



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	0				
Operating Costs					
External Revenues	<\$513,000>				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>&lt;\$513,000&gt;</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

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

Budget Account No: Fund 0001 Agency 410 Unit 4240 Revenue 6422  
 Program \_\_\_\_\_

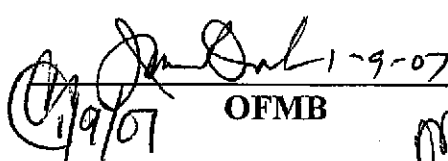
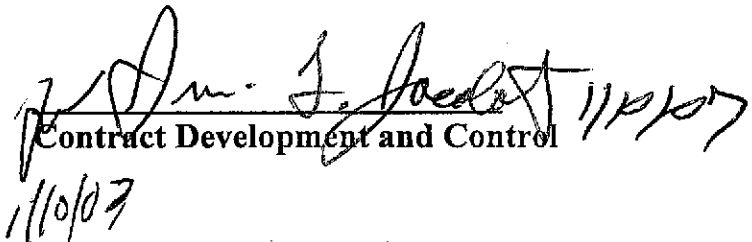
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

General Fund Revenues

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

**B. Legal Sufficiency:**

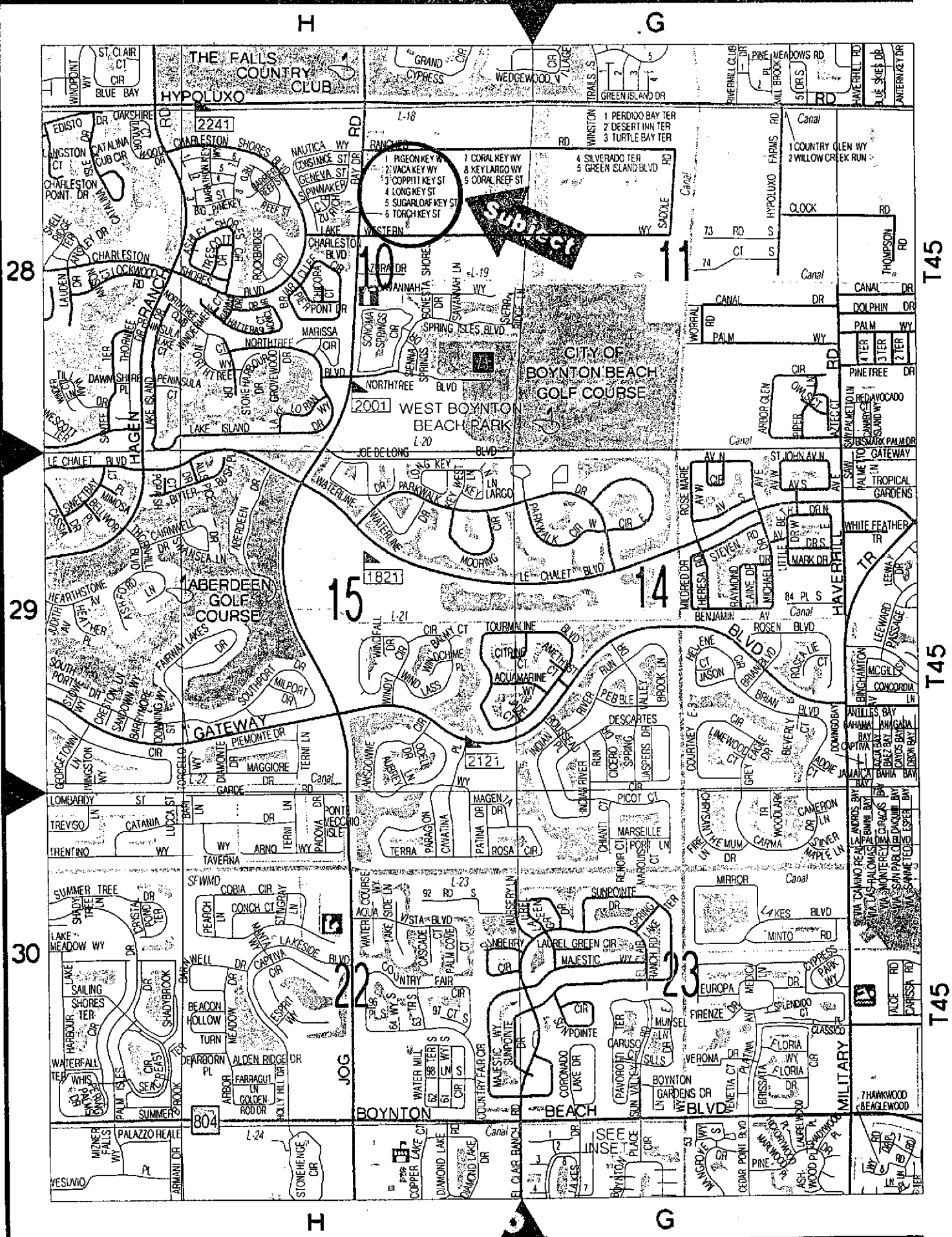
This item complies with current County policies.

