

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

FAIRFIELD AT BOCA ASSOCIATION, INC.,
a Florida not-for-profit corporation,

Plaintiff,

CASE NO.: _____

v.

MPF VANDERBILT BOCA PROPERTY, LLC,
a Delaware limited liability company;
SCC BOCA CENTER EAT LLC;
DDR CONTINENTAL LP; and
DOES 1–10, inclusive,

Defendants.

**COMPLAINT FOR DECLARATORY RELIEF, BREACH OF CONTRACT,
INJUNCTIVE RELIEF, TRESPASS, NUISANCE, NEGLIGENCE, AND UNJUST
ENRICHMENT**

COMES NOW, Plaintiff, FAIRFIELD AT BOCA ASSOCIATION, INC. (“Fairfield” or “Plaintiff”), sues Defendants, MPF VANDERBILT BOCA PROPERTY, LLC (“MPF Vanderbilt”), SCC BOCA CENTER EAT LLC (“SCC”), DDR CONTINENTAL LP (“DDR”), and JOHN DOES 1–10 (collectively, “Boca Center” or “Defendants”), and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a Florida not-for-profit corporation and homeowners’ association that owns, operates, and maintains common property within the Fairfield at Boca community in Palm Beach County, Florida.
2. Defendant MPF Vanderbilt is a Delaware limited liability company that owns real property located at 5100–5200 Town Center Circle, Boca Raton, Florida (the “Boca Center Property”), and is a successor and/or assignee to the Grantee’s rights and obligations under the Drainage Easement described below.

3. Upon information and belief, Defendant SCC and Defendant DDR claim an ownership, leasehold, management, or other interest in, and/or exercise control over, the Boca Center Property and/or its stormwater/drainage improvements that discharge through the Drainage Easement; they are joined to ensure complete relief.

4. JOHN DOES 1–10 are persons or entities whose true names are presently unknown to Plaintiff, who claim an interest in, control of, and/or responsibility for the Boca Center Property and its drainage systems. Plaintiff will amend this Complaint to state their true names when ascertained.

5. This is an action for damages and equitable relief exceeding \$50,000, exclusive of interest, attorneys' fees, and costs.

6. Venue is proper in Palm Beach County, Florida, because the property at issue is located in Palm Beach County and the causes of action accrued in Palm Beach County.

GENERAL ALLEGATIONS

7. On or about November 18, 1999, Plaintiff (as "Grantor") executed a written Drainage Easement in favor of 485 Properties, L.L.C. (as "Grantee") (the "Drainage Easement"). The Drainage Easement was recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 12035, Page 1034.

8. The Drainage Easement is perpetual and grants Grantee (and its successors and assigns) a non-exclusive easement for drainage and stormwater runoff from the Boca Center parcel over and across Plaintiff's parcel and into a retention pond located on Plaintiff's property (the "Retention Pond").

9. The Drainage Easement contains ongoing maintenance and cost-allocation provisions regarding the Retention Pond and the drainage easement area (the "Drainage Facilities"). The Drainage Easement further provides for reimbursement of "Easement Costs" within forty-five (45) days of

a proper request and recognizes that enforcement-related costs, including attorneys' fees, may be recoverable in connection with lien/enforcement remedies and contractual indemnity.

10. Critically, the Drainage Easement's maintenance/cost-allocation paragraph includes a blank percentage field for the Grantee's "proportionate share" of Easement Costs. Plaintiff contends, among other things, that (a) Defendants bear the responsibility and burden of repairing damage caused by their use of the Drainage Easement and (b) the blank percentage creates at a minimum, a justiciable controversy requiring a declaration of the parties' rights and obligations, including who must pay for the necessary repairs.

3. **Maintenance.** The parties hereby agree that Grantor shall be responsible for the maintenance of the Retention Pond and Drainage Easement area ("Easement Costs"), but that Grantor shall be entitled to reimbursement from Grantee within forty-five (45) days of Grantor's request for reimbursement, in an amount equal to Grantee's proportionate share of the Easement Costs, said proportionate share being _____% based upon the total acreage of the respective parcels using the Drainage Easement and Retention Pond. The parties further agree that each party shall maintain public liability insurance for the Retention Pond and Drainage Easement in such amounts as are mutually agreeable by the parties. In the event that Grantor fails to adequately maintain the Retention Pond and Drainage Easement area in accordance with all applicable statutes, laws, ordinances, and rules applicable to the Retention Pond and Drainage easement area (the "Applicable Laws"), Grantee shall be entitled to take any action, in Grantee's sole discretion, necessary to ensure compliance with Applicable Laws. Grantee shall be entitled to obtain reimbursement from Grantor, within forty-five (45) days of Grantee's request for reimbursement, of all costs incurred in ensuring compliance with Applicable Laws. If Grantor fails to timely provide Grantee with the reimbursement specified herein, Grantee shall be entitled to record a Claim of Lien against the Fairfield Parcel securing the principal amount of such reimbursement, as well as any attorneys' fees, costs, and interest incurred in connection with the recording of such Claim of Lien.

11. What needs to be determined is the percentage referenced above, specifically:

proportionate share being _____% based upon the total acreage of the respective parcels using the Drainage Easement and Retention Pond. The parties further agree that each party shall maintain public

What Plaintiff believes it will show, is that the Defendant solely uses the Drainage Easement and Retention Pond and that the other side of the community has a number of lakes servicing the Association. However, with its failure to maintain, over time, Defendants' stormwater discharge and the disrepair of the drainage outfalls and related improvements have caused erosion, washouts,

exposed pipes, unsafe slopes, and ongoing damage to Plaintiff's lake bank and common property adjacent to the Drainage Facilities.

12. On August 1, 2024, Plaintiff (through counsel) provided written notice to Defendants describing the failure of the Drainage Easement and the ongoing damage, and demanded that Defendants promptly address the condition. The notice included photographs of the damage and a contractor proposal to perform necessary repair work (including replacement/installation of large-diameter pipe and restoration work) in the amount of \$130,500.00.





13. Defendants responded by letter dated December 9, 2024. In that response, Defendants acknowledged the existence of the Drainage Easement, acknowledged that their property benefits from it, and acknowledged that they are responsible for reimbursement of their proportionate share of Easement Costs. Defendants further indicated that they would retain an engineer to inspect the Drainage Facilities.

14. Despite notice, acknowledgment of responsibility, and the passage of substantial time, Defendants have failed and refused to implement repairs, stop the damaging discharge condition, or restore Plaintiff's property. The damage is continuing and threatens further erosion, property loss, and safety hazards to residents and invitees.

15. Plaintiff has performed all conditions precedent to the bringing of this action, or such conditions have been waived or excused.

COUNT I – DECLARATORY RELIEF (Chapter 86, Florida Statutes)

16. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

17. An actual, present, and justiciable controversy exists between Plaintiff and Defendants regarding the parties' respective rights and obligations under the Drainage Easement, including (a) responsibility for repairing and restoring the Drainage Facilities and adjacent damaged areas; and

(b) responsibility for payment and/or reimbursement of the Easement Costs where the Drainage Easement leaves blank the stated “percentage” allocation for the Grantee’s proportionate share, if not entire share of the costs.

18. Plaintiff contends that Defendants, as beneficiaries and successors/assignees of the Grantee, must (i) immediately cure the dangerous and damaging conditions associated with their stormwater discharge and (ii) bear the costs of the necessary repairs and restoration, including because the Drainage Easement’s blank percentage field cannot be used by Defendants to avoid responsibility.

19. In the alternative, Plaintiff contends that Defendants must reimburse Plaintiff for at least Defendants’ proportionate share of Easement Costs as determined by the Drainage Easement’s acreage-based apportionment concept and/or as determined by the Court.

20. A declaration of the parties’ rights and obligations is necessary to guide the parties’ conduct and to prevent continuing harm. Plaintiff lacks an adequate remedy at law for this continuing controversy absent declaratory and injunctive relief.

WHEREFORE, for the reasons set forth herein, Plaintiff requests that the Court enter a declaratory judgment:

A. Declaring the parties’ respective rights and obligations under the Drainage Easement with respect to the Drainage Facilities;

B. Declaring that Defendants are responsible to cure the condition, effectuate the necessary repairs, and restore Plaintiff’s property;

C. Declaring Defendants’ payment/reimbursement obligations for Easement Costs (including, as applicable, a determination of the percentage share and/or that Defendants bear the costs of repair and restoration);

D. Awarding Plaintiff such other and further relief as the Court deems just, proper, and equitable, including fees and costs as permitted by contract and/or law.

COUNT II – BREACH OF CONTRACT (Drainage Easement)

21. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

22. The Drainage Easement is a valid and binding written agreement running with the land and binding upon Defendants as successors/assignees to the Grantee's interest in the Boca Center parcel.

23. Plaintiff has performed its obligations under the Drainage Easement or such performance has been excused by Defendants' breaches and/or by Defendants' failure to cooperate and cure the harmful condition.

24. Defendants have materially breached the Drainage Easement by, among other things:

- a. Failing and refusing to take timely action to cure disrepair and damaging discharge conditions associated with Defendants' use of the Drainage Easement;
- b. Failing and refusing to reimburse Plaintiff for the Easement Costs that are reasonably necessary to repair and restore the Drainage Facilities and damaged areas, after demand; and
- c. Otherwise failing to comply with the Drainage Easement in a manner that prevents continuing erosion, property damage, and unsafe conditions.

25. As a direct and proximate result of Defendants' breaches, Plaintiff has suffered and will continue to suffer damages, including but not limited to the costs of repair and restoration, loss of use and enjoyment, and other consequential damages to be proven at trial.

WHEREFORE, for the reasons set forth herein, Plaintiff requests judgment against Defendants for compensatory damages, interest, costs, and such other relief as the Court deems just and proper, including attorneys' fees as permitted by contract and/or law.

COUNT III – INJUNCTIVE RELIEF / SPECIFIC PERFORMANCE (Mandatory Injunction)

26. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

27. Defendants' conduct and failures are causing ongoing and irreparable harm to Plaintiff's real property, including continuing erosion and unsafe conditions that cannot be adequately remedied by money damages alone.

28. Plaintiff has no adequate remedy at law because Defendants' failure to cure and restore is continuing and will likely cause additional damage absent Court intervention.

29. Plaintiff has a clear legal right to relief under the Drainage Easement and Florida law; Plaintiff is likely to prevail on the merits; and the threatened injury to Plaintiff outweighs any harm to Defendants from being required to comply with their obligations and/or to cure the damaging condition.

WHEREFORE, for the reasons set forth herein, Plaintiff requests that the Court enter an injunction:

A. Requiring Defendants to immediately undertake and complete, at Defendants' expense, all work reasonably necessary to repair and restore the Drainage Facilities and any adjacent areas damaged by the discharge condition, consistent with applicable laws and reasonable engineering/contractor scopes;

B. Enjoining Defendants from continuing to use or maintain any stormwater discharge condition that causes erosion, washouts, or other physical damage to Plaintiff's property;

C. Awarding Plaintiff its reasonable attorneys' fees and costs as permitted by contract and/or law; and

D. Granting such other and further relief as the Court deems just, proper, and equitable.

COUNT IV – TRESPASS

30. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

31. Defendants, through the operation and/or negligent maintenance of their stormwater and drainage systems and their discharge through the Drainage Easement, have caused a physical

invasion of Plaintiff's property, including erosion, sediment displacement, and damage to lake bank improvements and adjacent common property.

32. Defendants' actions and omissions constitute a continuing trespass that has damaged Plaintiff's property and will continue unless abated.

