

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 11/06/2007

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Administration

Submitted By: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger and the David Minkin Florida Realty Trust to jointly fund professional services related to a joint application for a Development of Regional Impact, Future Land Use Amendment, Concurrence approval, Planned Community Development and a Conceptual Environmental Resource Permit for the 683 acre Briger Site, including 70 acres for Scripps 1.6 million SF and 100 acres for 2.4 million SF of bioscience use, in the amount of \$716,662.

Summary: On February 28, 2006, the Board of County Commissioners approved an Agreement (R-2006-0423) for the donation and purchase and sale with the Lester Family Investments L.P. for 70 acres of Property known as the Briger Parcel. On May 16, 2006, the Board of County Commissioners approved an Amendment (R-2006-0903) to the Agreement for Donation and Purchase and Sale. That Amendment required the seller, Lester Family Investments L.P., and Palm Beach County to file a joint application for development approvals and conceptual environmental resource permit. On November 21, 2006, the Board of County Commissioners entered into an Agreement (R-2006-2549) for Purchase and Sale with Sorel L. Bergman and Harriet E. Zelenka, Co-Trustees, for oil and mineral rights on the 70 acre Briger parcel. On February 28, 2006 (R-2006-0922), the Board of County Commissioners approved an Interlocal Agreement with the City of Palm Beach Gardens for the reimbursement of a portion of the land acquisition and due diligence costs for Scripps 70 acres within the Briger Property in the amount of \$3,000,000. The County has received the \$3,000,000 from Palm Beach Gardens. Funding for this Agreement will utilize a portion of the City of Palm Beach Gardens donation. These funds may be utilized for infrastructure improvements, concurrence reservation and/or land purchase costs.

Attachment: Agreement with the Lester Family Investments, L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger and the David Minkin Florida Realty Trust.

Recommended By:

Department Director

10-29-07

Date

Approved By:

Assistant County Administrator

10-29-07

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS	_____	_____	_____	_____	_____
(Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes ____ No ____

Budget Account Number:

Fund	Department	Unit	Object	Program Code	_____
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

_____	_____
OFMB	Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

Agreement to Jointly Fund Application for a Development of Approval and local zoning approval and Application for South Florida Water Management District Environmental Resources Permit between

**PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, "County"**

and

**THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL,
ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND
THE DAVID MINKIN FLORIDA REALTY TRUST, "Lester"**

entered into this ____ day of _____, 2007. Lester and the County are collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement for Donation and Purchase and Sale dated February 28, 2006 (R-2006-0423) (the "D&P Agreement"); and

WHEREAS, the Parties modified certain terms of the D&P Agreement in the First Amendment to Agreement For Donation and Purchase and Sale dated May 16, 2006 (R2006-0903) (the "First Amendment"); and

WHEREAS, the First Amendment requires the parties to file a joint Application for Development Approval under Section 380.06, Florida Statutes and required the parties to agree to cooperate with each other to seek on an expedited basis a single governmental approval for both the Property and the Retained Property as defined in the Agreement; and

WHEREAS, the County is obligated pursuant to a Grant Agreement with the Scripps Research Institute dated May 23, 2006 (R-2006-0803)(the "Grant Agreement") to seek Development Orders entitling Scripps to develop 1,600,000 square feet of Gross Floor Area of Intended Improvements on the Property; and

WHEREAS, Intended Improvements in the Grant Agreement are defined as: "Biomedical and other scientific research facilities, training and educational facilities, together with ancillary uses such as offices, classrooms, lecture halls, conference rooms, cafeteria, libraries and recreation and fitness facilities."; and

WHEREAS, Development Orders in the Grant Agreement are defined as "A rezoning approval, conditional use approval, planned unit development approval or planned community development District approval issued by the City of Palm Beach Gardens" and a South Florida Water Management District Environmental Resources Permit and;

WHEREAS, County will at the time it approves this Agreement appropriate funds to carry out this Agreement and both parties acknowledge that the Lester's are expending monies and entering into contractual obligations based on this Agreement and based on the appropriation of funds by the County and;

NOW THEREFORE, in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration of which, the receipt and sufficiency of which is hereby acknowledged and the parties hereby agree as follows:

1. **Joint Funding** The Parties agree, in the manner described in Section 7 hereof, to jointly fund consultant services, fees and costs at the rate of 32% County and 68% Lester for the preparation and the approval process for: (1) an Application for Development Approval ("ADA") for a Development of Regional Impact ("DRI") and zoning approval by the City of Palm Beach Gardens for the property described in Exhibit A-1; (2) Certificate of concurrency reservation from the City of Palm Beach Gardens for (i) 1,600,000 square feet of Gross Floor Area of Intended Improvements for the property described in Exhibit A-2 (ii) 2,400,000 square feet of Gross Floor Area of Intended Improvements for the property described on Exhibit A-3; and (iii) for such uses as Lester shall determine for the Retained Property; and (3) South Florida Water Management District Environmental Resources Permit for the property described in Exhibit A-1. Both Parties acknowledge that failure to fully fund this Agreement, including, without limitation, a failure to fund by the County by reason of the provisions of Section 7 hereof, is a breach of this Agreement and that both parties have such

remedies as are available at law or equity in event of such breach by the other party. Damages on account thereof may include, without limitation, the cost of money i.e., interest on funds paid on behalf of a defaulting party.