  
 Assistant County Attorney

**C. Other Department Review:**

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

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



**Subject**

**LOCATION MAP**

II  
ATT. #1



RESOLUTION NO. 2007 - \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO HYPOLUXO/JOG, LLC, PURSUANT TO FLORIDA STATUTE SECTION 125.35(2); FOR FIVE HUNDRED THIRTEEN THOUSAND DOLLARS (\$513,000.00), WITHOUT RESERVATION OF MINERAL AND PETROLEUM RIGHTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County owns a surplus parcel of real property containing 2.85 acres located south of Hypoluxo Road and north of Western Way in unincorporated Palm Beach County;

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that such property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on such property;

**WHEREAS**, the Board of County Commissioners hereby finds that such property is of use only to the adjacent property owners due to its size, shape, location and value;

**WHEREAS**, the County sent notice of its intent to sell such parcel to owners of adjacent property by certified mail and only received notice from Hypoluxo/Jog, LLC of its desire to purchase such property;

**WHEREAS**, the Board desires to affect a private sale of such property to Hypoluxo/Jog, LLC pursuant to Florida Statute Section 125.35(2);

**WHEREAS**, pursuant to Florida Statute Section 270.11, Hypoluxo/Jog, LLC has requested that such property be conveyed without reservation of mineral and petroleum rights; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property without such reservation due to the apparent absence of

mineral deposits and the fact that such a reservation would inhibit development and reduce the marketability of the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Convey Real Property**

The Board of County Commissioners of Palm Beach County shall convey to Hypoluxo/Jog, LLC, for Five Hundred Thirteen Thousand Dollars (\$513,000.00) pursuant to the Deposit Receipt and Contract for Sale and Purchase and the County Deed attached hereto and incorporated herein by reference, the real property legally described in such Agreement and Deed.

**Section 3. Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER ADDIE L. GREENE, CHAIRPERSON  
COMMISSIONER JOHN F. KOONS, VICE CHAIR  
COMMISSIONER KAREN T. MARCUS  
COMMISSIONER WARREN H. NEWELL  
COMMISSIONER MARY MCCARTY  
COMMISSIONER BURT AARONSON  
COMMISSIONER JESS R. SANTAMARIA

The Chair thereupon declared the resolution duly passed and adopted this  
\_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

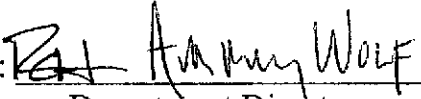
SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

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

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made: \_\_\_\_\_, by and between the Seller and the Buyer as follows:

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

ADDRESS: Property and Real Estate Management  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406

BUYER: Hypoluxo/Jog, LLC  
7284 W. Palmetto Park Road  
Suite 106  
Boca Raton, Florida 33433  
(F.E.I.D. #200619592)

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

SEE ATTACHED EXHIBIT "A"

2. PURCHASE PRICE: The purchase price of the Property shall be FIVE HUNDRED THIRTEEN THOUSAND DOLLARS (\$513,000.00) 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: FIFTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$51,300.00) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. Balance: The balance of the purchase price in the amount of FOUR HUNDRED SIXTY-ONE THOUSAND SEVEN HUNDRED DOLLARS (\$461,700.00) 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: The Closing shall occur within thirty (30) days of the approval of said Deposit Receipt and Contract for Sale and Purchase Agreement by the Board of County Commissioners of Palm Beach County, Florida ("BCC").

A: Time and Place: The closing will be held at the office of the Property & Real Estate Management Division located at 3200 Belvedere Road, Building 1169, West Palm Beach, FL 33406-1544 or at a location that is mutually agreeable to Seller and Buyer. The Closing may also be accomplished by overnight transmittal of executed documentation and wire transfer of funds.

B: Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed in accordance with Exhibit "B" conveying the Property and any



improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statute 125.411

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

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The 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.

5. A: CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "C" attesting to said waiver and release.

B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

6. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Contract by the Buyer.

7. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid, or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages, consideration for the execution of this Agreement and full settlement of any claims. If Seller fails to perform any covenants or obligation of this contract, 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.

8. SUCCESSORS: Upon execution of this contract by the Buyer, this contract 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.

9. 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.

10. ASSIGNMENT: This Agreement may only be assigned by the Buyer in the event Buyers adjacent lands surrounding the Property are also assigned by Buyer: (i) to an affiliate of Buyer or to a joint venture including Buyer, or (ii) to an independent, unrelated third party. Buyer agrees to notify Seller of any such assignment.

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

12. 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.

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

14. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finders 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.

15. 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.

16. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of 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.

17. 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.

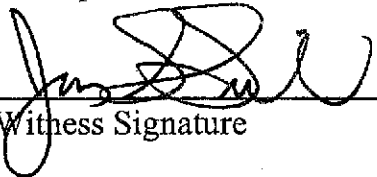
18. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

19. 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.

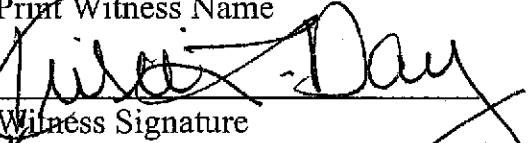
20. ZONING: The parties acknowledge that Buyer has submitted an application to change the zoning classification of the Property from the Agricultural Residential (AR) zoning designation to the Planned Unit Development (PUD) zoning designation. The zoning application was approved by the BCC on May 25, 2006 per Resolutions R-2006-0928; R-2006-0929; and R-2006-0930. The BCC approval is not subject to appeal as the subsequent forty-five (45) day appeals period expired on July 9, 2006.

REMAINDER OF PAGE INTENTIONALY LEFT BLANK

Signed, sealed and delivered  
in the presence of:

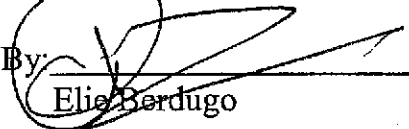
  
\_\_\_\_\_  
Witness Signature

JAMES S. GIEDA  
\_\_\_\_\_  
Print Witness Name

  
\_\_\_\_\_  
Witness Signature

Mishal Day  
\_\_\_\_\_  
Print Witness Name

**HYPOLUXO/JOG, LLC**

By:   
\_\_\_\_\_  
Elie Berdugo

Title: Managing Member

("Buyer")