WHEREFORE, for the reasons set forth herein, Plaintiff requests judgment against Defendants for damages, costs, and such other relief as the Court deems just and proper.

COUNT V – PRIVATE NUISANCE

33. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

34. Defendants' conduct has created and maintained a condition that substantially and unreasonably interferes with Plaintiff's use and enjoyment of its property, including unsafe conditions adjacent to the lake bank and the Drainage Facilities.

35. The nuisance is continuing, and Defendants have failed to abate it after notice.

WHEREFORE, for the reasons set forth herein, Plaintiff requests judgment for nuisance abatement, damages, costs, and such other relief as the Court deems just and proper.

COUNT VI – NEGLIGENCE

36. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

37. Defendants owed a duty to use, operate, and maintain their property and drainage improvements in a reasonable manner so as not to cause foreseeable harm to Plaintiff's adjacent property and common areas.

38. Defendants breached that duty by failing to reasonably maintain, repair, and/or correct the discharge and drainage conditions, and by failing to timely respond with a meaningful plan and action to cure after notice.

39. As a direct and proximate result, Plaintiff has sustained damages, including the costs to repair and restore its property and to address safety hazards.

WHEREFORE, for the reasons set forth herein, Plaintiff requests judgment for damages, interest, costs, and such other relief as the Court deems just and proper.

COUNT VII – UNJUST ENRICHMENT (Pled in the Alternative)

40. Plaintiff realleges and incorporates Paragraphs 1 through 15 as though fully set forth herein.

41. Defendants have knowingly accepted the benefit of draining stormwater and runoff from the Boca Center Property into Plaintiff's Retention Pond and across Plaintiff's property while failing to pay for or perform the repairs and restoration necessary to address the damage caused by such use.

42. Defendants' retention of this benefit without payment for the costs of repair and restoration would be inequitable.

WHEREFORE, for the reasons set forth herein, Plaintiff requests judgment for restitution in an amount to be proven at trial, together with costs and such other relief as the Court deems just and proper.

ATTORNEYS' FEES

43. Plaintiff seeks recovery of its reasonable attorneys' fees and costs as authorized by the Drainage Easement and, to the extent any contractual fee provision is unilateral, pursuant to section 57.105(7), Florida Statutes, and any other applicable authority.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and against Defendants, and award the following relief:

1. Declaratory relief as set forth in Count I;
2. Injunctive relief as set forth in Count III;

3. Compensatory damages (including repair and restoration damages) in an amount to be proven at trial;
4. Pre-judgment and post-judgment interest as allowed by law;
5. Reasonable attorneys' fees and taxable costs; and
6. Such other and further relief as the Court deems just, proper, and equitable.

SHIR LAW GROUP, P.A.
2295 N.W. Corporate Blvd., Suite 140
Boca Raton, Florida 33431
Telephone: (561) 999-5999
Facsimile: (561) 893-0999
Email: gshir@shirlawgroup.com
Service Email: office@shirlawgroup.com

By: Guy M. Shir
Guy M. Shir, Esq.
Florida Bar No.: 114863
Attorney for Plaintiff

NOT A CERTIFIED COPY

Sep-25-2000 07:17pm 00-366131

ORB 12035 Pg 1034

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

A Kerman Senters #
1 SE 3rd Ave, Ste 2800
Miami, FL 33131 ✓

Prepared by and Return to:

Ronald A. Kriss, Esq.

Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.

Two South Biscayne Boulevard

Suite 3400

Miami, Florida 33131

DRAINAGE EASEMENT

DRAINAGE EASEMENT granted on ~~November~~ 18th 1999 by FAIRFIELD AT BOCA ASSOCIATION, INC., a Florida corporation ("Grantor"), whose mailing address is 4301 Oak Circle, # 23, Boca Raton, Florida 33431 in favor of 485 PROPERTIES, LLC, a Delaware limited liability company ("Grantee"), a New York corporation, whose mailing address is 730 Third Avenue, New York, NY 10017.

PRELIMINARY STATEMENT

- A. Grantor is the owner of the parcel of property legally described in Exhibit A hereto (the "Fairfield Parcel").
- B. Grantee is the owner of the parcel of real property legally described on Exhibit B hereto (the "485 Parcel").
- C. The Fairfield Parcel and the 485 Parcel were both originally owned by a common owner, Arvida Corporation, a Delaware corporation. The Fairfield Parcel and the 485 Parcel are herein collectively called the "Parcels."
- D. The Parcels were designed in such manner that water from the 485 Parcel drains into a retention pond located on the Fairfield Parcel (the "Retention Pond").
- E. The parties wish to grant for the benefit of the 485 Parcel an easement over, across, under, through and onto the Fairfield Parcel for the purposes of storm water drainage, retention and detention into the Retention Pond, as well as provisions for the maintenance and upkeep of the Retention Pond.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, and the sum of One and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree for themselves, their heirs, successors and assigns, as follows:

1. Recitals: The foregoing recitals are true and correct and incorporated fully in this Agreement

2. Drainage Easement: Grantor hereby grants to Grantee a perpetual, non-exclusive easement for the purposes of drainage and storm water runoff from the 485 Parcel over and across, under through and onto the Fairfield Parcel into the Retention Pond. This easement shall include the right to drain into all conduits, ducts and/or swales located on the Fairfield Parcel which conduct water into the Retention Pond.

3. Maintenance. The parties hereby agree that Grantor shall be responsible for the maintenance of the Retention Pond and Drainage Easement area ("Easement Costs"), but that Grantor shall be entitled to reimbursement from Grantee within forty-five (45) days of Grantor's request for reimbursement, in an amount equal to Grantee's proportionate share of the Easement Costs, said proportionate share being ____% based upon the total acreage of the respective parcels using the Drainage Easement and Retention Pond. The parties further agree that each party shall maintain public liability insurance for the Retention Pond and Drainage Easement in such amounts as are mutually agreeable by the parties. In the event that Grantor fails to adequately maintain the Retention Pond and Drainage Easement area in accordance with all applicable statutes, laws, ordinances, and rules applicable to the Retention Pond and Drainage easement area (the "Applicable Laws"), Grantee shall be entitled to take any action, in Grantee's sole discretion, necessary to ensure compliance with Applicable Laws. Grantee shall be entitled to obtain reimbursement from Grantor, within forty-five (45) days of Grantee's request for reimbursement, of all costs incurred in ensuring compliance with Applicable Laws. If Grantor fails to timely provide Grantee with the reimbursement specified herein, Grantee shall be entitled to record a Claim of Lien against the Fairfield Parcel securing the principal amount of such reimbursement, as well as any attorneys' fees, costs, and interest incurred in connection with the recording of such Claim of Lien.

4. Environmental. Each party represents to the other that it shall not place or cause to be placed toxic wastes or pollutants into the Retention Pond. Furthermore, each party agrees to indemnify and hold harmless the other from and against any and all damages sustained by the other as a result of any damages sustained by any person, firm, corporation or governmental agency in connection with the existence of toxic wastes or pollutants in the Retention Pond, including all attorneys' fees and costs incurred in enforcing this indemnity.

5. Water Surface Management Permit. The parties acknowledge that the use and operation of the Retention Pond is subject to compliance with the terms and conditions of a Water Surface Management Permit (the "Permit"). Grantor agrees to permit Grantee to take any action necessary to modify the Permit, from time to time, as may be required to permit Grantee's continued use of the Retention Pond in accordance with this Drainage Easement.

GRANTEE:

Signed, sealed and delivered
in the presence of:

485 Properties, I.L.C.
a Delaware limited liability company

[Signature]
Print name: EISA M. Guadalupe

By: *[Signature]* JH
Print Name: _____

[Signature]
Print Name: Laura Hill

Title: HARRY ST. CLAIR
Assistant Secretary

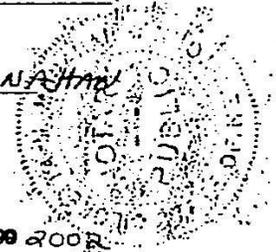
NOT A CERTIFIED COPY



State of New York)
)SS:
County of New York)

2000 The foregoing instrument was acknowledged before me this 14th day of February,
~~1999~~ by HARRY ST. CLAIR, as ASSISTANT SECRETARY of 485 Properties,
LLC, a Delaware limited liability company, on behalf of the corporation, who is personally known to
me or who has produced _____ as identification and did not take an oath.

[Signature]
Notary Public
State of New York
Print Name: LORETTA M. MONAHAN



My Commission Expires:
1/12/2002

LORETTA M. MONAHAN
Notary Public, State of N.Y.
No. 01MO6001475
Qualified in Bronx County
Commission Expires 1/12/2002 2002

NOT A CERTIFIED COPY

245743

EXHIBIT "A"

Legal description of Fairfield Parcel

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY

EXHIBIT A

Parcel 1

A parcel of land lying in the Northeast one-quarter of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Parcel "A", CEDAR GROVE - P.U.D., according to the Plat thereof, as recorded in Plat Book 41, pages 39 and 40, Public Records of Palm Beach County, Florida; thence South 89°51'25" West, along the Southerly line of said Parcel "A", a distance of 2249.39 feet to a point on the Easterly Right-of-Way line of Military Trail (State Road No. 809), as now laid out and in use, Recorded in Road Plat Book 4, pages 139 through 142, including Public Records of Palm Beach County, Florida, said point being further described as being on the arc of a circular curve to the left, whose radius point bears South 84°19'35" East, from the last described point; thence Southerly and Westerly along the arc of said curve, along said Easterly Right-of-Way Line, having a radius of 1849.86 feet, an arc distance of 199.98 feet to the Point of Tangency, thence South 00°31'13" East, along said Easterly Right-of-Way Line, a distance of 0.35 feet to a point on the Northerly line of the Lake Worth Drainage District L-47 Canal, said point being further described as being on the Southerly line of said Northeast one-quarter of Section 23; thence North 89°51'25" East, along said lines, a distance 2260.44 feet to a point 247.50 feet, West of the East line of said Northeast one-quarter of Section 23, thence North 00°35'30" West, along a line 247.50 feet West of, and parallel with, as measured at Right angles to said East line of the Northeast one-quarter of Section 23, a distance of 200.01 feet to the Southeast corner of said Parcel "A" and the Point of Beginning of this description.

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

AND

Parcel 2

Parcel A, CEDAR GROVE, a Planned Unit Development, according to the plat thereof as recorded in Plat Book 41, pages 39 and 40 of the Public Records of Palm Beach County, Florida.