2. **Primary Consultant** Lester is retaining Urban Design Studio as the Primary Consultant for preparation and approval of the matters referred to in Section 1 hereof. The substitution of any other firm as the Primary Consultant shall require the approval of the Palm Beach County Administrator or his designee which approval shall not be unreasonably withheld. The scope of services and budget of the contract between Lester and Urban Design Studio and a Milestone Schedule are contained in Exhibit B. Any deviation in the scope of services budget or Milestone schedule will require the prior written consent of the County Administrator or his designee.

3. **Expedited Permitting** The Parties realize time is of the essence in the preparation of the DRI ADA and other applicable development orders and approvals. Therefore, the Parties shall request that the City of Palm Beach Gardens seek expedited permitting status for this project pursuant to s. 403.973, Fla. Stat.

4. **Budget** The budget of the Primary Consultant and Other Consultants is contained in Exhibit B. Any increase in the total budget contained in Exhibit B of 5% or more shall require an amendment to this contract approved in writing by both parties.

5. **Primary Consultant Contractual Requirements**

a. **70 Acres** The DRI ADA, local zoning applications and South Florida Water Management District ERP application will seek development orders and/or permits and a certificate of concurrency reservation that will allow development of One Million Six Hundred Thousand (1,600,000) square feet of Intended Improvements: biomedical and other scientific research, training and education, together with ancillary uses such as offices, classrooms, lecture halls, conference rooms, cafeterias, libraries and recreation and fitness facilities on the 70 acre property described in Exhibit A-2.

b. **100 Acres** The DRI ADA, local zoning applications and South Florida Water Management District ERP application will seek

development orders or permits that will allow development of TWO MILLION FOUR HUNDRED THOUSAND (2,400,000) square feet of Intended Improvements: biomedical and other scientific research, training and education, together with ancillary uses such as offices, classrooms, lecture halls, conference rooms, cafeterias, libraries and recreation and fitness facilities on the 100 acre property described in Exhibit A-3 together with such other uses as are permitted in the "Biotech Cluster Plan" as such term is defined in the Grant Agreement.

c. **Documents Required to Be Acceptable to Palm Beach County** Lester will require of the Primary Consultant that in preparation of the applications described in this contract that it cooperate fully with the County in the preparation of the applications and to submit documents that are fully acceptable to the Palm Beach County Administrator or his designee regarding the development of the property identified in Exhibit A-2; provided, however, Lester shall have no liability whatsoever with respect to any claim by the County that the Primary Consultant shall have failed to cooperate or said Primary Consultant has otherwise failed or improperly performed hereunder or by reason of any action or failure to act on the part of Primary Consultant. Palm Beach County will be named a third party beneficiary of Lesters' contract with the Primary Consultant.

d. **Insurance Requirements** Lesters' contract with its Primary Consultant shall require the Primary Consultant maintain insurance coverages and limits described herein; provided, however Lester shall have no liability to the County or otherwise in the event that Primary Consultant shall fail to do so. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by Primary Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations undertaken by Primary Consultant under the contract;

(1) **Commercial General Liability** Primary Consultant shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain an endorsement excluding Contractual Liability or Cross Liability unless otherwise granted in writing by County's Risk Management Department. Primary Consultant shall provide this coverage on a primary basis.

(2) **Business Automobile Liability** Primary Consultant shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event Primary Consultant doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing Primary Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Primary Consultant shall provide this coverage on a primary basis.

(3) **Worker's Compensation Insurance & Employers Liability** Primary Consultant shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Primary Consultant shall provide this coverage on a primary basis.

(4) **Professional Liability** Primary Consultant shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of Primary Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Primary Consultant shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Primary Consultant shall purchase a SERP with a minimum reporting period not less than 3 years. Primary Consultant shall provide this coverage on a primary basis.

(5) **Additional Insured** Primary Consultant shall endorse the COUNTY and Lester as Additional Insureds with a CG 2026 Additional Insured Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Primary Consultant shall provide the Additional Insured endorsements coverage on a primary basis.

(6) **Waiver of Subrogation** Lesters' contract with Primary Consultant shall require the following: Primary Consultant hereby waives any and all rights of Subrogation against the County, its officers, employees and agents

for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Primary Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Primary Consultant enter into such an agreement on a pre-loss basis.

(7) **Certificate(s) of Insurance** Prior to execution of this Contract, Primary Consultant shall deliver to the COUNTY'S representative as identified in Article 26, as well as to Lester a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

(8) **Umbrella or Excess Liability** If necessary, Primary Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

(9) **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

e. **Indemnification** Lester's contract with Principal Primary Consultant shall require the Primary Consultant to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employee's and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of the Contract or due to the acts or omissions of Primary Consultant. Lester shall be deemed to have fully satisfied its obligations hereunder by the inclusion of such provision and under no circumstances shall Lester have any liability to the County by reason of any action or failure to act on the part of Primary Consultant.

6. **Other Consultants** Lester shall contract with other consultants as outlined in the Scope of Services and Budget contained in Exhibit B. The substitution of firms as Other Consultants shall require the approval of the Palm Beach County Administrator or his designee which approval shall not be unreasonably withheld. The executed contracts with the Other Consultants are attached to this contract as Exhibit C and shall be consistent with the budget contained in Exhibit B. Lester's contracts with other consultants shall require the consultants to comply with all of the requirements placed on primary consultant in Paragraph 5. c. Documents Required to Be Acceptable to Palm Beach County, d. 1-9 (Insurance) and e. (Indemnification).