Attest:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

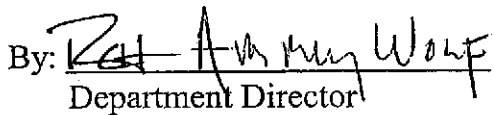
By: \_\_\_\_\_  
Addie L. Greene, Chairperson

("Seller")

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

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

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### DESCRIPTION:

A variable width strip of land lying within Section 10, Township 45 South, Range 42 East and also lying within an easement for canal purposes recorded in Official Records Book 325 on page 305 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the northeast corner of Section 10, Township 45 South, Range 42 East; thence South 03°46'16" West, as a basis of bearings, along the east line of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,358.94 feet; thence South 89°34'36" West, departing said line, a distance of 40.10 feet to the POINT OF BEGINNING; thence South 03°46'16" West, a distance of 50.13 feet; thence South 89°34'36" West, along a line lying 25.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,975.01 feet; thence South 03°27'31" West, departing said line, a distance of 31.07 feet; thence South 89°34'36" West, along a line lying 56.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 625.84 feet to the east right-of-way line of Jog Road as recorded in Official Records Book 6277 on Page 207 of the Public Records of Palm Beach County, Florida; thence North 02°51'02" East, along said right-of-way line and the northerly prolongation thereof, a distance of 81.13 feet; thence North 89°34'36" East, along a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 962.60 feet; thence South 03°32'40" West, departing said line, a distance of 25.06 feet to a point on the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said south line, a distance of 1,007.64 feet; thence North 03°40'03" East, departing said south line, a distance of 25.06 feet to a point on a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said line, a distance of 631.69 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 124,289.22 square feet or 2.85 acres, more or less.

**EXHIBIT "B"**

**COUNTY DEED**

PREPARED BY AND RETURN TO:  
PETER BANTING, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
3200 BELVEDERE ROAD, BUILDING 1169  
WEST PALM BEACH, FLORIDA 33406-1544

PROPERTY CONTROL NUMBER: 00-42-45-10-01-009-0000 (A PORTION OF)

## COUNTY DEED

This Deed is 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, party of the first part, and **HYPOLUXO/JOG, LLC**, a Florida limited liability company, whose legal mailing address is 7284 W. Palmetto Park Road, Suite 106, Boca Raton, Florida 33433, party of the second part.

### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the party of the second part, 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.

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

### ATTEST:

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

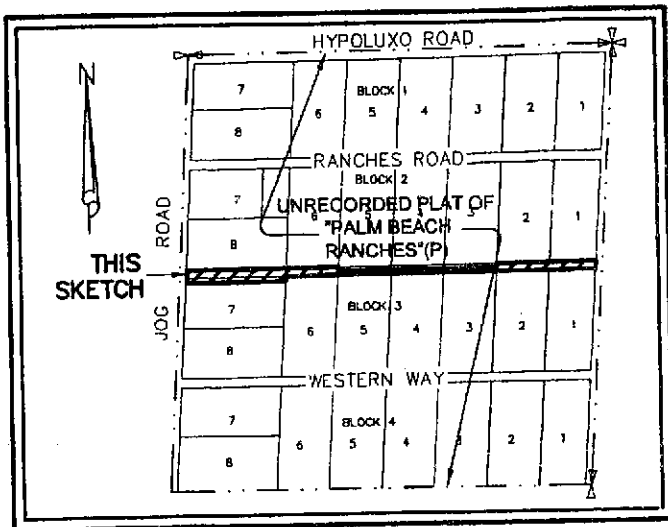
**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

(OFFICIAL SEAL)

ATT. #4

# SKETCH & DESCRIPTION



LOCATION MAP  
NOT TO SCALE

EXHIBIT "A"

**NOTES:**

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A CALCULATED BEARING OF SOUTH 03°46'16" WEST. BASED UPON THE NORTH AMERICAN DATUM OF 1983 ON THE 1990 ADJUSTMENT FOR THE FLORIDA TRANSVERSE MERCATOR-EAST ZONE.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSE BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599 AND THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS 5888.
5. THIS IS NOT A SURVEY.

**LEGEND:**

- O.R.B. = OFFICIAL RECORDS BOOK
- ORB 1 = AS DESCRIBED IN AN EASEMENT FOR CANAL PURPOSES RECORDED IN O.R.B. 325, PG. 305, P.B.C.R.
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE

- P = AS DEPICTED ON THE UNRECORDED PLAT OF "PALM BEACH RANCHES", NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 45 SO., RANGE 42 EA., PALM BEACH COUNTY, FLORIDA.
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- SEC. = SECTION

*2-9-06  
Dennis J. Leavy*

FOR THE FIRM

6/15/05	REVISE PER P.B.C. COMMENTS - SHEET 3 OF 3	DAB
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REVISIONS

**Dennis J. Leavy & Associates, Inc.**  
 Land Surveyors \* Mappers  
 460 Business Park Way \* Suite D  
 Royal Palm Beach, Florida 33411  
 phone 561 753-0650 fax 561 753-0290

SKETCH & DESCRIPTION  
FOR: EB DEVELOPERS, INC.

