applicant: Village Professional Park, LLC

Agent: Jennifer Vail, Wantman Group, Inc.

Request: The petitioner is requesting voluntary annexation of a 10.5 acre vacant parcel into the municipal boundary of the Village of Wellington.

II. **SITE DATA**

Existing Use: Vacant

Parcel Size: 10.5 acres

Property Control Number: 00-42-43-27-05-018-0110

Existing Future
Land Use Designation: Low Residential 2 (LR-2) – Palm Beach County

Proposed Future
Land Use Designation: Mixed Use (MU) – Wellington

Existing Zoning: Public Ownership (PO) – Palm Beach County

Proposed Zoning: Mixed Use Planned Development (MXPDP) – Wellington

Location: Approximately 2,500 feet north of Forest Hill Boulevard and approximately 600 feet west of State Road 7. Exhibit “A” is a location map of the property. Exhibit “B” is the legal description.

III. **LAND USE AND ZONING**

EXISTING LAND USE, FUTURE LAND USE & ZONING

Dir.	Existing Use	Future Land Use	Zoning District
North	Vacant	Low Residential 2 (LR-2) - PB County	Agriculture Residential – PB County
South	Vacant Village Professional Park	Mixed Use (MU) – Wellington	Multiple Use Planned Developments (MUPD) – Wellington
East	Storage/Warehouse	Commercial High – PB County	MUPD – PB County
West	Vacant Village Professional Park	Mixed Use (MU) – Wellington	MUPD – Wellington

IV. SITE HISTORY

The subject property was previously owned by Palm Beach County. The County rezoned the property from Agricultural District (AG) to Public Ownership District (PO) November 6, 1973. The current owner acquired the property on February 3, 2015 from the County per the Executed Sales Agreement (Exhibit C). Condition 7 of the agreement required the buyer to annex the property into the municipal boundary of the Village of Wellington. The 10.5 acre property is currently vacant.

The agent, Jennifer Vail of the Wantman Group, Inc., on behalf of the petitioner/owner, Village Professional Park, LLC, is now requesting a voluntary annexation of a 10.5 acre vacant parcel currently in unincorporated Palm Beach County. The petitioner also owns the 53.88 acre parcel currently in the boundary of the Village of Wellington which is located to the south and west of the subject property. The petitioner is proposing an overall 64.38 acre Village Professional Park mixed use project including restaurants, retail, hotel, multi-family housing and assisted living facility. The other petitions required for the overall Village Professional Park mixed use project approval will be scheduled for the public hearing process after Development Review Committee (DRC) certification.

V. DEVELOPMENT REVIEW COMMITTEE (DRC)

Annexation (ANX) Petition No. 15-80 (2015 – 42 ANX 1) was certified for the public hearing process at the September 23, 2015 DRC meeting.

VI. STAFF ANALYSIS

The petitioner is requesting the voluntary annexation of a 10.5 acre vacant parcel currently in unincorporated Palm Beach County. The proposed annexation area is identified as a future annexation area on the Village of Wellington Comprehensive Plan and Future Land Use Map. This request is consistent with the following objectives in the Comprehensive Plan;

Objective 1.2 – *Direct future growth into areas served by urban services that have adequate capacity, as defined by Wellington’s adopted level of service standards, which shall be incorporated into Wellington’s Land Development Regulations and ensure that this growth is of a quality equal to or better than the existing community, discourages urban sprawl, protects environmental and archeological resources, ensures the availability of suitable land for required utility services and the density and intensity are consistent with the other Goals, Objectives and Policies contained in this plan.*

Objective 1.7 (A) - *Wellington’s annexation policy is to voluntarily annex all contiguous unincorporated areas that can be economically provided with municipal services within the area generally bounded on the north by Southern Boulevard, on the east by the Florida Turnpike, on the south by Lantana Road and it’s westerly extension and on the west by the Loxahatchee National Wildlife Refuge. This policy is intended to square off Wellington’s eastern boundary and to achieve a compact urban form that lends itself to the efficient provision of urban services.*

In addition, annexation requests shall meet the minimum criteria of the Village's Land Use Element Objective 1.7 (A), which are as follows:

(1) Legal compliance with Chapter 171 of the Florida Statutes.