7. **Reimbursement of Lester by County** County shall reimburse Lester for payments made to Primary Consultant, and subcontractors and Other Consultants after receiving documentation verifying that such payments have been made and are for work done consistent with the scope of work and do not exceed the budgetary limits identified in Exhibit B. Approved invoices demonstrating payment will be sent to the Finance Department for payment. Invoices will be paid within thirty (30) days following the approval by the County Administrator or his designee. Invoices beyond the budgetary limits contained in Exhibit B will not be paid unless this contract is amended.

8. **Availability of Funds** The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

9. **Designation of Project Manager** Both parties shall formally designate a Project Manager who is responsible for administering this Agreement and receiving all notices regarding this agreement. The Project Manager may be changed by providing written notice as provided paragraph 10 of this agreement. The Project Managers are designated as follows:

Palm Beach County: Shannon LaRocque, Assistant County Administrator

Lester:

10. **Notices** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Shannon LaRocque, Assistant County Administrator
Palm Beach County
301 N. Olive Avenue, 11th Floor
West Palm Beach, FL 33401

With a copy to:

Robert Banks, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

Lester:

Lester Family Investments L.P.
44 Cocoanut Row, T1/T2
Palm Beach, Florida 33480

With a copy to:

Charles Lubitz, Esq.
Casey Ciklin Lubitz, et al.
515 N. Flagler Drive, Suite 1900
West Palm Beach, Florida 33401-4330

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

11. **Assignment** Subject to the provisions of Section 19 hereof, neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment without such consent shall be null and void and without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

Notwithstanding the foregoing provisions of this Section 11, at any time and from time to time any of the individuals who are parties hereto may, without consent, but provided notice thereof shall be timely given to County, assign their interest in this Agreement to their spouse or any of their lineal descendants or any entity in which they or said descendants shall have majority control or to the Trustee of any Trust, the beneficiaries of which shall be either said individuals, their spouses, children or grandchildren or partnerships comprised of said individuals, their children or grandchildren. Moreover, no consent on the part of the County shall be required in the event of a sale by Lester of the entirety of its remaining interest in the Retained Property. In such case, notice thereof shall be provided by Lester to County within three (3) days following the consummation thereof.

12. **Governing Law & Venue** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

13. **Binding Effect** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

14. **Time of Essence** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance. Failure to timely comply with the time deadlines established in this Agreement shall be considered a breach of the Agreement if the party fails to correct the deficiency within 14 days after being provided notice pursuant to paragraph 10. Delays by third parties or governmental agencies that result in failure of either party to comply with the timeframes in this Agreement including delays by Palm Beach County acting in its legislative or quasi-judicial capacity, shall not be deemed to trigger a breach of this Agreement.

15. **Integration** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

16. **Effective Date of Agreement** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

17. **Memorandum of Agreement** A Memorandum of Agreement which provides notice of this Agreement shall be filed in the public records within 30 days of the execution of this Agreement. The Memorandum of Agreement shall place potential purchasers of the property on notice that this Agreement runs with the land.

18. **Enforcement** Both parties to this Agreement shall have all remedies available at law and equity to enforce this Agreement.

19. **Sale of Retained Property** If at any time during the term hereof, Lester shall no longer be the owner of the greatest number of acres within the Retained Property then from and after such time, Lester shall have the right to assign its obligations and duties hereunder to the party having such ownership

which party shall be required to assume such obligations and duties. From and after such assignment having taken place and assignee accepting the obligations and duties, Lester shall no longer have any liability for the performance of the terms hereof and the COUNTY shall look solely to such assignee for performance of the terms hereunder.

20. **Exculpation** Anything herein to the contrary notwithstanding, Lester's liability (including all of those individuals or trusts associated therewith) for its negligence, default, or failure to perform its obligations hereunder shall be limited to their interest in the Retained Property. County shall neither seek to enforce nor enforce any judgment or other remedy against any other asset of Lester or anyone included within such term.

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

<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> (Witness Signature)</p> <p><u>Clare M. Cnapich</u> (Print Witness Signature)</p> <p><u>[Signature]</u> (Witness Signature)</p> <p><u>SUSAN M. EARLE</u> (Print Witness Signature)</p>	<p>THE LESTER FAMILY INVESTMENTS L.P., a Delaware limited partnership</p> <p>By: PHL Financing Consulting Co., Inc., as General Partner</p> <p>By: <u>[Signature]</u> (Signature) <u>Prescott Lester</u> (Print Signatory's Name)</p> <p>Its: <u>President</u></p>
<p><u>[Signature]</u> (Witness Signature)</p> <p><u>[Signature]</u> (Print Witness Signature)</p> <p><u>[Signature]</u> (Witness Signature)</p> <p><u>[Signature]</u> (Print Witness Signature)</p>	<p><u>[Signature]</u> RICHARD THALL</p> <p><u>[Signature]</u></p>

<p><u>Bonnie Laffoco</u> (Witness Signature)</p> <p><u>Bonnie Laffoco</u> (Print Witness Signature)</p> <p><u>[Signature]</u> (Witness Signature)</p> <p><u>BALBALA DUNE</u> (Print Witness Signature)</p>	<p><u>ROBERT THALL</u></p> <p><u>[Signature]</u></p>
<p><u>Bonnie Laffoco</u> (Witness Signature)</p> <p><u>Bonnie Laffoco</u> (Print Witness Signature)</p> <p><u>[Signature]</u> (Witness Signature)</p> <p><u>BALBALA DUNE</u> (Print Witness Signature)</p>	<p><u>PETER L. BRIGER</u></p> <p><u>[Signature]</u></p>

(Witness Signature) Bonnie J. Pico

(Witness Signature) Donna M. Rocco
(Print Witness Signature)