DRAWN: DAB	SCALE: N/A	DATE: 01/31/05
CKD.: DJL	JOB# 03-089CANAL-SD	SHEET 1 OF 3



**DESCRIPTION:**

A variable width strip of land lying within Section 10, Township 45 South, Range 42 East and also lying within an easement for canal purposes recorded in Official Records Book 325 on page 305 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the northeast corner of Section 10, Township 45 South, Range 42 East; thence South 03°46'16" West, as a basis of bearings, along the east line of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,358.94 feet; thence South 89°34'36" West, departing said line, a distance of 40.10 feet to the POINT OF BEGINNING; thence South 03°46'16" West, a distance of 50.13 feet; thence South 89°34'36" West, along a line lying 25.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,975.01 feet; thence South 03°27'31" West, departing said line, a distance of 31.07 feet; thence South 89°34'36" West, along a line lying 56.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 625.84 feet to the east right-of-way line of Jog Road as recorded in Official Records Book 6277 on Page 207 of the Public Records of Palm Beach County, Florida; thence North 02°51'02" East, along said right-of-way line and the northerly prolongation thereof, a distance of 81.13 feet; thence North 89°34'36" East, along a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 962.60 feet; thence South 03°32'40" West, departing said line, a distance of 25.06 feet to a point on the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said south line, a distance of 1,007.64 feet; thence North 03°40'03" East, departing said south line, a distance of 25.06 feet to a point on a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said line, a distance of 631.69 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 124,289.22 square feet or 2.85 acres, more or less.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°34'36"W	40.10'

**Dennis J. Leavy & Associates, Inc.**  
 Land Surveyors \* Mappers  
 460 Business Park Way \* Suite D  
 Royal Palm Beach, Florida 33411  
 phone 561 753-0650 fax 561 753-0290

**SKETCH & DESCRIPTION  
 FOR: EB DEVELOPERS, INC.**

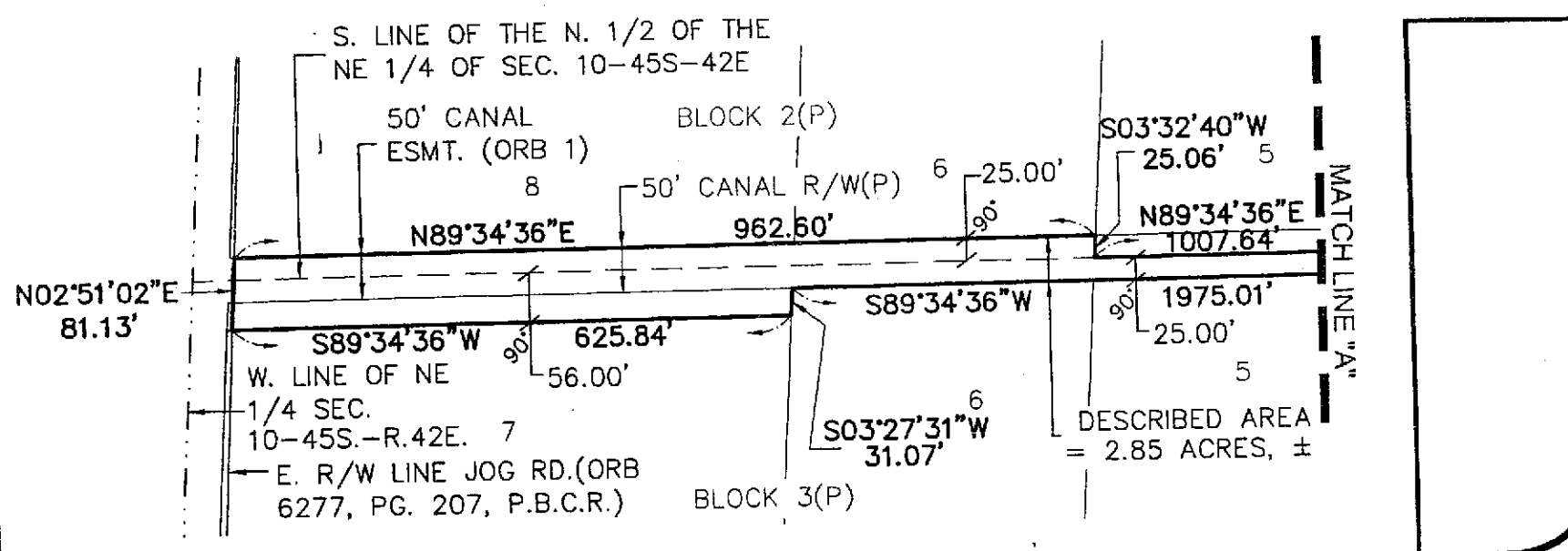
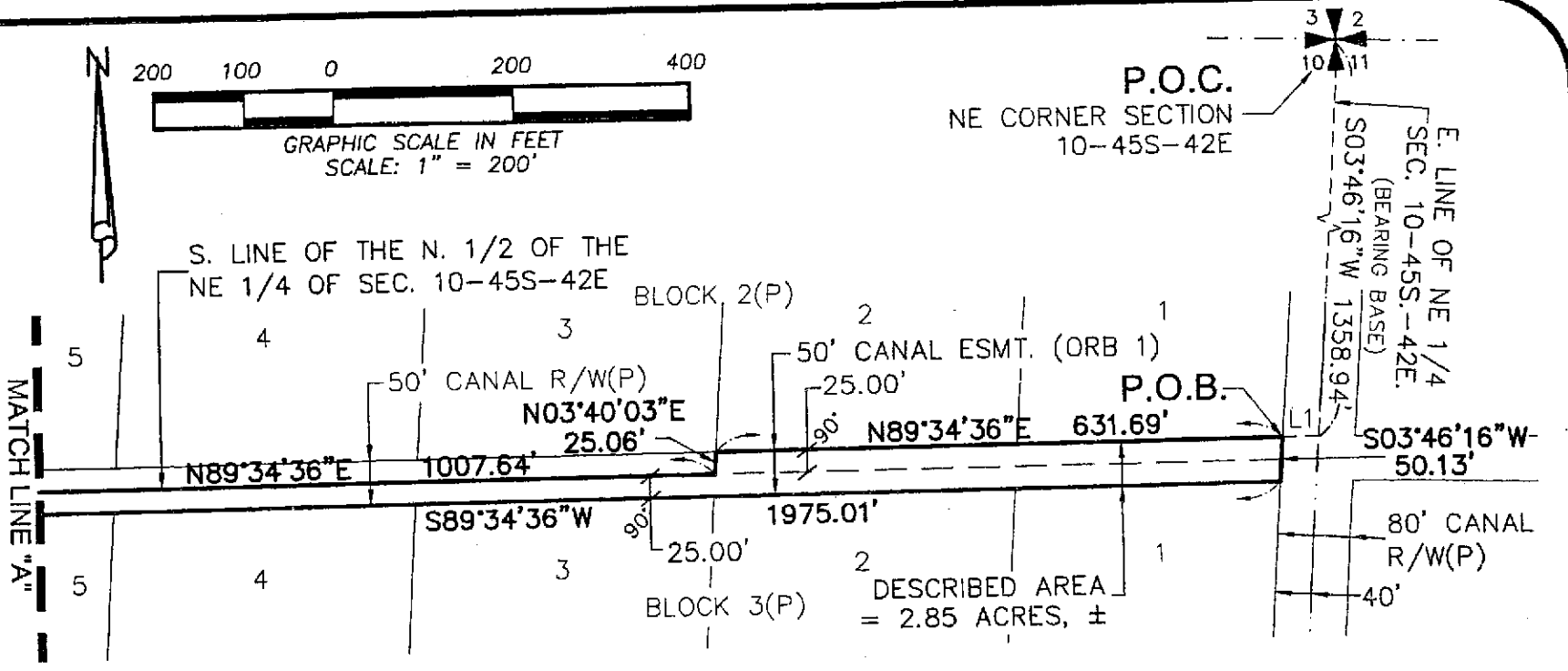
DRAWN: DAB	SCALE: N/A	DATE: 01/31/05
CKD.: DJL	JOB# 03-089CANAL-SD	SHEET 2 OF 3