FAIRFIELD

B3155 P0522

EXHIBIT 'C'DESCRIPTION:

A parcel of land lying in the Northeast One-Quarter of Section 23, Township 47 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 23; thence South $00^{\circ}15'30''$ East, along the East line thereof, a distance of 75.00 feet; thence South $89^{\circ}10'16''$ West, along a line 75.00 feet South of, and parallel with, as measured at right angles to, the North line of said Northeast One-Quarter, a distance of 247.50 feet to the POINT OF BEGINNING of this description; thence continue South $89^{\circ}10'16''$ West, along a line 75.00 feet South of, and parallel with, as measured at right angles to, the North line of said Northeast One-Quarter, a distance of 33.35 feet to the intersection with the arc of a circular curve to the left, whose radius point bears North $53^{\circ}10'19''$ West from the last described point, said point being further described as being on the Easterly right-of-way line of Military Trail, according to the plat thereof, as recorded in Road Plat Book 4, Pages 139 thru 142 inclusive, of the Public Records of Palm Beach County, Florida; thence Southerly and Westerly, along the arc of said curve, having a radius of 1697.02 feet an arc distance of 523.72 feet to the Point of Tangency; thence South $54^{\circ}30'17''$ West, along said right-of-way line, a distance of 1038.00 feet; thence South $35^{\circ}29'23''$ East, a distance of 446.88 feet; thence South $04^{\circ}50'46''$ East, a distance of 72.74 feet; thence South $40^{\circ}35'05''$ West, a distance of 92.26 feet; thence South $16^{\circ}41'57''$ East, a distance of 104.40 feet; thence South $48^{\circ}48'51''$ East, a distance of 107.30 feet; thence North $1^{\circ}39'28''$ East, a distance of 201.36 feet to the intersection with the arc of a circular curve to the left, whose radius point bears North $28^{\circ}13'45''$ East from the last described point; thence Easterly, Southerly, and Northerly, along the arc of said curve, having a radius of 400.00 feet, an arc distance of 584.36 feet to a point; thence North $89^{\circ}24'30''$ East, a distance of 224.64 feet to a point; thence West of the East line of said Northeast One-Quarter; thence North $00^{\circ}15'30''$ West, along a line 247.50 feet West of, and parallel with, as measured at right angles to, the East line of said Northeast One-Quarter, a distance of 1688.84 feet to the POINT OF BEGINNING of this description.

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

Containing 28.62 acres, more or less.

TRAIL EAST

B3155 P0523

EXHIBIT "D"

A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 13, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast One-Quarter (NE 1/4); thence run South $00^{\circ} 35' 30''$ East 71.00 feet along the East line of said Northeast One-Quarter (NE 1/4) to a point; thence run South $89^{\circ} 30' 16''$ West 147.50 feet to a point; thence run South $00^{\circ} 35' 30''$ East 1488.84 feet along a line 147.50 feet West of and parallel to the East line of said Northeast One-Quarter to the Point of Beginning; thence run South $89^{\circ} 24' 30''$ West 224.64 feet to a point of intersection of a curve concave to the Northwest, having a radius of 100.00 feet, a central angle of $31^{\circ} 49' 47''$ and a chord bearing of South $50^{\circ} 26' 27''$ West; thence run Southwesterly 224.21 feet along the arc of said curve to a point; thence run South $04^{\circ} 15' 42''$ East 70.99 feet to a point of curvature of a curve concave to the West, having a radius of 110.00 feet and a central angle of $43^{\circ} 11' 10''$; thence run Southwesterly 82.91 feet along the arc of said curve to a point of reverse curvature of a curve concave to the East, having a radius of 160.00 feet and a central angle of $54^{\circ} 28' 31''$; thence run Southerly 163.29 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Northwest, having a radius of 50.00 feet and a central angle of $128^{\circ} 05' 54''$; thence run Southwesterly 110.04 feet along the arc of said curve to a point of reverse curvature of a curve concave to the South, having a radius of 270.00 feet and a central angle of $42^{\circ} 26' 03''$; thence run Westerly 199.97 feet along the arc of said curve to a point of reverse curvature of a curve concave to the North, having a radius of 50.00 feet and a central angle of $81^{\circ} 02' 47''$; thence run Westerly 70.73 feet along the arc of said curve to a point of tangency; thence run North $34^{\circ} 54' 25''$ West 117.00 feet to a point of curvature of a curve concave to the South, having a radius of 60.00 feet and a central angle of $84^{\circ} 15' 23''$; thence run Westerly 90.31 feet along the arc of said curve to a point of tangency; thence run South $58^{\circ} 50' 13''$ West 30.00 feet to a point of curvature of a curve concave to the North, having a radius of 50.00 feet and a central angle of $90^{\circ} 48' 07''$; thence run Westerly 79.24 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Southwest, having a radius of 200.00 feet and a central angle of $44^{\circ} 34' 44''$; thence run Northwesterly 155.61 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Northeast, having a radius of 250.00 feet and a central angle of $44^{\circ} 08' 35''$; thence run Northwesterly 192.64 feet along the arc of said curve to a point of compound curvature of a curve concave to the East, having a radius of 90.00 feet and a central angle of $90^{\circ} 00' 00''$; thence run Northerly 141.37 feet along the arc of said curve to a point of curvature of a curve concave to the West, having a radius of 110.00 feet and a central angle of $149^{\circ} 12' 31''$; thence run Northerly 286.46 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Northeast, having a radius of 110.00 feet and a central angle of $66^{\circ} 52' 07''$; thence run Northwesterly 128.38 feet along the arc of said curve to a point of compound curvature of a curve concave to the East, having a radius of 190.00 feet and a central angle of $77^{\circ} 38' 30''$; thence run Northerly 257.47 feet along the arc of said curve to a point; thence run North $35^{\circ} 29' 23''$ West 28.23 feet to a point of intersection with the Southeasterly right of way

B3155 P0524

line of Military Trail, thence run South $54^{\circ} 30' 37''$ West 174.29 feet along said right of way line to a point of curvature of a curve concave to the Southeast, having a radius of 1849.85 feet and a central angle of $48^{\circ} 50' 12''$; thence run Southwesterly 1576.75 feet along the arc of said curve and along said right of way line to a point; thence run North $89^{\circ} 51' 25''$ East 2249.39 feet along a line parallel with and 200.00 feet North of the South line of said Northeast One-Quarter (NE 1/4) of Section 23 to a point; thence run North $00^{\circ} 33' 30''$ West 950.00 feet along a line 247.50 feet West of and parallel with the East line of said Northeast One-Quarter (NE 1/4) of Section 23 to the Point of Beginning.

B3155 P0525

EXHIBIT "E"

A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast One-Quarter (NE 1/4); thence run South $00^{\circ} 35' 30''$ East 75.00 feet along the East line of said Northeast One-Quarter (NE 1/4) to a point; thence run South $89^{\circ} 30' 18''$ East 247.50 feet to a point; thence run South $00^{\circ} 35' 30''$ East 1488.84 feet along a line 247.50 feet West of and parallel to the East line of said Northeast One-Quarter (NE 1/4) to a point; thence run South $89^{\circ} 24' 30''$ West 224.60 feet to a point of intersection of a curve concave to the Northwest, having a radius of 400.00 feet, a central angle of $31^{\circ} 49' 47''$ and a chord bearing of South $18^{\circ} 18' 27''$ West; thence run Southwesterly 222.21 feet along the arc of said curve to the Point of Beginning; thence run South $04^{\circ} 19' 42''$ East 70.99 feet to a point of curvature of a curve concave to the West, having a radius of 110.00 feet and a central angle of $43^{\circ} 11' 10''$; thence run Southwesterly 82.91 feet along the arc of said curve to a point of reverse curvature of a curve concave to the East, having a radius of 160.00 feet and a central angle of $38^{\circ} 28' 31''$; thence run Southerly 163.29 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Northwest, having a radius of 50.00 feet and a central angle of $128^{\circ} 05' 54''$; thence run Southwesterly 110.04 feet along the arc of said curve to a point of reverse curvature of a curve concave to the South, having a radius of 270.00 feet and a central angle of $42^{\circ} 26' 03''$; thence run Westerly 199.97 feet along the arc of said curve to a point of reverse curvature of a curve concave to the North, having a radius of 50.00 feet and a central angle of $81^{\circ} 02' 47''$; thence run Westerly 70.73 feet along the arc of said curve to a point of tangency; thence run North $34^{\circ} 34' 15''$ West 117.00 feet to a point of curvature of a curve concave to the South, having a radius of 60.00 feet and a central angle of $86^{\circ} 15' 23''$; thence run Westerly 90.33 feet along the arc of said curve to a point of tangency; thence run South $58^{\circ} 30' 13''$ West 10.00 feet to a point of curvature of a curve concave to the North, having a radius of 50.00 feet and a central angle of $90^{\circ} 48' 07''$; thence run Westerly 79.24 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Southwest, having a radius of 200.00 feet and a central angle of $44^{\circ} 34' 44''$; thence run Northwestly 155.61 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Northeast, having a radius of 250.00 feet and a central angle of $44^{\circ} 08' 55''$; thence run Northwestly 192.84 feet along the arc of said curve to a point of compound curvature of a curve concave to the East, having a radius of 90.00 feet and a central angle of $90^{\circ} 00' 00''$; thence run Northerly 141.37 feet along the arc of said curve to a point of curvature of a curve concave to the West, having a radius of 110.00 feet and a central angle of $149^{\circ} 12' 31''$; thence run Northerly 286.46 feet along the arc of said curve to a point of reverse curvature of a curve concave to the Northeast, having a radius of 110.00 feet and a central angle of $66^{\circ} 52' 07''$; thence run Northwestly 128.38 feet along the arc of said curve to a point of compound curvature of a curve concave to the East, having a radius of 190.00 feet and a central angle of $77^{\circ} 38' 30''$; thence run Northerly 257.47 feet along the arc of said curve to a point; thence run North $31^{\circ} 19' 23''$ West 24.29 feet to a point of intersection with the Southeasterly right of way

B9155 P0526

line of Military Trail; thence run North 54° 30' 37" East, 90.38 feet along said right of way line to a point; thence run South 35° 28' 23" East 440.00 feet to a point; thence run South 04° 50' 46" East 72.74 feet to a point; thence run South 40° 36' 05" West 92.28 feet to a point; thence run South 14° 41' 57" East 104.40 feet to a point; thence run South 48° 48' 51" East 106.30 feet to a point; thence run North 83° 59' 28" East 203.38 feet to a point of intersection with a curve concave to the North, having a radius of 400.00 feet, a central angle of 51° 52' 25" and a chord bearing of South 87° 42' 26" East; thence run Easterly 362.15 feet along the arc of said curve to the Point of Beginning.

A CERTIFIED COPY

EXHIBIT "B"

Legal description of 485 Parcel

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY

SCHEDULE A

PARCEL 1
LEGAL DESCRIPTION
[CROCKER TOWER]

All of Parcel 1 MILITARY TOWN CENTER PLAZA, according to the Flat thereof, as recorded in Plat Book 63, Pages 86 through 88 inclusive, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

Those certain non-exclusive utility easements and road easements appurtenant to Parcel 1 hereinabove described, which easements are more particularly described in Sections 4 and 5 of that certain Military/Town Center Restrictions and Reciprocal Easements dated as of November 30, 1988 by MTTC Associates, Ltd., Military Town Center Property, Inc. and Plaza at Town Centre Joint Venture, recorded on December 6, 1988 in Official Records Book 5893, at Page 1463 of the Public Records of Palm Beach County, Florida.

FARCEL 2
LEGAL DESCRIPTION
(CROCKER PLAZA)

Tracts 1 and 2, REPLAT OF FARCEL B "ARVIDA BUSINESS PLAZA," according to the Plat thereof as recorded in Plat Book 36, at Page 81, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Tract 1, REPLAT OF FARCEL B "ARVIDA BUSINESS PLAZA"; thence North 89 degrees 30' 16" E. along the North line of Tracts 1, 2 and 3 of said REPLAT OF FARCEL B "ARVIDA BUSINESS PLAZA", a distance of 1123.50 feet to a point on the arc of a circular curve to the left, whose radius bears N 65 degrees 10' 46" W from the last described point; thence Easterly and Northerly, along the arc of said curve, having a radius of 320.85 feet, an arc distance of 63.80 feet; thence S 89 degrees 30' 16" W, along a line parallel with, and 75.00 feet South of, as measured at right angles to, the North line of said Section 23, said line also being parallel with, and 60.00 feet North of, as measured at right angles to, the North line of said Tracts 1, 2 and 3, a distance of 1144.79 feet; thence S 00 degrees 23' 59" E, a distance of 60.00 feet to the Point of Beginning.