Findings: The proposed annexation area is consistent with the statutory requirements pertaining to contiguity, compactness and irregular shape under Chapter 171 of the Florida Statutes. Specifically the subject property is predominately rectangular in shape, reasonably compact and contiguous to the Village's municipal boundary to the west and south.

(2) Community values as reflected in the Comprehensive Plan.

Findings: The community's values as reflected in the Comprehensive Plan will not be affected by the proposed annexation. The property is identified as a part of the future annexation area in the Village's Comprehensive Plan.

(3) Land use considerations including each of the elements listed below.

a. Compatibility with surrounding land uses.

Findings: The subject property is compatible with surrounding land uses. To the north is vacant land and to the east is a developed storage/warehouse project both in unincorporated Palm Beach County. The lands located to the south and west are both in Wellington and also owned by the petitioner/owner of this proposed annexation parcel. The petitioner is proposing to incorporate this 10.5 acre annexed area with the 53.88 acre parcel currently in the boundary of the Village for an overall 64.38 acre mixed use project called Village Professional Park. The mixed use project is proposed to include restaurants, retail, hotel, multi-family housing and assisted living facility.

b. Impact on infrastructure including impacts on State Road 80 and State Road 7.

Findings: Any proposed development impacts upon State Road 80 and State Road 7 will be required to meet all established levels of service once a land use and rezoning petition are filed with the Village. The Village of Wellington will be able to provide services to the subject property without degrading any established levels of service, since the Village is already providing governmental services to this and other developments in the immediate area along State Road 7.

c. Compliance with the Goals, Objectives and Policies contained in this plan and compliance with Chapter 163 of the Florida Statutes.

Findings: This proposed annexation is in compliance with Wellington's Comprehensive Plan, more specifically Objective 1.2 and 1.7 (A). Chapter 163 of the Florida Statutes deals with the submitting of comprehensive plan text amendments to the Village's Comprehensive Plan. The Village of Wellington has fulfilled the requirements of these regulations including conducting public hearings and publishing legal advertisements.

d. Coordinate with Palm Beach County, The Village of Royal Palm Beach, the City of Greenacres, the Treasure Coast Regional Planning Council and the State of Florida Department of Transportation.

Findings: The Village of Wellington will coordinate with the other government agencies on the proposed annexation through the IPARC notification process.

Based upon the preceding analysis, staff has concluded this proposed voluntary annexation of a 10.5 acre vacant parcel is consistent with the Goals, Objectives and Policies in Wellington's Comprehensive Plan. The complete Annexation application (Petition No. 15-80 / 2015 – 42 ANX 1) is available for review at the Planning and Zoning Division office.

VII. PUBLIC NOTIFICATION / COMMENTS

As required by the Land Development Regulations and Florida Statutes, public notifications were placed in the Palm Beach Post, mailings were sent to surrounding property owners within 500 feet and the property was posted. All notices advised the public that a hearing on the proposed ordinance/resolution would take place as noted below:

Planning, Zoning and Adjustment Board Meeting

ANX:

Mailings/Newspaper/Posted Signs: on or before October 20, 2015

Meeting Date: November 4, 2015

Staff did not receive any inquiries regarding the mailing, newspaper advertisement or posted signs for this petition as of October 22, 2015 when the staff report was published.

VIII. PLANNING, ZONING AND ADJUSTMENT BOARD

The Planning, Zoning and Adjustment Board (PZAB) meeting is scheduled for November 4, 2015.

IX. COUNCIL

The Village Council meeting (first Reading) is tentatively scheduled for December 8, 2015.

X. STAFF RECOMMENDATION

Based on the findings contained within this staff report and consistency with both the Wellington's Comprehensive Plan and Land Development Regulations, staff recommends approval of Ordinance No. 2015 – 14, an Annexation (Petition No. 15-80 / 2015 – 42 ANX 1) to voluntarily annex a 10.5 acre vacant parcel, as legally described in Exhibit "B," into the municipal boundary of the Village of Wellington.