K:\2003 jobs\03-089\dwg\03-089CANAL\_SDD.dwg 2/8/2006 4:34:43 PM EST

**Dennis J. Leavy & Associates, Inc.**  
 Land Surveyors \* Mappers  
 460 Business Park Way \* Suite D  
 Royal Palm Beach, Florida 33411  
 phone 561 753-0650 fax 561 753-0290

**SKETCH & DESCRIPTION**  
 FOR: EB DEVELOPERS, INC.

DRAWN: DAB	SCALE: 1"=200'	DATE: 01/31/05
CKD.: DJL	JOB# 03-089CANAL-SD	SHEET 3 OF 3



**EXHIBIT "C"**

**AS-IS ACKNOWLEDGMENT**

## "AS IS" ACKNOWLEDGMENT

**THIS ACKNOWLEDGMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by HYPOLUXO/JOE, LLC, ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

### WITNESSETH:

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated \_\_\_\_\_, 200\_\_ (Resolution No. R- \_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of Five Hundred Thirteen Thousand dollars (\$ 513,000.00 ), 2.85 acre(s) of surplus land in Unincorporated Boynton Beach located in Section 10, Township 45, Range 42, Palm Beach County (the "Property"), and more particularly described as follows:

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

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

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

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION." Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property.
3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.

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

IN WITNESS WHEREOF, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Print Name)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**DESCRIPTION:**

A variable width strip of land lying within Section 10, Township 45 South, Range 42 East and also lying within an easement for canal purposes recorded in Official Records Book 325 on page 305 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the northeast corner of Section 10, Township 45 South, Range 42 East; thence South 03°46'16" West, as a basis of bearings, along the east line of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,358.94 feet; thence South 89°34'36" West; departing said line, a distance of 40.10 feet to the POINT OF BEGINNING; thence South 03°46'16" West, a distance of 50.13 feet; thence South 89°34'36" West, along a line lying 25.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,975.01 feet; thence South 03°27'31" West, departing said line, a distance of 31.07 feet; thence South 89°34'36" West, along a line lying 56.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 625.84 feet to the east right-of-way line of Jog Road as recorded in Official Records Book 6277 on Page 207 of the Public Records of Palm Beach County, Florida; thence North 02°51'02" East, along said right-of-way line and the northerly prolongation thereof, a distance of 81.13 feet; thence North 89°34'36" East, along a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 962.60 feet; thence South 03°32'40" West, departing said line, a distance of 25.06 feet to a point on the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said south line, a distance of 1,007.64 feet; thence North 03°40'03" East, departing said south line, a distance of 25.06 feet to a point on a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said line, a distance of 631.69 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 124,289.22 square feet or 2.85 acres, more or less.

PREPARED BY AND RETURN TO:  
PETER BANTING, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
3200 BELVEDERE ROAD, BUILDING 1169  
WEST PALM BEACH, FLORIDA 33406-1544

PROPERTY CONTROL NUMBER: 00-42-45-10-01-009-0000 (A PORTION OF)

## COUNTY DEED

This Deed is 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, party of the first part, and **HYPOLUXO/JOG, LLC**, a Florida limited liability company, whose legal mailing address is 7284 W. Palmetto Park Road, Suite 106, Boca Raton, Florida 33433, party of the second part.

### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the party of the second part, 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.

