

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 along with the adjacent 0.4 acre undeveloped 25 foot Road Right-of-Way (R.O.W.) into the municipal boundary of the Village of Wellington.

II. SITE DATA

Existing Use: Vacant

Parcel Size: 10.9 acres (with 25 foot Road Right-of-Way)

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 (MXPd) – 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 and adjacent 0.4 acre undeveloped 25 foot Road Right-of-Way (R.O.W.) 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 resubmittal by the petitioner and 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 10.9 acre vacant parcel currently in unincorporated Palm Beach County. The subject property is Tract 11, Block 18 of the Palm Beach Farms Co. Plat No. 3 as recorded in Plat Book 2, Pages 45 – 54 of the public records of Palm Beach County, Florida. The request is to annex Tract 11 together with the adjacent 0.4 acre undeveloped 25 foot Road Right-of-Way (R.O.W.) along the south. The Lake Worth Drainage District (LWDD) as owners (Quit Claim Deed - ORB 1585 Page 505) of the 25 foot Road has no objection to annexation of the R.O.W. as indicated in the letter dated November 18, 2015 (Exhibit D). 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. Palm Beach County Board of Commissioners will be provided a report (Exhibit E) on or before January 11, 2016 indicating the Village of Wellington provide urban services to the annexed area in compliance with 171.042(1), Florida Statutes (F.S. 2015).

(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 10.9 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 together with the adjacent 0.4 acre undeveloped 25 foot Road R.O.W. along the south (totaling 10.9 acres) 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: Postponed to December 2, 2015

Council Meeting

ANX (1st reading):

Mailings/Newspaper/Posted Signs: on or before January 11, 2016

Meeting Date: January 26, 2016

ANX (2nd reading):

Mailings/Newspaper/Posted Signs: on or before February 8, 2016

Meeting Date: February 23, 2016

Staff did not receive any inquiries regarding the mailing, newspaper advertisement or posted signs for this petition as of February 16, 2016 when the staff report was published.

VIII. PLANNING, ZONING AND ADJUSTMENT BOARD

At the November 4, 2015 Planning, Zoning and Adjustment Board (PZAB) meeting both the applicant and staff requested a postponement to the December 2, 2015 meeting. The request for postponement was to ensure the 25 feet Road R.O.W. south of and adjacent to the subject property (Tract 11) was also incorporated in this annexation request.

At the December 2, 2015 meeting the Board recommended approval (6-0) of the Annexation Petition Number 15-80 (2015 – 42 ANX 1) to annex the vacant parcel along with the undeveloped 25 foot Road Right-of-Way (R.O.W.) totaling 10.9 acres into the municipal boundary of the Village of Wellington.

IX. COUNCIL

At the January 26, 2016 Village Council meeting, the Council passed (5-0) the first reading of the Annexation Petition Number 15-80 (2015 – 42 ANX 1) to annex the vacant parcel along with the undeveloped 25 foot Road Right-of-Way (R.O.W.) totaling 10.9 acres into the municipal boundary of the Village of Wellington. The second reading is scheduled to be heard at the February 23, 2016 Council meeting.

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. 2016 – 01, an Annexation (Petition No. 15-80 / 2015 – 42 ANX 1) to voluntary annex a 10.5 acre vacant parcel together with the 25 foot Road R.O.W. (totaling 10.9 acres), 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
EXHIBIT C	Executed Sales Agreement
EXHIBIT D	Lake Worth Drainage District Letter (November 18, 2015)
EXHIBIT E	Annexation Urban Services Report

EXHIBIT A

Location Map



EXHIBIT B

Legal Description

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.

CONTAINING 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.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed, sealed and delivered
in the presence of:

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 Bock
Deputy Clerk



Date of Execution by Seller:

FEB 03 2015
R201510234

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.

A handwritten signature in blue ink, consisting of a large, stylized 'A' or similar character.

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

By: _____
Buyer

Print Name

Print Name

Witness Signature

By: _____
Buyer

Print Name

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 (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.

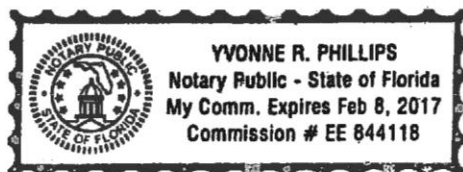
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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 Florida Driver's License as identification and who did take an oath.



[Signature]
Notary Public
(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. WILLOW AVE DELRAY BEACH, FL 33446	100%

EXHIBIT D

Lake Worth Drainage District Letter



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

A handwritten signature in dark ink that reads 'David A. Bends'.