PARCEL 3
LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 2)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40 of the Public Records of Palm Beach County, Florida, thence N 54 degrees 30' 37" E a distance of 75.00 feet to the POINT OF BEGINNING; thence N 54 degrees 30' 37" E, a distance of 703.50 feet to a point of intersection with a non-tangent curve concave to the North having a radius of 66.25 feet and a central angle of 90 degrees 00' 00"; thence Southeasterly, Easterly, and Northeasterly along the arc of said curve a distance of 104.07 feet; thence N 54 degrees 30' 37" E, a distance of 145.17 feet to a point of curvature of a curve concave to the South having a radius of 76.00 feet and a central angle of 90 degrees 00' 00"; thence Northeasterly, Easterly and Southeasterly along the arc of said curve a distance of 119.38 feet; thence N 54 degrees 30' 37" E, a distance of 8.00 feet; thence S 35 degrees 29' 23" E, a distance of 239.62 feet; thence S 54 degrees 30' 37" W, a distance of 355.92 feet; thence S 35 degrees 29' 23" E, a distance of 85.00 feet; thence S 54 degrees 30' 37" W, a distance of 6.00 feet; thence S 35 degrees 29' 23" E, a distance of 25.00 feet; thence S 54 degrees 30' 37" W, a distance of 47.00 feet; thence N 80 degrees 29' 24" W, a distance of 99.00 feet; thence N 35 degrees 29' 23" W, a distance of 40.00 feet; thence N 54 degrees 30' 37" E, a distance of 10.00 feet; thence N 35 degrees 29' 23" W, a distance of 110.36 feet; thence S 54 degrees 30' 37" W, a distance of 60.00 feet; thence S 35 degrees 29' 23" E, a distance of 110.36 feet; thence N 54 degrees 30' 37" E, a distance of 10.00 feet; thence S 35 degrees 29' 23" E, a distance of 40.00 feet; thence S 9 degrees 30' 36" W, a distance of 99.00 feet; thence S 54 degrees 30' 37" W, a distance of 47.00 feet; thence N 35 degrees 29' 23" W, a distance of 35.00 feet; thence S 54 degrees 30' 37" W, a distance of 6.00 feet; thence N 35 degrees 29' 23" W, a distance of

75.00 feet; thence S 54 degrees 30' 37" W, a distance
of 357.00 feet; thence N 35 degrees 29' 23" W, a
distance of 381.87 feet to the POINT OF BEGINNING.

NOT A CERTIFIED COPY

LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 3)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence N 54 degrees 30' 37" E, a distance of 75.00 feet; thence S 35 degrees 29' 23" E, a distance of 381.87 feet to the POINT OF BEGINNING; thence N 54 degrees 30' 37" E, a distance of 357.00 feet; thence S 35 degrees 29' 23" E, a distance of 75.00 feet; thence N 54 degrees 30' 37" E, a distance of 6.00 feet; thence S 35 degrees 29' 23" E, a distance of 35.00 feet; thence N 54 degrees 30' 37" E a distance of 47.00 feet; thence S 9 degrees 30' 36" W, a distance of 11.91 feet; thence S 35 degrees 29' 23" E, a distance of 137.76 feet; thence S 17 degrees 46' 55" W, a distance of 31.47 feet; thence S 54 degrees 30' 37" W, a distance of 376.36 feet; thence N 35 degrees 29' 23" W, a distance of 275.00 feet to the POINT OF BEGINNING.

PARCEL 4
LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 4)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence N 54 degrees 30' 37" E, a distance of 575.00 feet; thence S 35 degrees 29' 23" E, a distance of 271.50 feet to the POINT OF BEGINNING; thence N 54 degrees 30' 37" E, a distance of 30.00 feet; thence S 35 degrees 29' 23" E, a distance of 110.36 feet; thence S 54 degrees 30' 37" W, a distance of 10.00 feet; thence S 35 degrees 29' 23" E, a distance of 40.00 feet; thence S 80 degrees 29' 23" E, a distance of 110.90 feet; thence S 35 degrees 29' 23" E, a distance of 153.40 feet; thence N 81 degrees 13' 42" W, a distance of 95.54 feet; thence S 54 degrees 30' 37" W, a distance of 60.00 feet; thence S 17 degrees 46' 55" W, a distance of 85.37 feet; thence N 35 degrees 29' 23" W, a distance of 137.76 feet; thence N 9 degrees 30' 37" E, a distance of 110.91 feet; thence N 35 degrees 29' 23" W, a distance of 40.00 feet; thence S 54 degrees 30' 37" W, a distance of 10.00 feet; thence N 35 degrees 29' 23" W, a distance of 100.36 feet; thence N 54 degrees 30' 37" E, a distance of 30.00 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 5)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida, thence N 54 degrees 30' 37" E, a distance of 75.00 feet; thence S 35 degrees 29' 23" E, a distance of 381.87 feet; thence N 54 degrees 30' 37" E, a distance of 643.00 feet to the POINT OF BEGINNING; thence N 54 degrees 30' 37" E, a distance of 355.92 feet; thence S 35 degrees 29' 23" E, a distance of 169.87 feet to a point of curvature of a curve concave to the West having a radius of 115.76 feet and a central angle of 34 degrees 53' 53"; thence Southeasterly along the arc of said curve, a distance of 70.51 feet to a point of tangency; thence S 0 degrees 35' 30" E, a distance of 43.55 feet; thence S 54 degrees 30' 37" W, a distance of 354.77 feet; thence N 35 degrees 29' 23" W, a distance of 153.40 feet; thence N 80 degrees 29' 23" W, a distance of 11.90 feet; thence N 54 degrees 30' 37" E, a distance of 47.00 feet; thence N 35 degrees 29' 23" W, a distance of 25.00 feet; thence N 54 degrees 30' 37" E, a distance of 6.00 feet; thence N 35 degrees 29' 23" W, a distance of 85.00 feet to the POINT OF BEGINNING.

PARCEL 5
 LEGAL DESCRIPTION
 [CROCKER CENTER]
 (AREA 1)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

BEGINNING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence N 54 degrees 30' 37" E, a distance of 75.00 feet; thence S 35 degrees 29' 23" E, a distance of 656.87 feet; thence N 54 degrees 30' 37" E, a distance of 376.36 feet; thence S 17 degrees 46' 55" W, a distance of 57.84 feet; thence S 35 degrees 29' 23" E, a distance of 160.00 feet; thence N 54 degrees 30' 37" E, a distance of 70.00 feet; thence S 35 degrees 29' 23" E, a distance of 135.00 feet; thence N 54 degrees 30' 37" E, a distance of 130.00 feet; thence N 35 degrees 29' 23" W, a distance of 125.00 feet; thence N 54 degrees 30' 37" E, a distance of 230.00 feet; thence N 35 degrees 29' 23" W, a distance of 130.00 feet; thence N 60 degrees 29' 23" W, a distance of 110.00 feet; thence N 54 degrees 30' 37" E, a distance of 270.97 feet; thence N 0 degrees 35' 30" W, a distance of 43.55 feet to a point of curvature of a curve concave to the West having a radius of 115.76 feet and a central angle of 34 degrees 53' 53"; thence Northwesterly along the arc of said curve, a distance of 70.51 feet to a point of tangency; thence N 35 degrees 29' 23" W, a distance of 409.49 feet; thence S 54 degrees 30' 37" W, a distance of 6.00 feet to an intersection with a non-tangent curve concave to the South having a radius of 76.00 feet and a central angle of 90 degrees 00' 00"; thence Northwesterly, Westerly and Southwesterly along the arc of said curve a distance of 119.38 feet to a point of tangency; thence S 54 degrees 30' 37" W, a distance of 145.17 feet to a point of curvature of a curve concave to the North having a radius of 65.25 feet and a central angle of 90 degrees 00' 00"; thence Southwesterly, Westerly and Northwesterly along the arc of said curve, a distance of 104.07 feet; thence N 54 degrees 30' 37" E, a

distance of 48.00 feet to an intersection with a non-tangent curve concave to the North having a radius of 18.25 feet and a central angle of 90 degrees 00' 00"; thence Southeasterly, Easterly and Northeasterly along the arc of said curve, a distance of 28.67 feet; thence N 54 degrees 30' 37" E, a distance of 145.17 feet to a point of curvature of a curve concave to the South having a radius of 124.00 feet and a central angle of 90 degrees 00' 00"; thence Northeasterly, Easterly and Southeasterly along the arc of said curve a distance of 194.78 feet; thence S 54 degrees 30' 37" W, a distance of 8.00 feet; thence S 35 degrees 29' 23" E, a distance of 460.31 feet; thence S 0 degrees 35' 30" E a distance of 497.34 feet; thence S 54 degrees 30' 37" W, a distance of 284.68 feet; thence S 35 degrees 29' 23" E, a distance of 15.46 feet to an intersection with a non-tangent curve concave to the North having a radius of 400.00 feet and a central angle of 83 degrees 42' 12"; thence Southwesterly and Westerly along the arc of said curve a distance of 584.36 feet; thence N 48 degrees 37' 51" W, a distance of 181.88 feet; thence N 35 degrees 29' 23" W, a distance of 650.00 feet to the POINT OF BEGINNING.

NOT A CERTIFIED COPY

LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 6)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence S 35 degrees 29' 23" E, a distance of 440.00 feet to the POINT OF BEGINNING; thence S 35 degrees 29' 23" E, a distance of 210.00 feet; thence S 48 degrees 37' 51" E, a distance of 181.88 feet; thence S 83 degrees 59' 28" W, a distance of 203.38 feet; thence N 48 degrees 48' 51" W, a distance of 106.30 feet; thence N 16 degrees 41' 57" W, a distance of 104.40 feet; thence N 40 degrees 36' 05" E, a distance of 92.20 feet; thence N 4 degrees 50' 46" W, a distance of 72.74 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 8)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence N 54 degrees 30' 37" E, a distance of 826.50 feet to the POINT OF BEGINNING; thence N 54 degrees 30' 37" E, a distance of 211.50 feet; to a point of curvature of a curve concave to the Northwest having a radius of 1697.02 feet and a central angle of 17 degrees 40' 56"; thence Northeasterly along the arc of said curve a distance of 523.72 feet; thence N 89 degrees 30' 16" E, a distance of 23.55 feet; thence S 0 degrees 35' 30" E, a distance of 815.95 feet; thence N 35 degrees 29' 23" W, a distance of 460.31 feet; thence N 54 degrees 30' 37" E, a distance of 8.00 feet; to an intersection with a non-tangent curve concave to the South having a radius of 124.00 feet and a central angle of 90 degrees 00' 00"; thence Northwesterly, Westerly and Southwesterly along the arc of said curve a distance of 194.75 feet to a point of tangency; thence S 54 degrees 30' 37" W, a distance of 145.17 feet; to a point of curvature of a curve concave to the North having a radius of 18.25 feet and a central angle of 90 degrees 00' 00"; thence Southwesterly, Westerly and Northwesterly along the arc of said curve a distance of 28.67 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION
[CROCKER CENTER]

(AREA 9)

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence N 54 degrees 30' 37" E, a distance of 575.00 feet; thence S 35 degrees 29' 23" E, a distance of 1010.46 feet to the POINT OF BEGINNING; thence N 54 degrees 30' 37" E, a distance of 246.38 feet; thence S 0 degrees 35' 30" E, a distance of 175.54 feet; thence S 89 degrees 24' 30" W, a distance of 224.64 feet; thence N 35 degrees 29' 23" W, a distance of 15.46 feet; thence N 54 degrees 30' 37" E, a distance of 38.29 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Those certain nonexclusive, reciprocal easements created pursuant to the Crocker Center Declaration of Covenants, Restrictions and Reciprocal Easements recorded in Official Records Book 4700, at Page 1240, of the Public Records of Palm Beach County, Florida, as amended to the date hereof.