List of Exhibits

Exhibit "A"	Location Map
Exhibit "B"	Legal Description of Overall Wellington Green Project
Exhibit "C"	Executed Sales Agreement

Exhibit "A"
Location Map



Exhibit "B"

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.

SAID LAND SITUATE IN PALM BEACH COUNTY, FLORIDA, CONTAINING 10.5 ACRES, MORE OR LESS

Exhibit "C"

Executed Sales Agreement

R2015-0234

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made FEB 03 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. **AGREEMENT TO SELL:** Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. **PURCHASE PRICE:** The purchase price of the Property shall be One Million One Hundred Fifty Thousand Dollars and 00/100 (\$1,150,000.00) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. **Deposit:** Buyer deposits herewith: One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. **Balance:** The balance of the purchase price in the amount of One Million Thirty-Five Thousand Dollars and 00/100 (\$1,035,000.00) shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

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

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

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

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. BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer's Disclosure of Beneficial Interests attached hereto as Exhibit "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. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

10. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

11. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

12. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

13. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

14. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

15. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

16. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

17. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

18. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

19. CHOICE OF LAW AND CONSTRUCTION: 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. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

21. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity 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



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

22. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

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

26. DISCLAIMER: 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.

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

Signed, sealed and delivered
in the presence of:

Karen Fina
(Witness)

Karen FINA
(Print name)

Ricky Butler
(Witness)

RICKY BUTLER
(Print name)

Date of Execution by Buyer:

JAN 13, 2015

Village Professional Park, LLC, a
Florida limited liability company

By: Roger Fina

NAME: Roger Fina

TITLE: It's Manager

("Buyer")

(SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: Sharon R. Bock
Deputy Clerk



Date of Execution by Seller:

FEB 03 2015
R2015-0234

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

By: Shelley Vana
Shelley Vana, Mayor

("Seller")

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

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[Signature]

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

PCN: _____
Closing Date: _____
Purchase Price: _____

COUNTY DEED

This COUNTY DEED, made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and _____, a Florida _____, whose legal mailing address is _____, "_____".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by _____, the receipt whereof is hereby acknowledged, has granted, bargained and sold to _____, its successors 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. 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 subdivision of the State of Florida
("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Deposit Receipt and
Contract for Sale and Purchase dated _____, 20__ (Resolution No.
R-_____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to
buy, for the sum of _____ (\$ _____),
_____ acre(s) of surplus land in _____ located in
Section 12, Township 44, Range 41, Palm Beach County ("Property"), and more
particularly described as follows:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

WHEREAS, the Agreement states that Buyer shall purchase the Property and any
improvements in an "AS IS CONDITION", without warranties and/or representations and
shall acknowledge the foregoing at the closing of the transaction.

NOW THEREFORE, in consideration of the conveyance of the Property, Buyer
hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby
accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the
Seller has made no warranties or representations of any nature whatsoever regarding the
Property including, without limitation, any relating to its value, Seller's title to the
Property, 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.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

By: _____
Buyer

Print Name

By: _____
Buyer

Print Name

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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

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

1. Affiant is the MANAGER PRESIDENT (position - i.e. president, partner, trustee) of Village Professional Park (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 10641 WEST ATLANTIC AVENUE
DELRAY BEACH FLORIDA
33446

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

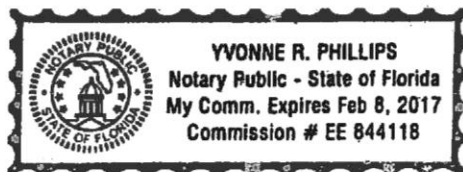
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant
Print Affiant Name: ROGER FINA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 6th day of January, 2015, by Roger C. Fina [] who is personally known to me or [x] who has produced Mr. C. DeLuca as identification and who did take an oath.



[Signature]
Notary Public
Yvonne R. Phillips
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 2/8/17

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.

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

NAME	ADDRESS	PERCENTAGE OF INTEREST
ROGER FINE	10641 W. AR AVE DELRAY Bch, 7133446	100%