(Witness Signature)

(Witness Signature) BARBARA DUNN
(Print Witness Signature)

PAUL H. BRIGER

Paul H. Bergin, Jr. Handwritten: Atty in Fact

[Signature]

Domee Lopez
(Witness Signature)


(Witness Signature) Donnae HA Rocco
(Print Witness Signature)

(Witness Signature)

(Witness Signature) BARBARA DUNNE
(Print Witness Signature)

THE DAVID MINKIN FLORIDA
REALTY TRUST

REALTY TRUST

By: 

(Signature)

Home letter

(Print Signatory's Name)

Its: Thirst

Thyristor


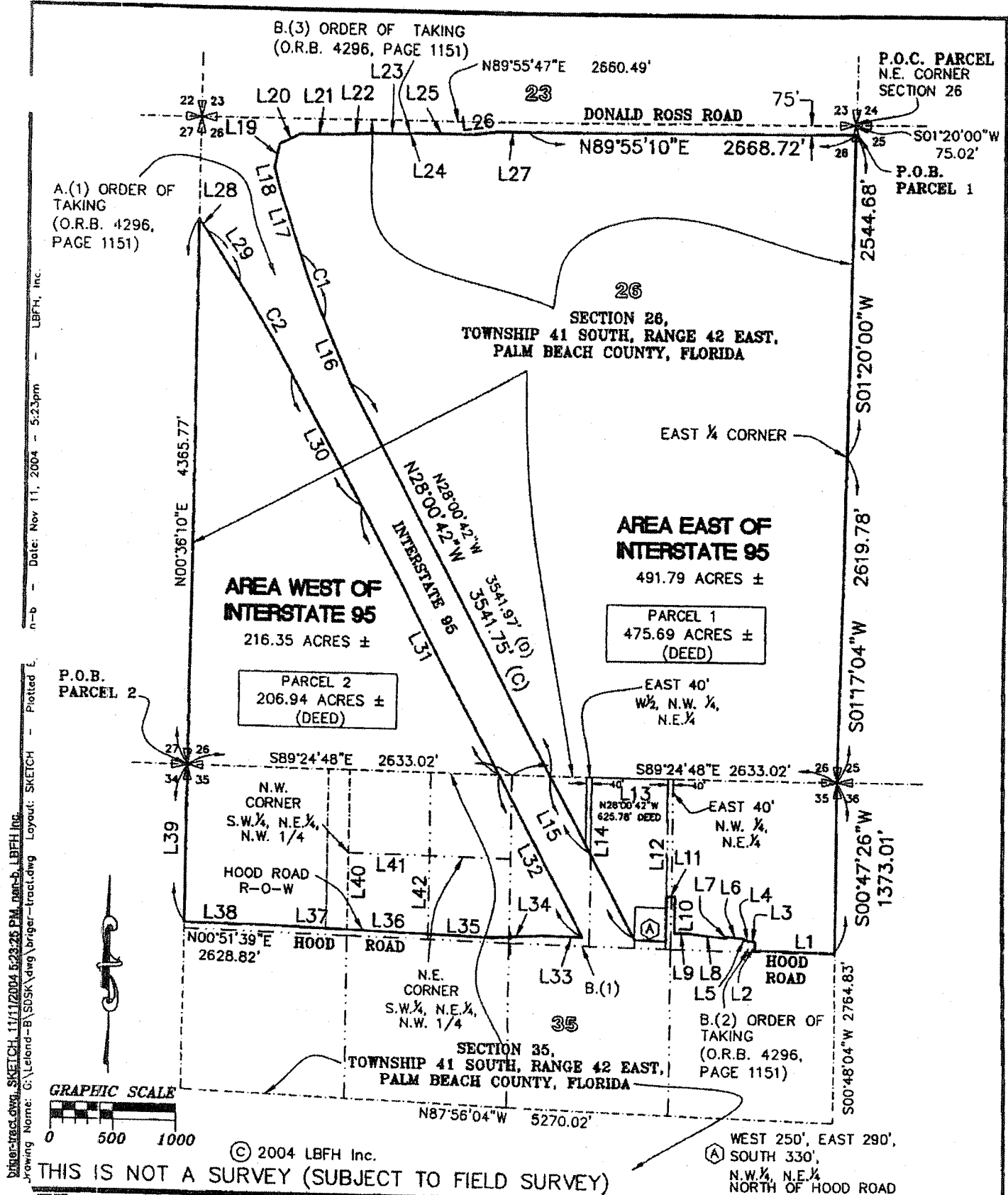
<p><u>ATTEST:</u></p> <p>Sharon R. Bock, Clerk & Comptroller</p> <p>By: _____ Deputy Clerk</p>	<p>PALM BEACH COUNTY, a political subdivision of the State of Florida</p> <p>By: _____ Addie L. Greene, Chairperson</p>
<p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY:</p> <p>By: _____ Assistant County Attorney</p>	<p>APPROVED AS TO TERMS AND CONDITIONS:</p> <p>By:  _____ Assistant County Administrator</p>

EXHIBIT "A-1"



LBfh CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS "Partners For Results, Value By Design" 3550 S.W. Corporate Parkway, Palm City, Florida 34990 (772) 286-3883 Fax: (772) 286-3925 BPR & FBPE License No: 959 www.lbfn.com	Scale: 1"=1000 Sheet 1 of 6 Computed: NAB Checked: LLB	SKETCH AND DESCRIPTION FOR: PALM BEACH GARDENS BRIGER TRACT	FILE NO. G:\LELAND\SKSK\DWG\ BRIGER-TRACT.DWG	Project No. 04-4388