EXHIBIT "C"

Drainage Permits

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY



South Florida Water Management District

P.O. Box 24680 • 5501 Gun Club Road • West Palm Beach, FL 33416-4680 • (407) 686-8800 • FL WATS 1-800-432-2045

CON 24-06-02

Regulation Department
Application No.: 900530-11

June 22, 1990

Teachers Insurance & Annuity Assoc.
730 Third Avenue
New York, N.Y. 10017

Dear Sir or Madam:

Subject: Notice of Intent to Construct Works
Modification to Permit and
Stormwater Discharge Certification No: 50-00524-S
Permittee: Teachers Insurance & Annuity Assoc.
Project : Crocker Executive Center
Location : Boca Raton, Palm Beach County, S14/T47S/R42E

This letter is to notify you of the District's agency action concerning your request of May 30, 1990, to modify the above referenced permit and Stormwater Discharge Certification. This action is taken pursuant to Rule 40E-1.606 and Chapter 40E-40, Florida Administrative Code.

Based on the information submitted which includes surface water management system design plans signed and sealed by a Florida registered Professional Engineer, a modification to the above referenced Permit and Stormwater Discharge Certification is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120 Florida Statutes, administrative hearing,
2. the attached 12 Standard Limiting Conditions,
3. 2 Exhibits; and
4. All Special Conditions previously stipulated by Permit Number 50-00524-S remain in effect unless otherwise revised and shall apply to the above referenced project.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you prior to the date specified in the "Notice of Rights", we will assume that you concur with the District's action.

Governing Board

James F. Garner, Chairman - Fort Myers
Doran A. Jason, Vice Chairman - Key Biscayne
Arsenio Milian - Miami

Fritz Stein - Belle Glade
Mike Stout - Windermere
Ken Adams - West Palm Beach

Valerie Boyd - Naples
James E. Nait - Fort Lauderdale
Charles W. Caussy - Islamorada

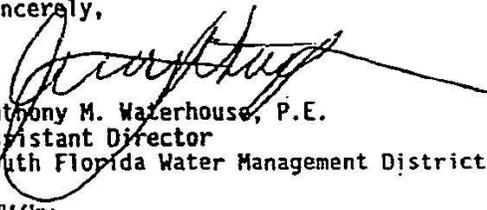
John R. Wodraska, Executive Director
Tilford C. Creel, Deputy Executive Director
Thomas K. MacVicar, Deputy Executive Director

Teachers Insurance & Annuity Assoc.
Subject: Notice of Intent to Construct Works
June 22, 1990
Page 2

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the addressee (and the persons listed in the attached distribution list) no later than 5:00 p.m. this 22, day of June, 1990, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,


Anthony M. Waterhouse, P.E.
Assistant Director
South Florida Water Management District

AMW/kw
CERTIFIED MAIL NO. P 390 540 996
Enclosures

NOT A CERTIFIED COPY



FORM 3537
10 87

South Florida Water Management District GENERAL PERMIT NOTICE OF RIGHTS

This Notice of Rights is intended to inform the recipient of the administrative and judicial review which may be available mandated by section 120.60(3), Florida Statutes. Be advised that although this notice is intended to be comprehensive, the review procedures set forth herein have been the subject of judicial construction and interpretation which may affect the administrative and judicial review available. Recipients are therefore advised to become familiar with Chapters 120 and 373, Florida Statutes, and judicial interpretation of the provisions of these chapters.

1. If a substantially affected person objects to the staff's recommendation, that person has the right to request an administrative hearing on the proposed agency action. The substantially affected person may request either a formal or an informal hearing as set forth below. Failure to comply with the prescribed time periods shall constitute a waiver of the right to a hearing.
2. If a substantially affected person believes a genuine issue of material fact is in dispute, that person may request a formal hearing pursuant to section 120.57(1), Florida Statutes, by filing a petition not later than:
 - a. IF NOTICE OF THE APPLICATION WAS PUBLISHED BY THE APPLICANT, within fourteen (14) days after mailing of the proposed agency action or
 - b. IF NOTICE OF THE APPLICATION WAS NOT PUBLISHED, within fourteen days after receipt of actual notice.

The request for a section 120.57(1), F.S., formal hearing must comply with the requirements of Rule 40E-1.521, Florida Administrative Code, a copy of which is attached. Petitions are deemed filed upon receipt by the District. Failure to substantially comply with the provisions of Rule 40E-1.521, Florida Administrative Code, shall constitute a waiver of the right to a section 120.57(1) hearing. If a petition for administrative hearing is not timely filed, the staff's proposed agency action will automatically mature into final agency action.

3. If a substantially affected person believes that no issues of material fact are in dispute, that person may request an informal hearing pursuant to section 120.57(2), F.S., by filing a petition for hearing not later than:
 - a. IF NOTICE OF THE APPLICATION WAS PUBLISHED BY THE APPLICANT, within fourteen (14) days after mailing of the proposed agency action or
 - b. IF NOTICE OF THE APPLICATION WAS NOT PUBLISHED, within fourteen days after receipt of actual notice.

A request for informal hearing shall be considered as a waiver of the right to request a formal section 120.57(1), F.S., hearing. A request for a section 120.57(1), F.S., formal hearing not in substantial compliance with the provisions of rule 40E-1.521, F.S., may be considered by the District as a request for informal hearing. If a petition for administrative hearing is not timely filed, the staff's proposed agency action will automatically mature into final agency action.

4. Pursuant to section 373.114, Florida Statutes, a party to the proceeding below may seek review of a Final Order rendered on a permit application before the Land and Water Adjudicatory Commission, as provided therein. Review under this section is initiated by filing a request for review with the Land and Water Adjudicatory Commission and serving a copy on the Department of Environmental Regulation and any person named in the Order within 20 days after rendering of the District's C. However, when the order to be reviewed has statewide or regional significance, as determined by the Land and Water Adjudicatory Commission within 60 days after receipt of a request for review, the commission may accept a request for review from any affected person within 30 days after the rendering of the order. Review under section 373.114, Florida Statutes, is limited solely to a determination of consistency with the provisions and purposes of Chapter 373, Florida Statutes. This review is appellate in nature and limited to the record below.
5. A party who is adversely affected by final agency action on the permit application is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes, as provided therein. Review under section 120.68, Florida Statutes, in the District Court of Appeal is initiated by filing a petition in the appropriate District Court of Appeal in accordance with Florida rule of appellate Procedure 9.110. The Notice of Appeal must be filed within 30 days of the final agency action.
6. Section 373.617(2), Florida Statutes, provides:

Any person substantially affected by a final action of any agency with respect to a permit may seek review within 90 days of the rendering of such decision and request monetary damages and other relief in the circuit court in the judicial circuit in which the affected property is located; however, circuit court review shall be confined solely to determining whether final agency action is an unreasonable exercise of the state's police power constituting a taking without just compensation. Review of final agency action for the purpose of determining whether the action is in accordance with existing statutes or rules and based on component substantial evidence shall proceed in accordance with Chapter 120.
7. Please be advised that exhaustion of administrative remedies is generally a prerequisite to appeal to the District Court of Appeal or the seeking of Circuit Court review of final agency action by the District on the permit application. There are, however, exceptions to the exhaustion requirement. The applicant is advised to consult the case law as to the requirements for exhaustion exceptions.

LIMITING CONDITIONS

1. THE PERMITTEE SHALL PROSECUTE THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE SHALL BE SUBMITTED TO THE DISTRICT AS REQUIRED. PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 17-3. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA AS REQUIRED, ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO THE SURFACE WATERS OF THE STATE.
3. THE PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LOCAL SUBDIVISION REGULATIONS AND OTHER LOCAL REQUIREMENTS. IN ADDITION, THE PERMITTEE SHALL OBTAIN ALL NECESSARY FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY CONSTRUCTION OR ALTERATION OF WORKS AUTHORIZED BY THIS PERMIT.
4. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL A FLORIDA REGISTERED PROFESSIONAL ENGINEER CERTIFIES THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE DESIGN APPROVED BY THE DISTRICT. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE SHALL SUBMIT THE CERTIFICATION AND NOTIFY THE DISTRICT THAT THE FACILITIES ARE READY FOR INSPECTION AND APPROVAL. UPON APPROVAL OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE ENTITY APPROVED BY THE DISTRICT.
5. ALL ROADS SHALL BE SET AT OR ABOVE ELEVATIONS REQUIRED BY THE APPLICABLE LOCAL GOVERNMENT FLOOD CRITERIA.
6. ALL BUILDING FLOORS SHALL BE SET AT OR ABOVE ELEVATIONS ACCEPTABLE TO THE APPLICABLE LOCAL GOVERNMENT.
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT SHALL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT. NO ROADWAY OR BUILDING CONSTRUCTION SHALL COMMENCE ON-SITE UNTIL COMPLETION OF THE PERMITTED DISCHARGE STRUCTURE AND DETENTION AREAS. WATER DISCHARGED FROM THE PROJECT SHALL BE THROUGH STRUCTURES HAVING A MECHANISM SUITABLE FOR REGULATING UPSTREAM WATER STAGES. STAGES MAY BE SUBJECT TO OPERATING SCHEDULES SATISFACTORY TO THE DISTRICT.
8. NO CONSTRUCTION AUTHORIZED HEREIN SHALL COMMENCE UNTIL A RESPONSIBLE ENTITY ACCEPTABLE TO THE DISTRICT HAS BEEN ESTABLISHED AND HAS AGREED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN. UPON RECEIPT OF WRITTEN EVIDENCE OF THE SATISFACTION OF THIS CONDITION, THE DISTRICT WILL ISSUE AN AUTHORIZATION TO COMMENCE CONSTRUCTION.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANTS SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. IT IS ALSO THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
12. PRIOR TO DEWATERING, PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR APPROVAL. INFORMATION SHALL INCLUDE AS A MINIMUM: PUMP SIZES, LOCATIONS AND HOURS OF OPERATION FOR EACH PUMP. IF OFF-SITE DISCHARGE IS PROPOSED, OR OFF-SITE ADVERSE IMPACTS ARE EVIDENT, AN INDIVIDUAL WATER USE PERMIT MAY BE REQUIRED. THE PERMITTEE IS CAUTIONED THAT SEVERAL MONTHS MAY BE REQUIRED FOR CONSIDERATION OF THE WATER USE PERMIT APPLICATION.