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

### ATTEST:

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

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

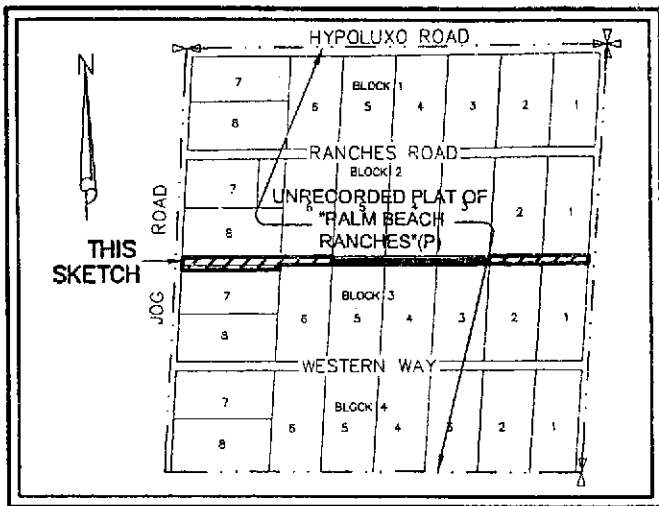
By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

(OFFICIAL SEAL)

# SKETCH & DESCRIPTION



LOCATION MAP  
NOT TO SCALE

EXHIBIT "A"

**NOTES:**

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A CALCULATED BEARING OF SOUTH 03°46'16" WEST. BASED UPON THE NORTH AMERICAN DATUM OF 1983 ON THE 1990 ADJUSTMENT FOR THE FLORIDA TRANSVERSE MERCATOR-EAST ZONE.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSE BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599 AND THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS 5888.
5. THIS IS NOT A SURVEY.

**LEGEND:**

O.R.B. = OFFICIAL RECORDS BOOK  
 ORB 1 = AS DESCRIBED IN AN EASEMENT FOR CANAL PURPOSES RECORDED IN O.R.B. 325, PG. 305, P.B.C.R.  
 P.B.C.R. = PALM BEACH COUNTY RECORDS  
 PG. = PAGE

P = AS DEPICTED ON THE UNRECORDED PLAT OF "PALM BEACH RANCHES", NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 45 SO., RANGE 42 EA., PALM BEACH COUNTY, FLORIDA.  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 R/W = RIGHT-OF-WAY  
 SEC. = SECTION

2-9-06  
 David A. [Signature]  
 FOR THE FIRM

6/15/05	REVISE PER P.B.C. COMMENTS - SHEET 3 OF 3	DAB
REVISIONS		

**Dennis J. Leavy & Associates, Inc.**  
 Land Surveyors \* Mappers  
 460 Business Park Way \* Suite D  
 Royal Palm Beach, Florida 33411  
 phone 561 753-0650 fax 561 753-0290

**SKETCH & DESCRIPTION**  
**FOR: EB DEVELOPERS, INC.**

DRAWN: DAB	SCALE: N/A	DATE: 01/31/05
CKD.: DJL	JOB# 03-089CANAL-SD	SHEET 1 OF 3



## DESCRIPTION:

A variable width strip of land lying within Section 10, Township 45 South, Range 42 East and also lying within an easement for canal purposes recorded in Official Records Book 325 on page 305 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the northeast corner of Section 10, Township 45 South, Range 42 East; thence South 03°46'16" West, as a basis of bearings, along the east line of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,358.94 feet; thence South 89°34'36" West, departing said line, a distance of 40.10 feet to the POINT OF BEGINNING; thence South 03°46'16" West, a distance of 50.13 feet; thence South 89°34'36" West, along a line lying 25.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,975.01 feet; thence South 03°27'31" West, departing said line, a distance of 31.07 feet; thence South 89°34'36" West, along a line lying 56.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 625.84 feet to the east right-of-way line of Jog Road as recorded in Official Records Book 6277 on Page 207 of the Public Records of Palm Beach County, Florida; thence North 02°51'02" East, along said right-of-way line and the northerly prolongation thereof, a distance of 81.13 feet; thence North 89°34'36" East, along a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 962.60 feet; thence South 03°32'40" West, departing said line, a distance of 25.06 feet to a point on the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said south line, a distance of 1,007.64 feet; thence North 03°40'03" East, departing said south line, a distance of 25.06 feet to a point on a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said line, a distance of 631.69 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 124,289.22 square feet or 2.85 acres, more or less.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°34'36"W	40.10'

**Dennis J. Leavy & Associates, Inc.**  
Land Surveyors \* Mappers  
460 Business Park Way \* Suite D  
Royal Palm Beach, Florida 33411  
phone 561 753-0650 fax 561 753-0290