LEGAL DESCRIPTION -BRIGER TRACT

THAT PORTION OF SECTIONS 26 AND 35 IN TOWNSHIP 41 SOUTH, RANGE 42 EAST IN PALM BEACH COUNTY FLORIDA, DESCRIBED IN PARCELS AS FOLLOWS:

PARCEL 1: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S 01°20'00" W ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 75.02 FEET TO A POINT ON A LINE PARALLEL WITH AND SOUTHERLY 75.00 FEET FROM THE NORTH LINE OF SAID SECTION, SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH LINE OF DONALD ROSS ROAD; THENCE S 01°20'00" W ALONG SAID EAST LINE A DISTANCE 2544.68 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE S 01°17'04" W ALONG SAID EAST LINE A DISTANCE OF 2619.78 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S 00°47'26" W ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 1373.01 FEET TO THE NORTH LINE OF HOOD ROAD; THENCE N 88°06'39" W ALONG SAID NORTH LINE A DISTANCE OF 639.82 FEET TO THE EAST LINE OF THE LAND DESCRIBED IN B (2) IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE BOUNDARY OF SAID B (2) N 01°53'21" E A DISTANCE OF 70.00 FEET;

THENCE N 88°06'39" W A DISTANCE OF 32.20 FEET;

THENCE N 83°32'10" W A DISTANCE OF 52.96 FEET;

THENCE N 01°53'21" E A DISTANCE OF 15.00 FEET;

THENCE N 83°32'10" W A DISTANCE OF 140.45 FEET;

THENCE S 01°53'21" W A DISTANCE OF 15.00 FEET;

THENCE N 83°32'10" W A DISTANCE OF 308.19 FEET;

THENCE N 88°06'39" W A DISTANCE OF 117.30 FEET;

THENCE N 00°48'46" E A DISTANCE OF 291.35 FEET;

THENCE N 89°11'14" W A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID B (2) BEING ALSO ON THE WEST LINE OF THE EAST 40.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE N 00°48'46" E ALONG SAID WEST LINE A DISTANCE OF 941.91 FEET TO THE NORTH LINE OF SAID SECTION 35; THENCE N 89°25'19" W ALONG SAID NORTH LINE A DISTANCE OF 658.25 FEET TO THE WEST LINE OF THE EAST 40.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S 00°49'27" W ALONG SAID WEST LINE A DISTANCE OF 459.48 FEET (CALCULATED TO BE S00°29'47"W 540.34') TO THE NORTHEAST LINE OF THE LAND DESCRIBED IN A (1) OF SAID ORDER OF TAKING RECORDED IN SAID OFFICIAL RECORD BOOK 4296, PAGE 1151; THENCE ALONG THE BOUNDARY OF SAID PARCEL A (1) N 28°00'42" W A DISTANCE OF 825.78 FEET (CALCULATED TO BE N28°00'42"W 615.60') TO THE NORTH LINE OF SAID SECTION 35; THENCE N 28°00'42" W ALONG SAID BOUNDARY A DISTANCE OF 3541.97 FEET; THENCE N 24°00'40" W ALONG SAID BOUNDARY A DISTANCE OF 546.71 FEET TO THE BEGINNING OF A CURVE THEREIN CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5635.58 FEET; THENCE NORTHWESTERLY A DISTANCE OF 544.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'54"; THENCE CONTINUE ALONG SAID BOUNDARY N 18°28'47" W A DISTANCE OF 543.08 FEET;

THENCE N 14°39'55" W A DISTANCE OF 177.27 FEET;

THENCE N 11°28'43" E A DISTANCE OF 190.38 FEET;

THENCE N 63°46'49" E A DISTANCE OF 190.36 FEET;

THENCE N 89°55'06" E A DISTANCE OF 301.88 FEET;

THENCE N 87°37'31" E A DISTANCE OF 296.35 FEET;

THENCE N 89°55'25" E A DISTANCE OF 302.02 FEET;

THENCE N 00°04'35" W A DISTANCE OF 6.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN B (3) IN SAID ORDER OF TAKING; THENCE ALONG THE SOUTHERLY LINE OF SAID B (3) N 89°55'25" E A DISTANCE OF 514.52 FEET; THENCE N 82°47'55" E A DISTANCE OF 201.56 FEET TO SAID LINE PARALLEL WITH AND SOUTHERLY 75.00 FEET FROM THE NORTH LINE OF SAID SECTION 26; THENCE N 89°55'25" E ALONG SAID PARALLEL LINE A DISTANCE OF 242.59 FEET; THENCE N 89°55'10" E ALONG SAID PARALLEL LINE, A DISTANCE 2668.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 475.69 ACRES, MORE OR LESS.
CONTINUED ON SHEET 3 OF 5

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SURVEYOR AND MAPPER'S SIGNATURE

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2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

LELAND L. BURTON, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 2400

LBPH CONSULTING CIVIL ENGINEERS,
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(772) 286-3883 Fax: (772) 286-3925
BPR & FBPE License No: 959 www.lbph.com

PROJECT NAME:

SKETCH AND DESCRIPTION FOR:
PALM BEACH GARDENS
BRIGER TRACT

REVISIONS:

Scale: NA

Sheet 2 OF 6

Computed: NAB

Checked: LLB

Field Book: N/A

Date 11/11/04

Page: N/A

FILE NO.
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BRIGER-TRACT.DWG

Field: N/A

Project No.
04-4388

LEGAL DESCRIPTION -BRIGER TRACT

CONTINUED FROM SHEET 2 OF 5

PARCEL 2: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE N 00°36'10" E ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 4365.77 FEET TO THE SOUTHWESTERLY BOUNDARY OF THE LAND DESCRIBED AS A (1) IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE ALONG SAID BOUNDARY S 34°24'11" E A DISTANCE OF 112.84 FEET; THENCE S 33°15'24" E A DISTANCE OF 493.78 FEET ALONG SAID BOUNDARY TO THE BEGINNING OF A CURVE THEREIN, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11365.16 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 813.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°05'58"; THENCE S 29°09'26" E A DISTANCE OF 1199.39 FEET; THENCE S 28°00'42" E ALONG SAID BOUNDARY A DISTANCE OF 2426.49 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE CONTINUE S 28°00'42" E ALONG SAID BOUNDARY A DISTANCE OF 1464.33 FEET; THENCE N 89°03'55" W ALONG SAID BOUNDARY AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN B (1) OF SAID ORDER OF TAKING, A DISTANCE OF 339.11 FEET; THENCE S 86°53'19" W ALONG SAID NORTH LINE A DISTANCE OF 401.53 FEET TO THE NORTHERLY LINE OF HOOD ROAD; THENCE N 88°06'39" W ALONG SAID NORTHERLY LINE A DISTANCE OF 518.02 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N 00°50'24" E ALONG SAID EAST LINE A DISTANCE OF 627.76 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE N 89°02'58" W A DISTANCE OF 658.30 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE S 00°50'39" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 616.97 FEET TO SAID NORTH LINE OF HOOD ROAD; THENCE N 88°06'39" W ALONG SAID NORTH LINE A DISTANCE OF 643.06 FEET; THENCE N 89°03'24" W ALONG SAID NORTH LINE A DISTANCE OF 673.72 FEET TO THE WEST LINE OF SAID SECTION 35; THENCE N 00°51'10" E ALONG SAID WEST LINE A DISTANCE OF 1263.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 206.94 ACRES, MORE OR LESS.

TOGETHER WITH;

THE EAST 40 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 42 EAST, LESS THAT PORTION CONVEYED TO COUNTY OF PALM BEACH FOR ROAD RIGHT-OF-WAY FOR HOOD ROAD IN DEED BOOK 1142, PAGE 337, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 0.538 ACRES.

TOGETHER WITH:

THE WEST 250 FEET OF THE EAST 290 FEET OF THE SOUTH 330 FEET THEREOF, LESS THAT PART IN HOOD ROAD;

TOGETHER WITH:

ALL THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF HOOD ROAD, LESS AND EXCEPTING THERE FROM:

THE EAST 40 FEET THEREOF, AND

CONTINUED ON SHEET 4 OF 5

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PROJECT NAME:
SKETCH AND DESCRIPTION FOR:
PALM BEACH GARDENS
BRIGER TRACT



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Scale: NA

Sheet 3 of 6

Computed: NAB

Checked: LLB

REVISIONS:

Field Book: N/A

Date
11/11/04

Page: N/A

FILE NO.
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BRIGER-TRACT.DWG

Field: N/A

Project No.
04-4388

LEGAL DESCRIPTION -BRIGER TRACT

CONTINUED FROM SHEET 3 OF 5

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SECTION 35, TOWNSHIP 41 SOUTH, RANGE 42 EAST; THENCE RUN N 88°07'24" W, A DISTANCE OF 1266.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY;

THENCE N 01°52'36" E, A DISTANCE OF 80.00 FEET;
THENCE N 88°07'24" W, A DISTANCE OF 340.26 FEET;
THENCE N 28°00'12" W, A DISTANCE OF 1477.07 FEET;
THENCE N 89°24'43" W, A DISTANCE OF 423.66 FEET;
THENCE S 28°00'12" E, A DISTANCE OF 1465.33 FEET;
THENCE N 89°04'42" W, A DISTANCE OF 200.00 FEET;
THENCE S 01°52'36" W, A DISTANCE OF 227.32 FEET;
THENCE S 88°07'24" E, A DISTANCE OF 332.50 FEET;
THENCE S 28°00'12" E, A DISTANCE OF 1380.87 FEET;
THENCE S 87°56' 10" E, A DISTANCE OF 429.84 FEET;
THENCE N 28°00'12" W, A DISTANCE OF 1365.72 FEET;
THENCE N 89°00'51" E, A DISTANCE OF 200.00 FEET;
THENCE N 01°52'36" E, A DISTANCE OF 154.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.96 ACRES.

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT RIGHT-OF-WAY FOR HOOD ROAD.

CONTAINING 9.42 ACRES.

BEARING BASE:

THE WEST BOUNDARY OF PARCEL 1 OF OFFICIAL RECORDS BOOK 6608,
PAGE 288, PUBLIC RECORDS OF PALM BEACH GARDENS, FLORIDA.