AIN

ORB 12035 Pg 1063

NOT A CERTIFIED COPY

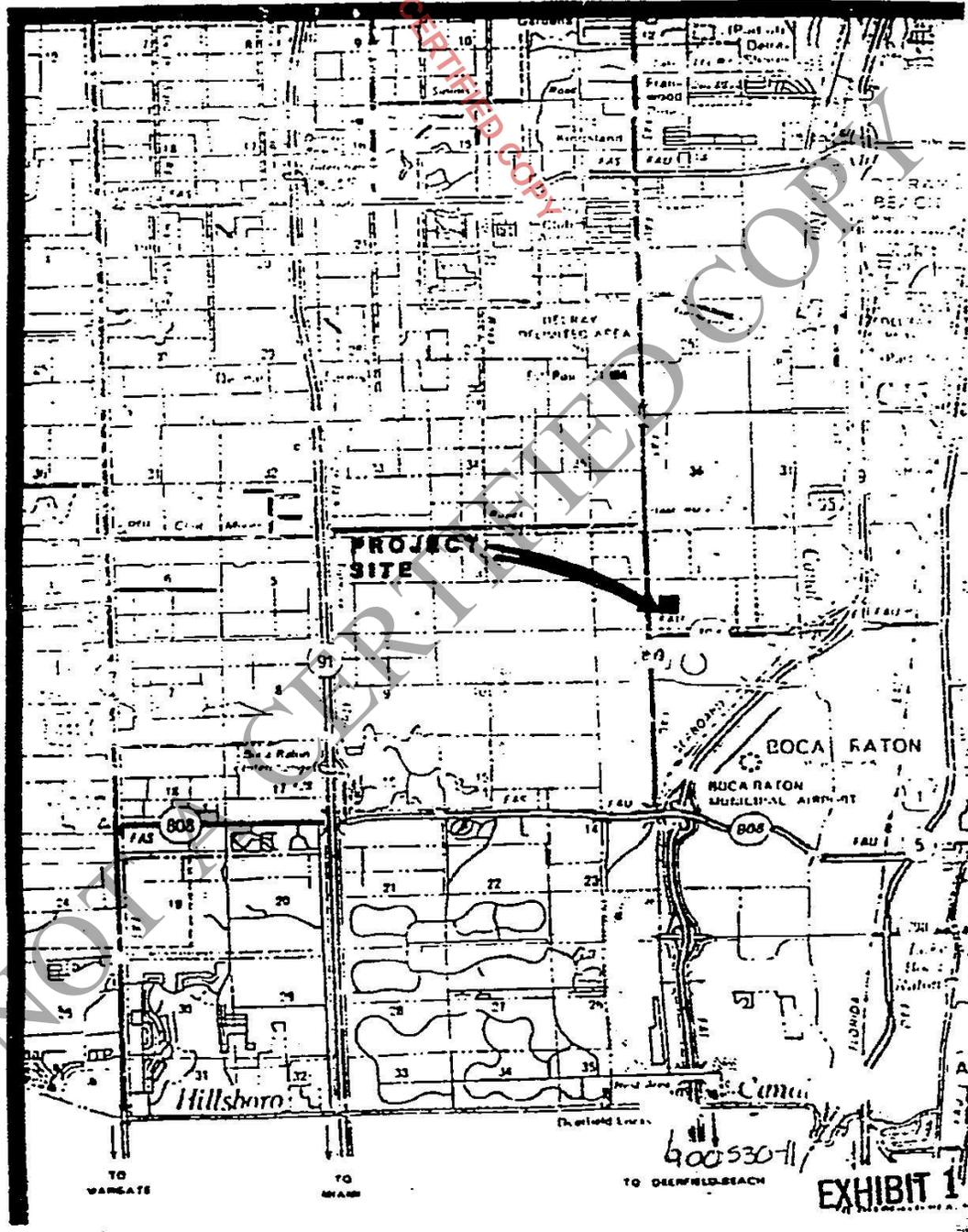


EXHIBIT 1

PROJECT: Crocker Executive Center

APPLICATION NUMBER: 900530-11

INTERNAL DISTRIBUTION

X Reviewer: JM Hiscock

- X S. Anderson
- X S. Bradow
- J. Carnes
- J. Fanjul - Miami
- X B. Colavecchio
- X M. Cruz
- K. Dickson
- JM Hiscock
- J. Jackson
- X F. Lund
- P. Millar
- J. Morgan
- B. Pratt
- X P. Rhoads
- M. Slayton
- X R. Mierau
- J. Show
- W. Stimmel
- J. Strutzel
- D. Thatcher
- X K. Wallace
- E. Yaun
- X Area Engineer
- X Day File
- X Enforcement
- X Field Representative
- X Permit File

EXTERNAL DISTRIBUTION

- X Applicant: Teachers Ins & Annuity
- X Applicant's Consultant: Motchkavitz Eng. Co.
- X Engineer, County of: Palm Beach
- X Engineer, City of: Boca Raton
- Local Drainage District: _____

EXTERNAL DISTRIBUTION CONT'D

DEPT. OF ENVIRONMENTAL REGULATION:

- Ft. Myers
- Orlando
- Port St. Lucie
- Tallahassee
- X West Palm Beach

BUILDING AND ZONING

- X Boca Raton
- Boynton Beach
- Royal Palm Beach
- Tequesta
- West Palm Beach

COUNTY

- Broward -BCEQCB
- Dir., Water Mgmt. Div.
- Dade -DERM
- Lee -D.O.T.
- Long Range Planning
- Mosquito Control
- Martin -Community Development Dir
- Orange -Env Protection Agency
- Public Utilities
- X Palm Beach -Building Division
- X -Environmental Res. Mgmt.
- X -Land Development Division
- X -School Brd., Growth Mgt.
- X -LWDD
- X -Zoning Division
- Polk -Water Resources Dept.
- St. Lucie -Planning Division

OTHER

- Sierra Club
- Central Florida Group
- Port St. Lucie Planning Division
- X U.S. EPA, Mr. Johnson
- U.S. EPA, Mr. Couch

EXHIBIT 2

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SURFACE WATER MANAGEMENT
GENERAL PERMIT NO. 50-00524-S-04**

Form #0942
08/95

DATE ISSUED: August 12, 1997

PERMITTEE: CARR DEVELOPMENT & CONSTRUCTION, INC.
2424 N. FEDERAL HIGHWAY, SUITE 160
BOCA RATON, FL 33431

AUG 12 1997

LWDD

PROJECT DESCRIPTION: MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 5.7
ACRE(S) OF OFFICE BUILDING DEVELOPMENT KNOWN AS "BOCA GRADES"
OFFICE BUILDING.

AKA: Peninsula Executive Cnd

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 14 TWP 47S RGE 42E

This is to notify you of the District's agency action concerning Permit Application No. 970623-15, dated June 23, 1997. This action is taken pursuant to Rule 40E-1.606 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and a Surface Water Management General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing,
2. the attached Standard Limiting Conditions,
3. the attached 8 Special Conditions, and
4. the attached 5 Exhibit(s).

Should you object to these Conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on the 1st day of August, 1997, in accordance with Section 120.60(3), Florida Statutes.

BY:

[Signature]
Anthony M. Waterhouse, P.E.
Director Surface Water Management
West Palm Beach Service Center

Certified Mail No. Z 397 165 924

Enclosures

RECEIVED 11 12 1997
ADD INFO

(1) Initiation of formal proceedings shall be made by petition to the District. The term petition as used herein includes any application or other document which expresses a request for formal proceedings. Each petition should be printed, typewritten or otherwise duplicated in legible form on white paper or standard legal size. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced and indented.

(2) All petitions filed under these rules shall contain:

- (a) The name and address of the District and the District's file or identification number, if known;
- (b) The name and address of the petitioner or petitioners;
- (c) An explanation of how each petitioner's substantial interests will be affected by the District's determination;
- (d) A statement of when and how petitioner received notice of the District's decision or intent to render a decision;
- (e) A statement of all disputed issues of material fact. If there are none, the petitioner must so indicate;
- (f) A concise statement of the ultimate facts which petitioner believes entitle petitioner to the relief sought as well as the rules and statutes which support petitioner's claim for relief;
- (g) A demand for the relief to which the petitioner deems himself entitled; and
- (h) Other information which the petitioner contends is material.

(3) Upon receipt of a petition for formal proceedings, the Office of Counsel shall review the petition for compliance with subsection (2). The Board shall accept those petitions in substantial compliance therewith, which have been timely filed, which establish that the petitioner is a substantially affected party, and which state a dispute which is within the jurisdiction of the District to resolve. If accepted, the Board shall designate the presiding officer of the administrative hearing. The District shall promptly give written notice to all parties of the action taken on the petition, and shall state with particularity its reasons therefor.

(4) If a petition is filed that does not substantially comply with the requirement of subsection (2) of this section, the District shall issue an order dismissing the petition with leave to file an amended petition complying with the requirements of this rule within the time period designated in the order. If an amended petition complying with this rule is not filed with the District Clerk within the designated time period, the petitioner's right to a processing under Section 120.57, Florida Statutes, is waived.

(5) If a valid petition is filed, with the consent of all parties and upon a showing of good cause, Board action on the petition pursuant to Section 120.57(1)(b) shall be waived. "Good cause" shall mean a set of circumstances unforeseen and outside of the control of the person requesting the waiver.

(6) When a valid petition for administrative hearing has been filed, the Board action shall defer consideration of the matter pending the completion of the administrative hearing and the submittal of a recommended order, and any exceptions to that order.

(7) If the Board designates a Hearing Officer assigned by the Division of Administrative Hearings as the presiding officer, the District Clerk shall forward the petition and all relevant materials filed with the District to the Division of Administrative Hearings, and shall notify all parties of its action.

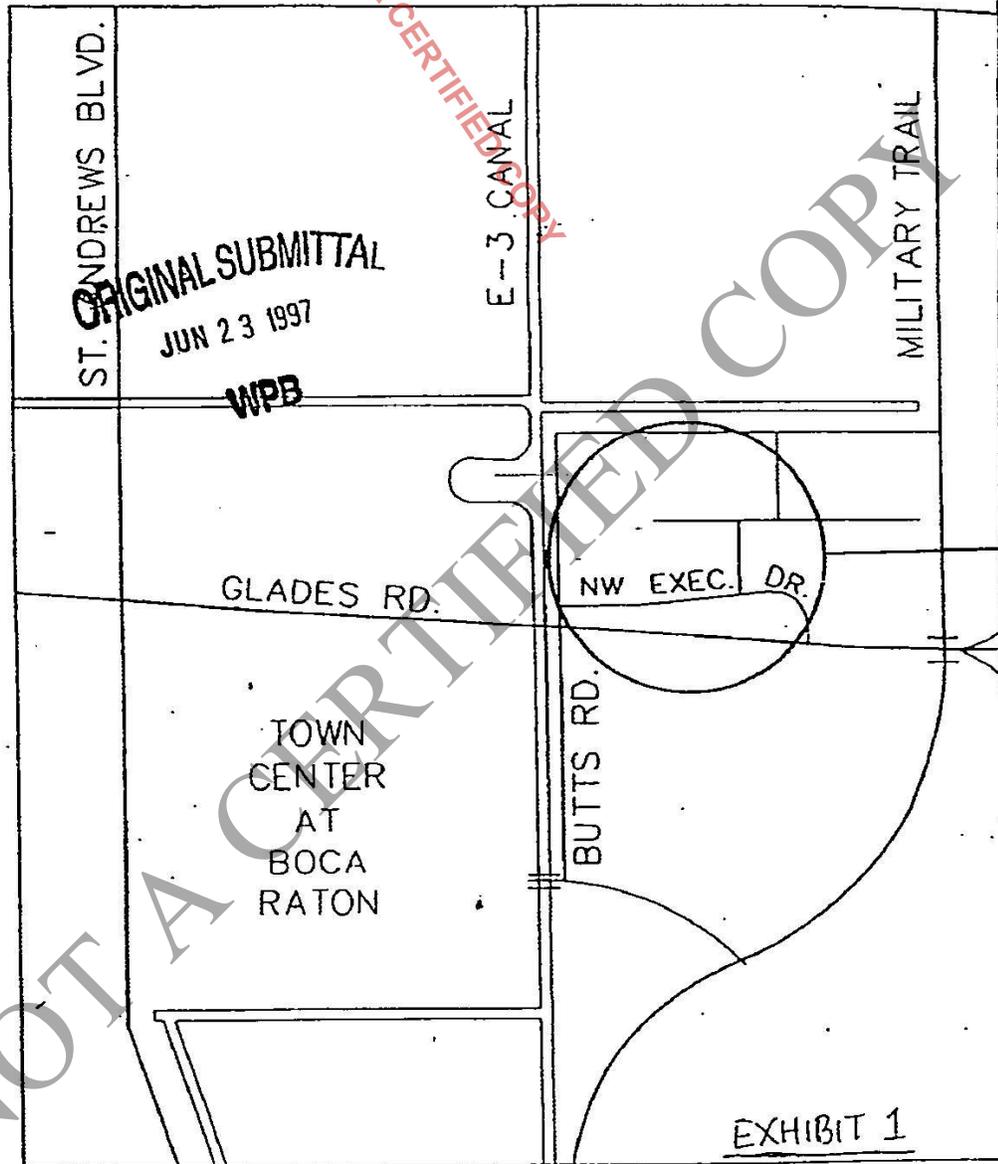
Specific Authority 120.53, 373.044, 373.113 F.S. Law Implemented 120.53(1), 120.57, 373.113 F.S. History - new 9-3-81, formerly 16K-109.14, 16K-1.112(1)-(3), 16K-1.12, Amended 5-11-93.