### SKETCH & DESCRIPTION FOR: EB DEVELOPERS, INC.

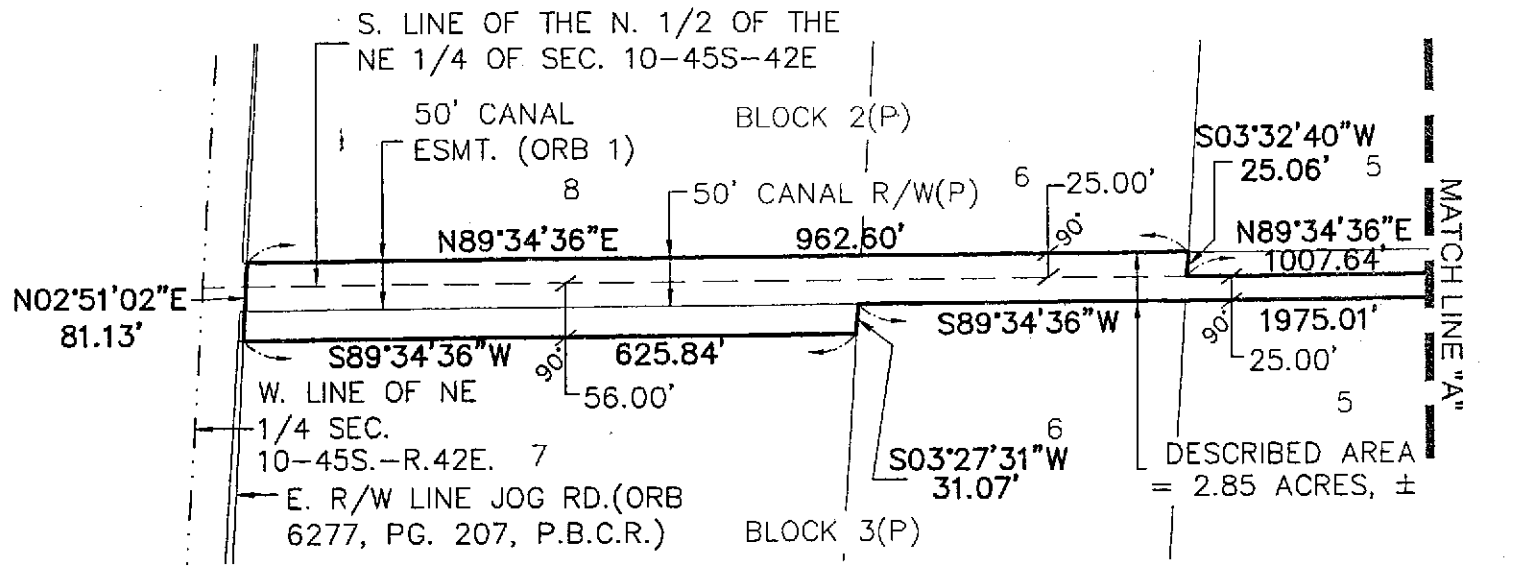
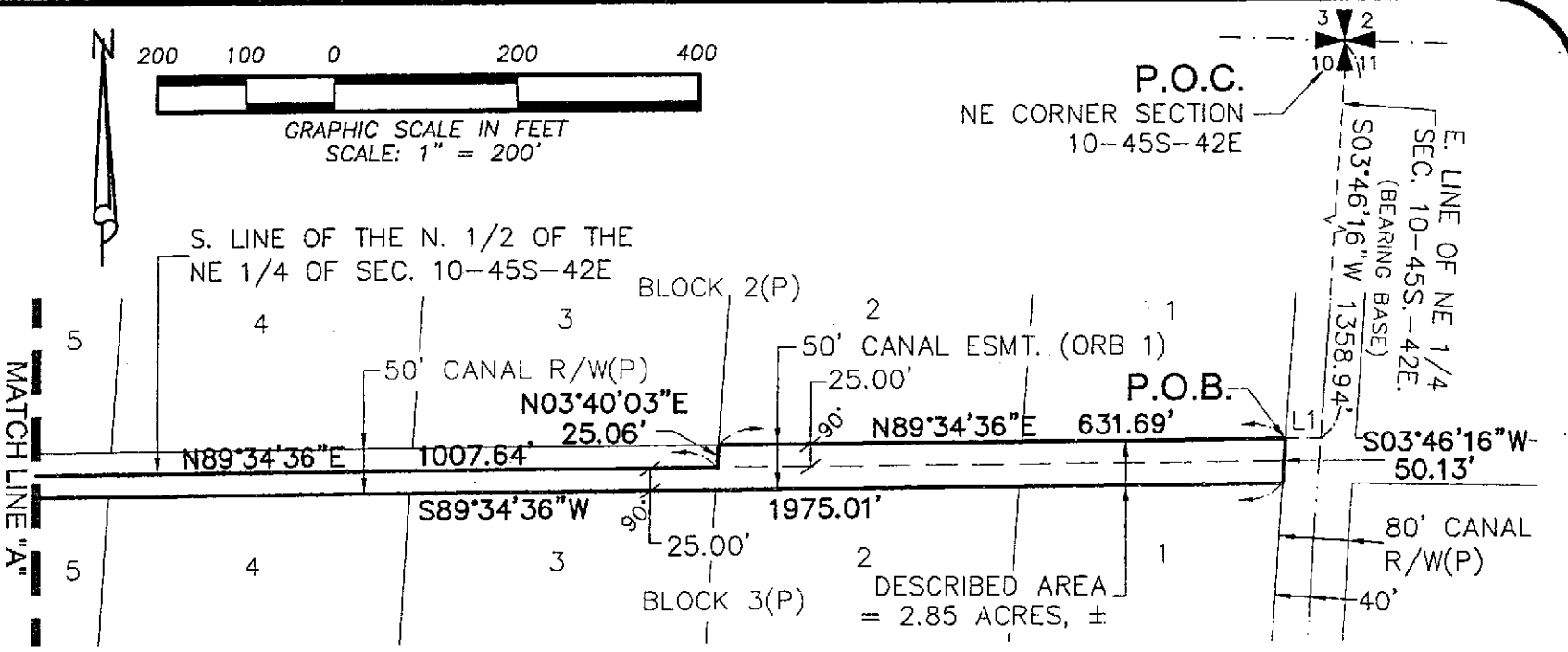
DRAWN: DAB	SCALE: N/A	DATE: 01/31/05
CKD.: DJL	JOB# 03-089CANAL-SD	SHEET 2 OF 3

K:\2003 Jobs\03-089\dwg\03-089CANAL-SD.dwg 2/9/2006 4:34:43 PM EST

Dennis J. Leavy & Associates, Inc.  
 Land Surveyors \* Mappers  
 460 Business Park Way \* Suite D  
 Royal Palm Beach, Florida 33411  
 phone 561 753-0650 fax 561 753-0290

SKETCH & DESCRIPTION  
 FOR: EB DEVELOPERS, INC.

DRAWN: DAB SCALE: 1"=200' DATE: 01/31/05  
 CKD.: DJL JOB# 03-089CANAL- SHEET 3 OF 3



**BUYERS 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, ELIE BERDUGO, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the MANAGING MEMBER (position - i.e. president, partner, trustee) of Hypoluxo/Jog, LLC. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 7284 W. PALMETTO PARK RD., SUITE 106 BOCA RATON, FL 33433

3. Attached hereto 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.

FURTHER AFFIANT SAYETH NAUGHT.

ELIE BERDUGO, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 21st day of Dec, 2008 by Elie Berdugo who is personally known to me or  who has produced as identification and who did take an oath.