David A. Bends, PSM
Project Surveyor

DAB: dab
CC: rmb, map

EXHIBIT E

Annexation Urban Services Report

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.

Existing Use: Vacant

Parcel Size: 10.9 acres (with 25 foot Road)

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

Location: Approximately 2,500 feet north of Forest Hill Boulevard and approximately 600 feet west of State Road 7.

II. Background

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. A condition 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 petitioner is requesting voluntary annexation of a 10.5 acre vacant parcel along with the adjacent 0.4 acre undeveloped 25 foot Road Right-of-Way (R.O.W.) into the municipal boundary of the Village of Wellington.

This report is prepared in compliance with Chapter 171.042(1), Florida Statutes (F.S. 2015) and sets forth the Village of Wellington plans to provide urban services to the proposed annexation area.

III. Consistency with State Annexation Law

Chapter 171, F.S., governs all municipal annexations. The proposed annexation is consistent with the referenced chapter as required by 171.042.(1), F.S., and presented in the below sections:

171.042(1)(a) – Maps;

- Exhibit 1: Current Village of Wellington Future Land Use Map. This map illustrates the current municipal boundaries.
- Exhibit 2: Proposed Village of Wellington Future Land Use Map. This map illustrates the unincorporated area annexed with the proposed municipal boundaries and land use in the area.

- Exhibit 3: Current Municipal Services. This map illustrates the present water and wastewater infrastructure adjacent to the proposed annexation area.

171.042(1)(b) – Statement certifying that the area to be annexed meets the criteria in s. 171.043;

- The proposed annexation is consistent with Section 171.043, F.S. as the subject real property is in the future annexation area of the Village of Wellington, is contiguous land to the municipal limits of the Village, is not irregular in shape and not within the boundary of another incorporated municipality; and in an area developed for urban purposes.

171.042(1)(c) – Statement extending major municipal service performed within the municipality into the annexation area;

- The Village of Wellington Engineer has certified (Exhibit 4) that capacity exists to provide urban services, including water, sewer and storm water to the proposed annexation area. All urban services indicated below are available for the annexation area with ability to provide service at the time of development.

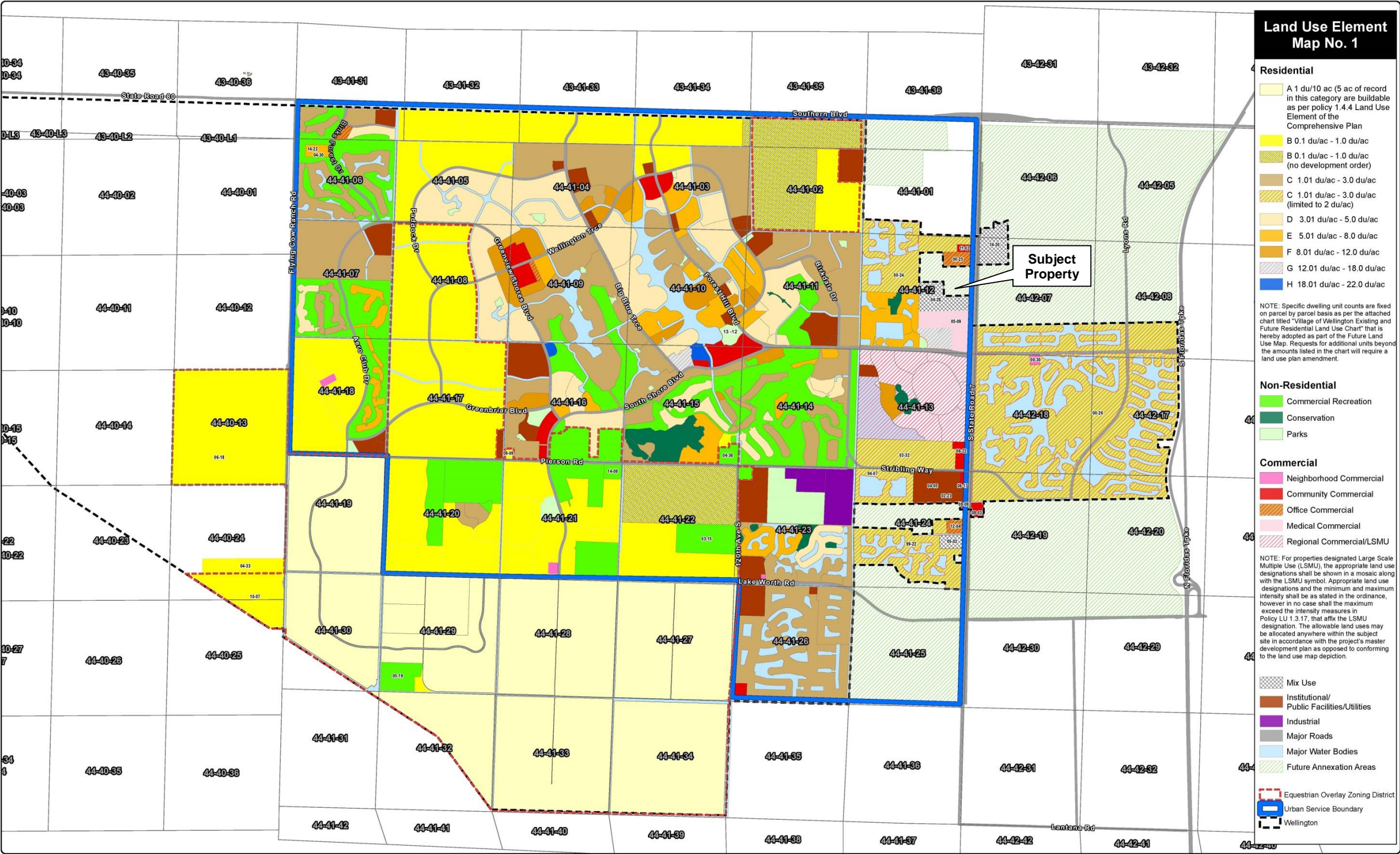
Urban Service	Provider
Sanitary Sewer	ACME Improvement District (Wellington)
Water	ACME Improvement District (Wellington)
Solid Waste	Wellington
Parks & Recreation	Wellington
Stormwater Management	ACME Improvement District (Wellington)