EXPECTED COMPLETION DATE.

13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

NOT A CERTIFICATE

LOCATION MAP



ORIGINAL SUBMITTAL
JUN 23 1997

VWPB

TOWN
CENTER
AT
BOCA
RATON

EXHIBIT 1

NOT TO SCALE

APPLICATION NUMBER

970623-15

BOCA GLADES OFFICE BUILDING

PERMIT SUMMARY SHEET

PROJECT SITE DESCRIPTION:

The project site is located on the east side of Butts Road just north of Glades Road in Boca Raton. The site consists of previously cleared uplands.

EXISTING ON SITE UPLAND COMMUNITIES:

ID NO	TOTAL ACREAGE	BIOLOGICAL CONDITION	COMMUNITY TYPE	COMMUNITY ACREAGE
1	5.70	N/A	DISTURBED LANDS	5.70

TOTAL ON SITE UPLAND ACREAGE: 5.70

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:

The project site does not contain preferred habitat for endangered, threatened, or species of special concern. No endangered/threatened or species of special concern were observed on site, and potential use of the site by endangered/threatened or species of special concern is considered to be minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if in the future, endangered/threatened or species of special concern are discovered on the site.

ENVIRONMENTAL SUMMARY:

There are no wetlands present at the site and there are no wetland protection or mitigation requirements in the permit for this parcel. Therefore, adverse impacts to wetlands are not anticipated as a result of the proposed development.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	5.70	5.70	5.70	acres
PAVEMENT	.80	2.60	.80	acres
BUILD COVERAGE	2.70	.90	2.70	acres
PERVIOUS	2.20	2.20	2.20	acres

STAFF REPORT DISTRIBUTION LIST

PROJECT: BOCA GLADES OFFICE BUILDING
 APPLICATION NUMBER: 970623-15
 PERMIT MODIFICATION NUMBER: 50-00524-S-04

INTERNAL DISTRIBUTION

Reviewer:
 X Barbara Conmy
 X Laura Reilly
 X Carlos A. de Rojas, P.E.
 X Robert M. Brown
 X H. Azizi - REG
 M. Elsner - UDP
 J. Giddings - LEC
 J. Golden - REG
 F. Lund - UDP
 R. Robbins - NRM
 X P. Walker - GPA
 A. Waterhouse - REG
 X PERMIT FILE
 X Enforcement
 X Environmental PPC Reviewer
 X Field Engineering
 Office of Counsel

EXTERNAL DISTRIBUTION

X Owner:
 CARR DEVELOPMENT & CONSTRUCTION
 X Applicant:
 CARR AMERICA
 X Applicant's Consultant:
 GEE AND JENSEN EAP
 X Engineer, County of:
 PALM BEACH
 X Engineer, City of:
 Boca Raton
 X Local Drainage District:
 LWDD

DEPT. OF ENVIRONMENTAL PROTECTION

COUNTY

X Palm Beach -Building Division
 -Environmental Res Mgmt.
 -Health Dept.
 -Land Development Div.
 -School Brd., Growth Mgt.

BUILDING AND ZONING

OTHER

David Sinclair
 F.G.F.W.F.C.
 FDEP
 Florida Audubon - Charles Lee
 Mr. Ed Dailey, President

NOT A CERTIFIED COPY

South Florida
Water Management District

ORB 12035 Pg 1072

SURFACE WATER MANAGEMENT PERMIT NO. 50-00702-S

(NON-ASSIGNABLE)

DATE ISSUED: September 13, 1979

AUTHORIZING: CONSTRUCTION AND OPERATION OF A WATER MANAGEMENT SYSTEM SERVING
36.1 ACRES OF COMMERCIAL/RESIDENTIAL LANDS BY A SYSTEM OF STORM
DRAINS, ON-SITE LAKE, DRAINAGE DITCH AND 1-36" CSP DISCHARGING INTO
L.W.D.O.'S L-47.

LOCATED IN: PALM BEACH COUNTY, SECTION 23 TWP. 47S RGE. 42E

ISSUED TO:
Arvida Corporation
(Arvida Auto Marine Plaza - Military Trail P.U.D.)
998 S. Federal Highway
Boca Raton, Florida 33432

This Permit is issued pursuant to Application for Permit No. 06119-ARVIDA JUDG B, 1979. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of any work or structure licensed in the Permit. Said applications, including all plans and specifications attached thereto, as approved by the staff report, to be returned made a part hereof.

This Permit may be revoked or modified at any time pursuant to the appropriate provisions of Chapter 371, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any laws, regulations, or requirements affecting the rights of other holders or operators. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

SPECIAL CONDITIONS ARE AS FOLLOWS:

SEE SHEET 2 OF 3 - 8 PROJECT SPECIAL CONDITIONS.

SEE SHEET 3 OF 3 - 8 LIMITING CONDITIONS.

ISSUANCE RECOMMENDED:
Chief of Permits

By: _____
Director, Regulation Division:

By: _____

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

By: _____
Secretary

SHEET 1 OF 3

South Florida
Water Management District

SURFACE WATER MANAGEMENT PERMIT NO. 50-00702-1

(NON-ASSIGNABLE)

DATE ISSUED: September 13, 1979

AUTHORIZING: CONSTRUCTION AND OPERATION OF A WATER MANAGEMENT SYSTEM SERVING 36.1 ACRES OF COMMERCIAL/RESIDENTIAL LANDS BY A SYSTEM OF STORM DRAINS, ON-SITE LAKE, DRAINAGE DITCH AND 1-36" CSP DISCHARGING INTO L.W.D.D.'S L-47.

LOCATED IN: PALM BEACH COUNTY, SECTION 23 TWP. 47S RGE. 42E

ISSUED TO: Crocker and Company
Building 1, Suite 102
700 West Hillsboro Boulevard
Deerfield Beach, Florida 33441

This Permit is issued pursuant to Application for Permit No. 06119-A dated June 8, 1979. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of any work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, as addressed by the staff report, is by reference made a part hereof.

This Permit may be revoked or modified at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieves the Permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

SPECIAL CONDITIONS ARE AS FOLLOWS:

SEE SHEET 2 OF 3 - 8 PROJECT SPECIAL CONDITIONS.

SEE SHEET 3 OF 3 - 8 LIMITING CONDITIONS.

FORM 0113
Rev. 3/84

**South Florida
Water Management District**

SURFACE WATER MANAGEMENT PERMIT NO. 50-01348-S

(NON-ASSIGNABLE)

DATE ISSUED: June 13, 1985

AUTHORIZING: CONSTRUCTION AND OPERATION OF A WATER MANAGEMENT SYSTEM
SERVING 20 ACRES OF RESIDENTIAL LANDS DISCHARGING INTO
LAKE WORTH DRAINAGE DISTRICT'S L-47.

LOCATED IN: PALM BEACH COUNTY, SECTION 23 TWP. 47S RGE. 42E

ISSUED TO: **Fairfield Communities, Inc.**
(Cedar Grove P.U.D.)
2295 Corporate Blvd., N.W.
Boca Raton, Florida 33431

This Permit is issued pursuant to Application for Permit No. 02115-C dated February 8, 1985. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of any work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, or adduced by the staff report, is by reference made a part hereof.

This Permit may be revoked or modified at anytime pursuant to the appropriate provisions of Chapter 372, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or species. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

SPECIAL CONDITIONS ARE AS FOLLOWS:

SEE SHEET 2 OF 3 - 13 PROJECT SPECIAL CONDITIONS.
SEE SHEET 3 OF 3 - 12 LIMITING CONDITIONS.

LIMITING CONDITIONS

1. THE PERMITTEE SHALL PROTECT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORK ON AIR, WATER, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL PROTECTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO PREVENT EROSION, TURBIDITY, RESTRICTED LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE SHALL BE SUBMITTED TO THE DISTRICT AS REQUIRED. PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 17-3. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA AS REQUIRED, ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THE PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LOCAL SUBDIVISION REGULATIONS AND OTHER LOCAL REQUIREMENTS. IN ADDITION THE PERMITTEE SHALL OBTAIN ALL NECESSARY FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY CONSTRUCTION OR ALTERATION OF WORKS AUTHORIZED BY THIS PERMIT.
4. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL A FLORIDA REGISTERED PROFESSIONAL ENGINEER CERTIFIES THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE DESIGN APPROVED BY THE DISTRICT. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE SHALL SUBMIT THE CERTIFICATION AND NOTIFY THE DISTRICT THAT THE FACILITIES ARE READY FOR INSPECTION AND APPROVAL. UPON APPROVAL OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE ENTITY APPROVED BY THE DISTRICT.
5. ALL ROADS SHALL BE SET AT OR ABOVE ELEVATIONS REQUIRED BY THE APPLICABLE LOCAL GOVERNMENT FLOOD CRITERIA.
6. ALL BUILDING FLOORS SHALL BE SET AT OR ABOVE ELEVATIONS ACCEPTABLE TO THE APPLICABLE LOCAL GOVERNMENT.
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT SHALL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT. NO ROADWAY OR BUILDING CONSTRUCTION SHALL COMMENCE ON-SITE UNTIL COMPLETION OF THE PERMITTED DISCHARGE STRUCTURE AND DETENTION AREAS. WATER DISCHARGED FROM THE PROJECT SHALL BE THROUGH STRUCTURES HAVING A MECHANISM SUITABLE FOR REGULATING UPSTREAM WATER STAGES. STAGES MAY BE SUBJECT TO OPERATING SCHEDULES SATISFACTORY TO THE DISTRICT.
8. NO CONSTRUCTION AUTHORIZED HEREIN SHALL COMMENCE UNTIL A RESPONSIBLE ENTITY ACCEPTABLE TO THE DISTRICT HAS BEEN ESTABLISHED AND HAS AGREED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN. UPON RECEIPT OF WRITTEN EVIDENCE OF THE SATISFACTION OF THIS CONDITION, THE DISTRICT WILL ISSUE AN AUTHORIZATION TO COMMENCE CONSTRUCTION.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 90E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. IT IS ALSO THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
12. PRIOR TO DEWATERING, PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR APPROVAL. INFORMATION SHALL INCLUDE AS A MINIMUM, PUMP SIZES, LOCATIONS AND HOURS OF OPERATION FOR EACH PUMP. IF OFF-SITE DISCHARGE IS PROPOSED, OR OFF-SITE ADVERSE IMPACTS ARE EVIDENT, AN INDIVIDUAL WATER USE PERMIT MAY BE REQUIRED. THE PERMITTEE IS CAUTIONED THAT SEVERAL MONTHS MAY BE REQUIRED FOR CONSIDERATION OF THE WATER USE PERMIT APPLICATION.