Angela Pickett  
Notary Public

Angela Pickett  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 7/26/2009

**ATT.#5**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**DESCRIPTION:**

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Containing 124,289.22 square feet or 2.85 acres, more or less.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN HYPOLUXO/JOG, LLC

Name ELIE BERDUGO Address 7284 W. PALMETTO PARK RD Percentage of Interest 100%  
SUITE 106  
BOCA RATON, FL 33460

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.

ELIE BERDUGO IS THE SOLE OWNER OF  
HYPOLUXO/JOG, LLC.

Multiple horizontal lines for additional entries.

Select Year: 2005

## The 2005 Florida Statutes

Title XI	Chapter 125	<a href="#">View Entire Chapter</a>
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	COUNTY GOVERNMENT	

### 125.35 County authorized to sell real and personal property and to lease real property.--

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding the provisions of paragraph (a), the board of county commissioners is expressly authorized to:

1. Negotiate the lease of an airport or seaport facility;
2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or
3. Lease a professional sports franchise facility financed by revenues received pursuant to s. [125.0104](#) or s. [212.20](#);

under such terms and conditions as negotiated by the board.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=...](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=...) 1/9/2006

ATT.#6

board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

- (a) Establishment of competition and qualification standards upon which disposition will be determined.
- (b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.
- (c) Identification of the form and manner by which an interested person may acquire county property.
- (d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.
- (e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.
- (f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

History.--s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402.

Select Year: 2005 

## The 2005 Florida Statutes

Title XVIII  
PUBLIC LANDS AND PROPERTY

Chapter 270  
PUBLIC LANDS

[View Entire Chapter](#)

**270.11 Contracts for sale of public lands to reserve certain mineral rights; prohibition on exercise of right of entry in certain cases.--**

(1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths 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 interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

(2)(a) The Board of Trustees of the Internal Improvement Trust Fund may, in its discretion, sell or release any reserved interest or any portion thereof in or as to any particular parcel of land, and the State Board of Education may sell or release any such interest or any portion thereof which was reserved for said board pursuant to this section prior to September 1, 1967. Such sale or release shall be made on application of the owner of the title to the particular parcel of land with statement of reason justifying such sale or release.

(b) The right of entry in respect to any interest in phosphate, minerals, and metals or any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund or the State Board of Education is hereby released as to any parcel of property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.

(3) A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release.

(4) Any state agency, except a water management district, which receives royalties for parcels shall remit any such moneys into the General Revenue Fund, unless otherwise provided by law.

**History.--**ss. 1, 2, ch. 6159, 1911; RGS 1226; CGL 1771; s. 1095, ch. 19355, 1939; CGL 1940 Supp. 892 (414); s. 1, ch. 26849, 1951; s. 1, ch. 59-220; s. 2, ch. 61-119; ss. 27, 35, ch. 69-106; s. 76, ch. 71-355;



WRITTEN CONSENT OF THE SOLE MEMBER AND MANAGER  
OF HYPOLUXO/JOG, LLC

The undersigned, in his capacity as the sole Member and the Manager of Hypoluxo/Jog, LLC, a Florida limited liability company (the "Company"), hereby consents to the adoption of the following resolutions on behalf of the Company:

RESOLVED, that the Company hereby approves and consents to the acquisition of the following described property:

**SEE EXHIBIT A ATTACHED AND INCORPORATED HERETO (the Property)**

FURTHER RESOLVED, that Elie Berdugo, as Manager of the Company, for and on behalf of the Company, is hereby authorized to execute in such form as may be required all documents of conveyance, including, but not limited to affidavits, settlements statements and all such other documents and/or instruments as shall be required; and

FURTHER RESOLVED, that Elie Berdugo, as Manager of the Company, acting individually, be and hereby is authorized and directed, for the Company, to execute and deliver such documents and instruments as he shall determine to be necessary or appropriate in connection with the acquisition of the Property, or cause such determination to be conclusively evidenced by his signature on any such document, and to do or cause to be done all such other acts or things as he shall determine to be necessary or appropriate in connection therewith; and

FURTHER RESOLVED, that Elie Berdugo, as Manager of the Company, acting individually, is authorized and directed to take any additional action and execute and deliver all additional documents and instruments for the Company, and to do or cause to be done all such other acts or things as he shall determine to be necessary or appropriate to give effect to and to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of December 9, 2005.

HYPOLUXO/JOG, LLC, a  
Florida limited liability company

By: 

Elie Berdugo, Manager and Sole Member

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### DESCRIPTION:

A variable width strip of land lying within Section 10, Township 45 South, Range 42 East and also lying within an easement for canal purposes recorded in Official Records Book 325 on page 305 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the northeast corner of Section 10, Township 45 South, Range 42 East; thence South 03°46'16" West, as a basis of bearings, along the east line of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,358.94 feet; thence South 89°34'36" West, departing said line, a distance of 40.10 feet to the POINT OF BEGINNING; thence South 03°46'16" West, a distance of 50.13 feet; thence South 89°34'36" West, along a line lying 25.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,975.01 feet; thence South 03°27'31" West, departing said line, a distance of 31.07 feet; thence South 89°34'36" West, along a line lying 56.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 625.84 feet to the east right-of-way line of Jog Road as recorded in Official Records Book 6277 on Page 207 of the Public Records of Palm Beach County, Florida; thence North 02°51'02" East, along said right-of-way line and the northerly prolongation thereof, a distance of 81.13 feet; thence North 89°34'36" East, along a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 962.60 feet; thence South 03°32'40" West, departing said line, a distance of 25.06 feet to a point on the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said south line, a distance of 1,007.64 feet; thence North 03°40'03" East, departing said south line, a distance of 25.06 feet to a point on a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said line, a distance of 631.69 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 124,289.22 square feet or 2.85 acres, more or less.