- Palm Beach County School District will determine school impacts at time of site planning.
- Emergency services are provided by Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue.

171.042(2) – File report with the board of county commissioners;

- This section states the Village of Wellington shall file this report with the Palm Beach County Board of Commissioners 15 days prior to commencing the annexation procedures under s. 171.0413. This report will be provided to Palm Beach County Board of Commissioners in compliance with this section on or before January 11, 2016 which is 15 days prior to first public hearing for the adoption by the Village Council on January 27, 2016.

Exhibit 1
Current Village of Wellington Future Land Use Map



1408

SHEET NO. 1

DATE

10/29/2015

DRAWN

Christian Nakotey

SCALE

1 inch = 1,800 feet

REQUESTED

Planning & Zoning

FILENAME

FutureLandUse

W

N

E

S

Wellington 2020

Future Land Use

August 31, 2010 - Ordinance 2010-09

DATE

ORD.

NAME

DATE

ORD.

NAME

DATE

ORD.

NAME

DATE

ORD.

NAME

DATE

ORD.

NAME

01/19/99

99-01

COMPREHENSIVE PLAN

08/24/04

04-36

BLACKWATCH STABLES

11/23/04

04-30

BINKS FOREST DRIVING RANGE

10/09/07

05-19

LITTLEWOOD EQUESTRIAN CENTER

10/09/12

12-10

WELLINGTON CHARTER (CPTA)

12/14/99

99-22

VERSAILES

10/26/04

03-17

COMMONS AT WELLINGTON

05/28/05

05-06

IORIZZO

03/04/08

08-03

WELLINGTON DESIGN CENTER

04/09/13

13-04

VILLAGE GREEN CENTER-PDQ (CPTA)

11/14/00

00-24

BLACK DIAMOND

10/26/04

03-32

LANIER

03/07/06

06-09

PALOMINO EXECUTIVE PARK

04/22/08

08-07

MYSTIC EQUESTRIAN

02/25/14

13-12

VILLAGE HALL SITE

11/14/00

00-25

CHING

10/26/04

04-05

K PARK

05/23/06

05-02

WELLINGTON PARK

05/27/08

08-09

WHITE HORSE FINANCIAL

05/13/14

14-09

PALM BEACH EQUINE SPORTS COMPLEX

11/14/00

00-26

MINTO

10/26/04

04-07

OAKMONT ESTATES

05/23/06

05-09

WELLINGTON REGIONAL MEDICAL CENTER

09/15/09

09-09

MYSTIC EQUESTRIAN

09/23/14

14-20

ISLA VERDE MIXED (CPTA)