2295 N. W. Corporate Blvd.
Suite 140
Boca Raton, Florida 33431



Office: (561) 999-5999
FAX: 561-893-0999

SHIR ♦ ZOBERG ♦ DERVISHI
ATTORNEYS AT LAW

August 1, 2024

GUY M. SHIR, ESQ.
GSHIR@SHIRLAWGROUP.COM

BOARD CERTIFIED ATTORNEY,
CONDOMINIUM AND PLANNED
DEVELOPMENT LAW

MPF Vanderbilt Boca Property, LLC
Macquarie Capital Principal Finance C/o
125 W 55th Street
Attention: Guatham Srinivas & Jackie Hamilton
New York, NY 10019 5369

Tracking#9589071052700733981178

&

SCC Boca Center Eat LLC
5050 Town Center Cir.
Boca Raton, Fl 33431

Tracking#9589071052700733980171

&

DDR Continental LP C/o
3300 Enterprise Pkwy
Cleveland OH 44122 7200

Tracking#9589071052700733980294

**Re: Fairfield at Boca Association, Inc. (“Association”)
Failure of Drainage Easement and ongoing damage to Association
Property**

Attn: MPF Vanderbilt Boca Property, LLC

&

SCC Boca Center Eat LLC:

My office has the pleasure of representing the interests of the (“Association”) in the above-referenced matter. Please ensure that all further correspondence regarding this matter

is sent to my attention.

As I am sure you are aware, there exists a Drainage Easement executed November 18th, 1999, between the Association and your predecessor owner of the property. This Drainage Easement is supportive of the Association's position in this matter:

DRAINAGE EASEMENT

DRAINAGE EASEMENT granted on ~~November 18th~~ 1999 by FAIRFIELD AT BOCA ASSOCIATION, INC., a Florida corporation ("Grantor"), whose mailing address is 4301 Oak Circle, # 23, Boca Raton, Florida 33431 in favor of 485 PROPERTIES, LLC, a Delaware limited liability company ("Grantee"), a New York Corporation, whose mailing address is 730 Third Avenue, New York, NY 10017.

PRELIMINARY STATEMENT

- A. Grantor is the owner of the parcel of property legally described in Exhibit A hereto (the "Fairfield Parcel").
- B. Grantee is the owner of the parcel of real property legally described on Exhibit B hereto (the "485 Parcel").
- C. The Fairfield Parcel and the 485 Parcel were both originally owned by a common owner, Arvida Corporation, a Delaware corporation. The Fairfield Parcel and the 485 Parcel are herein collectively called the "Parcels."
- D. The Parcels were designed in such manner that water from the 485 Parcel drains into a retention pond located on the Fairfield Parcel (the "Retention Pond").

2. Drainage Easement: Grantor hereby grants to Grantee a perpetual, non-exclusive easement for the purposes of drainage and storm water runoff from the 485 Parcel over and across, under through and onto the Fairfield Parcel into the Retention Pond. This easement shall include the right to drain into all conduits, ducts and/or swales located on the Fairfield Parcel which conduct water into the Retention Pond.

3. Maintenance. The parties hereby agree that Grantor shall be responsible for the maintenance of the Retention Pond and Drainage Easement area ("Easement Costs"), but that Grantor shall be entitled to reimbursement from Grantee within forty-five (45) days of Grantor's request for reimbursement, in an amount equal to Grantee's proportionate share of the Easement Costs, said proportionate share being _____ % based upon the total acreage of the respective parcels using the Drainage Easement and Retention Pond. The parties further agree that each party shall maintain public liability insurance for the Retention Pond and Drainage Easement in such amounts as are mutually agreeable by the parties. In the event that Grantor fails to adequately maintain the Retention Pond and Drainage Easement area in accordance with all applicable statutes, laws, ordinances, and rules applicable to the Retention Pond and Drainage easement area (the "Applicable Laws"), Grantee shall be entitled to take any action, in Grantee's sole discretion, necessary to ensure compliance with Applicable Laws. Grantee shall be entitled to obtain reimbursement from Grantor, within forty-five (45) days of Grantee's request for reimbursement, of all costs incurred in ensuring compliance with Applicable Laws. If Grantor fails to timely provide Grantee with the reimbursement specified herein, Grantee shall be entitled to record a Claim of Lien against the Fairfield Parcel securing the principal amount of such reimbursement, as well as any attorneys' fees, costs, and interest incurred in connection with the recording of such Claim of Lien.

Clearly, there is an ongoing Maintenance obligation by the Grantor, who is responsible for the maintenance of the retention pond and drainage easement. In addition, failure by the Grantor to properly maintain the retention pond and drainage easement entitles gratee to take any action in its sole discretion, necessary to ensure compliance with applicable laws. Furthmore, Grantee shall be entitled to obtain reimbursement from Grantor, within forty-five days of Grenatee's request for reimbursement of all costs incurred in ensuring compliance with applicable laws. Failure to pay my client, the Grantee, shall entitle it to file and record a claim fo lien against your parcel and take action to recover not only the principal, but costs and reasonable attorney's fees, as well as interest incurred in connection with the recording of such Claim of Lien.

For reasons that I cannot fathom, the disrepair of the drainage easement and retention

pond is beyond pale. [Please understand that there is another drainage line on the other side of the lake that you are also responsible for that area and its continued proper maintenance and upkeep.](#) Please note specific pictures recently taken:



NO
RT
FILED



The Association has taken steps to assess the damage and costs to repair it in such a manner that is both aesthetically pleasing and safe for our community, including sub-associations with hundreds of minor children living in these communities and running around, especially to what can easily be deemed an attractive nuisance. This is simply unacceptable that you have allowed it to be in this condition for such a long time.

They have already procured quotes to the property and fully addressed these issues. Technical Inspections, Inc. has provided the following quote:

NOT A CERTIFIED COPY



Technical Inspections, Inc.
 PO Box 1307
 Loxahatchee, FL 33470
 Office (561) 619-5313
 Fax (561) 619-5315
 License #CUC1223791

Proposal

Date	Proposal
5/20/2024	4543

Customer Name	Project Name	
Fairfield at Boca Association, Inc. 21300 Lennox Drive Boca Raton, FL 33486	Fairfield at Boca Association, Inc. 21300 Lennox Drive Boca Raton, FL 33486	
Description		Total
Mobilization of Long Reach Excavator and Loader and Other Equipment to Complete Project and Demobilization		10,000.00
Demolition - TII will Remove and Dispose of Existing 48" Pipe		6,500.00
TII will connect new 48" Corrugated Aluminum Pipe approximately 80' in length to Existing Inlet		7,500.00
TII will Install 48" Corrugated Aluminum Pipe approximately 80' in length with Miter End		56,500.00
Compact and Backfill using the material from the Lake		12,000.00
Repair Irrigation that is visible (this is only the line that was damaged due to the Bank eroding)		4,500.00
Remove material from Lake that was washed in from damaged pipe using a Long Reach Excavator		11,000.00
Remove Wall in order to gain access and move equipment into work area		7,500.00
TII will install approximately 5,000 SF of Bahia Sod in work area		15,000.00

NOTE: Reinstallation of Wall by OTHERS. TII is not responsible for any other Irrigation, Pumps, and Check Valves

PAYMENT: 50% (\$65,250.00) due upon acceptance of proposal and remainder due upon completion

Total	\$130,500.00
--------------	--------------

Thank you for this opportunity to offer you this cost proposal. In order to start said work the proposal must be signed and sent back to the above

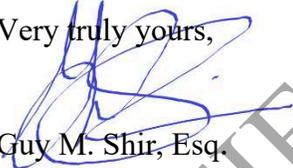
Please either tender the amount of \$130,500.00 to my trust account, Shir Law Group, PL, Trust Account and we will have the work started, with any overruns provided to you in the form of written invoices. Alternatively, provide us with a similar scope of work by a company of your choosing, but with the sole right to review and provide approval for said contemplated

work.

Please contact my office within ten (10) days of the date of this letter with a well-stated plan of action contemplated for prosecution on a shortened schedule to perform. Alternatively, my client will elect to do the work and lien for the cost, interest, and all legal fees associated with this project or file a suit to compel your compliance herein with your past, current, and future maintenance obligations.

I look forward to your prompt response and compliance herein.

Very truly yours,


Guy M. Shir, Esq.

NOT A CERTIFIED COPY



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

K. Michelle Jessell, Partner
T: 561.343.6916 F: 561.483.7321
michelle.jessell@nelsonmullins.com

1905 NW Corporate Boulevard, Suite 310
Boca Raton, FL 33431
T: 561.343.6900 F: 561.483.7321
nelsonmullins.com

December 9, 2024

VIA ELECTRONIC MAIL

Guy Shir, Esquire
Shir Zoberg Dervishi
2295 N.W. Corporate Blvd, Suite 140
Boca Raton, Florida 33431
Email: gshir@shirlawgroup.com

Re: Drainage Easement recorded in Official Records Book 12035, Page 1034 in the Public Records of Palm Beach County, Florida (the "**Drainage Easement**")

Dear Guy:

As you are aware, we represent MPF Vanderbilt Boca Property, LLC, a Delaware limited liability company ("**MPF Vanderbilt**") which owns with the property located at 5100-5200 Town Center Circle, Boca Raton, Florida (the "**MPF Vanderbilt Property**"). We are in receipt of your letter dated August 1, 2024 regarding the above-referenced Drainage Easement. Capitalized terms which are not defined in this letter shall have the same meaning as defined in the Drainage Easement.

As your letter correctly pointed out, there is an ongoing maintenance obligation (the "**Maintenance Obligations**") by the Grantor under the Drainage Easement. Fairfield at Boca Association, Inc., a Florida corporation (the "**Association**") is the Grantor and is required to maintain the retention pond and drainage easement area (the "**Drainage Facilities**"). The Association has defaulted under the terms of the Drainage Easement by failing to comply with its Maintenance Obligations.

MPF Vanderbilt acknowledges that the MPF Vanderbilt Property has a drainage easement over property owned by the Association and that MPF Vanderbilt is responsible for reimbursement to the Association for its proportionate share of the Easement Costs related to the Maintenance Obligations. In an effort to ascertain MPF Vanderbilt's proportionate share of the Easement Costs and come to a resolution with the Association, MPF Vanderbilt will retain a licensed engineer to inspect the Drainage Facilities and any damage to such Drainage Facilities. In the event that the Association's failure in complying with its Maintenance Obligations has caused additional damage to the Drainage Facilities, the Association shall be solely responsible for all costs in repairing the additional damage to the Drainage Facilities.

MPF Vanderbilt will provide copies of the reports prepared by its engineer relating to the condition of the Drainage Facilities, the cost to repair the Drainage Facilities, any additional costs

Guy Shir, Esquire
December 9, 2024
Page 2 of 2

to repair the Drainage Facilities due to the Association's failure to comply with its Maintenance Obligations and MPF Vanderbilt's proportionate share of the Easement Costs.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,
NELSON MULLINS RILEY & SCARBOROUGH
LLP



K. Michelle Jessell, Esq.

cc: Matthew King, Esquire (via email)
John "B.J." Ibach, Esquire (via email)

NOT A CERTIFIED COPY