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PROJECT NAME:
SKETCH AND DESCRIPTION FOR:
PALM BEACH GARDENS
BRIGER TRACT

Lbfh CONSULTING CIVIL ENGINEERS,
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Sheet 4 of 6

Computed: NAB

Checked: LLB

REVISIONS:

Field Book: N/A

Date
11/11/04

Page: N/A

FILE NO.
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BRIGER-TRACT.DWG

Field: N/A

Project No.
04-4388

LINE AND CURVE TABLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°08'39"W	639.82
L2	N01°53'21"E	70.00
L3	N88°06'39"W	32.20
L4	N83°32'10"W	52.86
L5	N01°53'21"E	15.00
L6	N83°32'10"W	140.45
L7	S01°53'21"W	15.00
L8	N83°32'10"W	308.19
L9	N88°06'39"W	117.30
L10	N00°48'46"E	291.35
L11	N89°11'14"W	70.00
L12	N00°48'46"E	941.91
L13	N89°25'19"W	658.25
L14	S00°49'27"W	459.48 (D)
L14	S00°29'47"W	540.34 (C)
L15	N28°00'42"W	615.60 (C)
L16	N24°00'40"W	546.71
L17	N18°28'47"W	543.08
L18	N14°39'55"W	177.27
L19	N11°28'43"E	190.38
L20	N83°46'49"E	190.36
L21	N89°55'06"E	301.88
L22	N87°37'31"E	296.35
L23	N89°55'25"E	302.02
L24	N00°04'35"W	6.00
L25	N89°55'25"E	514.52
L26	N82°47'55"E	201.56
L27	N89°55'25"E	242.59
L28	S34°24'11"E	112.84
L29	S33°15'24"E	493.78
L30	S29°09'26"E	1199.39
L31	S28°00'42"E	2426.49
L32	S28°00'42"E	1464.33
L33	N89°03'55"W	339.11
L34	S86°33'19"W	401.53
L35	N88°06'39"W	518.02
L36	S88°06'38"E	858.45
L37	N88°06'39"W	643.06
L38	N89°03'24"W	873.72
L39	N00°51'10"E	1263.58
L40	S00°50'39"W	616.97
L41	N89°02'58"W	658.30
L42	N00°50'24"E	622.76

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	LENGTH
C1	5635.58	5°31'54"	544.10
C2	11365.16	4°05'58"	813.18

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LELAND L. BURTON, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 2400

PROJECT NAME:

SKETCH AND DESCRIPTION FOR:
PALM BEACH GARDENS
BRIGER TRACT

Lbfh CONSULTING CIVIL ENGINEERS,
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Sheet 5 of 6

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REVISIONS:

Field Book: N/A

Date

11/11/04

Page: N/A

FILE NO.

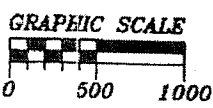
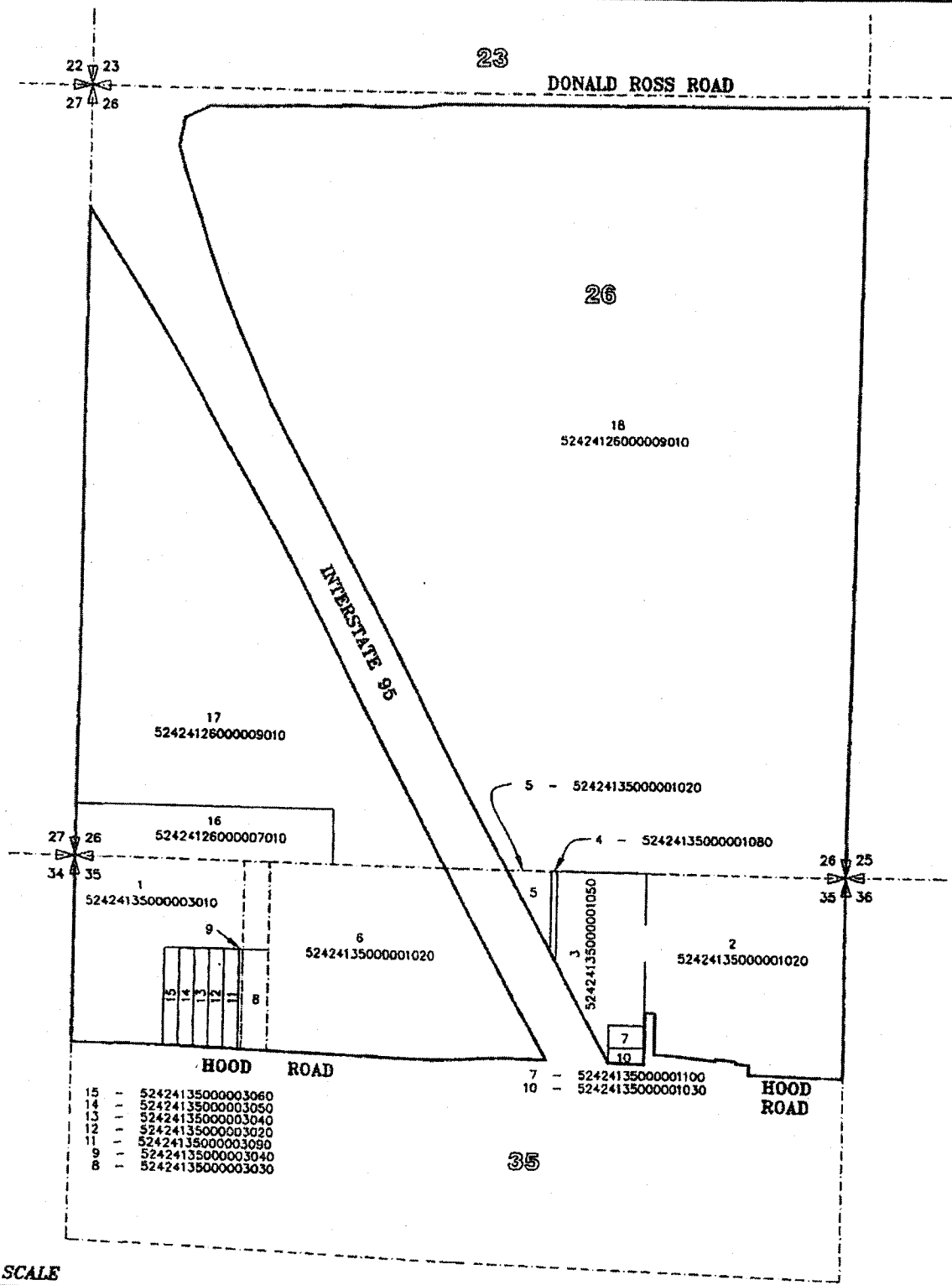
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Field: N/A

Project No.