12/12/00

00-30

KOBOSKOS

10/26/04

04-08

PALOMINO EXECUTIVE PARK

10/24/06

06-17

K PARK COMMERCIAL SITE

08/31/10

10-07

MCCARTHY PROPERTY

11/11/14

14-22

BINKS POINTE

09/10/02

02-23

LIFE CHURCH

10/26/04

04-28

VILLAGE PROFESSIONAL CENTER

12/12/06

06-18

RUSTIC RANCHES LPA

04/10/12

11-02

IORIZZO (CPTA)

11/18/03

03-15

ISLA CARROL

10/26/04

04-33

MICKELSON PROPERTY

05/22/07

05-22

VILLAGE GREEN CENTER

04/10/12

12-04

PALOMINO EXECUTIVE PARK (CPTA)



Land Use Element Map No. 1

Residential

- A 1 du/10 ac (5 ac of record in this category are buildable as per policy 1.4.4 Land Use Element of the Comprehensive Plan)
- B 0.1 du/ac - 1.0 du/ac
- B 0.1 du/ac - 1.0 du/ac (no development order)
- C 1.01 du/ac - 3.0 du/ac
- C 1.01 du/ac - 3.0 du/ac (limited to 2 du/ac)
- D 3.01 du/ac - 5.0 du/ac
- E 5.01 du/ac - 8.0 du/ac
- F 8.01 du/ac - 12.0 du/ac
- G 12.01 du/ac - 18.0 du/ac
- H 18.01 du/ac - 22.0 du/ac

NOTE: Specific dwelling unit counts are fixed on parcel by parcel basis as per the attached chart titled "Village of Wellington Existing and Future Residential Land Use Chart" that is hereby adopted as part of the Future Land Use Map. Requests for additional units beyond the amounts listed in the chart will require a land use plan amendment.

Non-Residential

- Commercial Recreation
- Conservation
- Parks

Commercial

- Neighborhood Commercial
- Community Commercial
- Office Commercial
- Medical Commercial
- Regional Commercial/LSMU

NOTE: For properties designated Large Scale Multiple Use (LSMU), the appropriate land use designations shall be shown in a mosaic along with the LSMU symbol. Appropriate land use designations and the minimum and maximum intensity shall be as stated in the ordinance, however in no case shall the maximum exceed the intensity measures in Policy LU 1.3.17, that affix the LSMU designation. The allowable land uses may be allocated anywhere within the subject site in accordance with the project's master development plan as opposed to conforming to the land use map depiction.

Legend:

- Mix Use
- Institutional/ Public Facilities/Utilities
- Industrial
- Major Roads
- Major Water Bodies
- Future Annexation Areas
- Wellington Boundary_After Annexation
- PCN 00424327050180110
- Equestrian Overlay Zoning District
- Urban Service Boundary

[illegible]

Exhibit 3
Current Municipal Services



Wellington • 12300 Forest Hill Blvd • Wellington, FL 33414 • 561.791.4000 • www.wellingtonfl.gov

000000 SHEET NO. 1	BY BO.	DATE
	1	12/22/2015
	DRAWN	Chris Ban Nakotey
	SCALE	1 inch = 250 feet
	REVIEWED	Dan Ian Nemell
	FILE NAME	WorkSpace



Village of Wellington
Palm Beach County, FL

Sewer Pressurized Mains

Water Mains

PCN 00424327050180110

Wellington Boundary



Exhibit 4
Statement Certifying Sufficient Capacity for Urban Services



A GREAT HOMETOWN

Council

Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman

Manager
Paul Schofield

December 16, 2015

Mr. Damian Newell
Associate Planner
Village of Wellington
12300 Forest Hill Blvd.
Wellington, Florida 33414


RE: Village Professional Park Annexation – 10.5 +/- Acre Parcel
Palm Beach County Property Control Number 00-42-43-27-05-018-0110
Tract 11, Block 18, Palm Beach Farms Company Plat No. 3 (PBC Official Records PB2, PG45-54)

Dear Mr. Newell:

The 10.5 (+/-) acre parcel referenced above is within Wellington's water Utility Service Area and is within the Acme Improvement District, which is a dependent district of the Village of Wellington. As such, the Village of Wellington and AID have the ability to provide water, sewer and storm water service to this parcel.

Based upon documentation (PBC Official Records BK 27457, PG 3) submitted by the property owner of the referenced parcel, this parcel appears to have adequate legal access to the regional transportation system (US441).

Sincerely,



Bill Riebe, P.E.
Village Engineer

Cc: File