04-4388

Parcel: Parcel.dwg, PARCEL, 11/11/2004 5:22:30 PM, n-b-b, LBFH Inc.
Drawing Name: G:\eland-B\SDSK\dwg\briger-tract.dwg Layout: PARCEL - Plotted B, n-b - Date: Nov 11, 2004 - 5:22pm - LBFH, Inc.



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	Sheet 6 of 6			
	Computed: NAB	Date	FILE NO.	Project No.
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EXHIBIT "A-2"

PARCEL I

THAT PORTION OF SECTION 26 TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH 00°04'12" EAST, A DISTANCE OF 1280.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°02'48", AN ARC DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING;

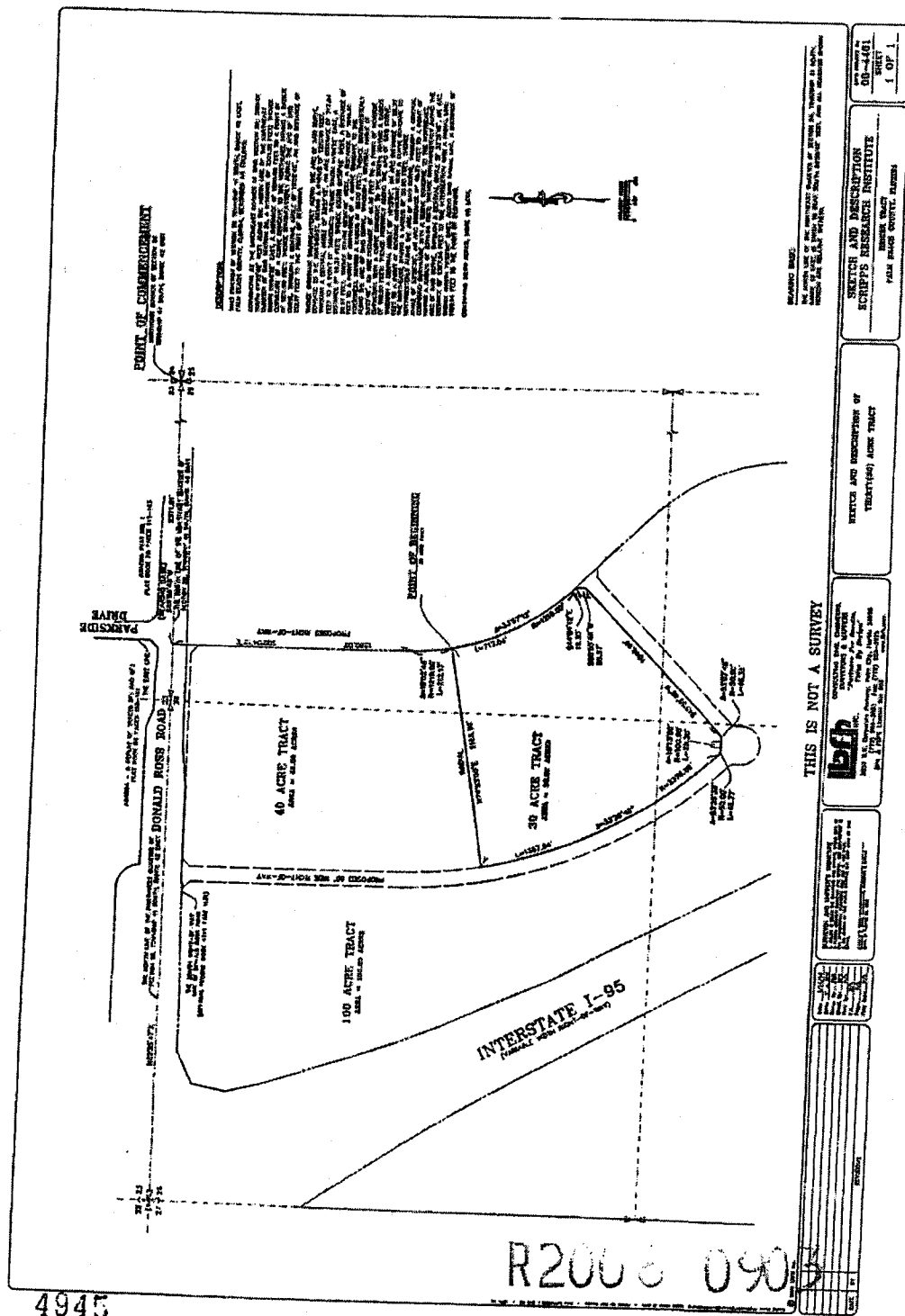
THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1210.00 FEET, THROUGH A CENTRAL ANGLE OF 33°57'12", AN ARC DISTANCE OF 717.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°04'12" EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH 00°55'48" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 45°55'48" WEST, A DISTANCE OF 1046.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC DISTANCE OF 46.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°13'00", AN ARC DISTANCE OF 28.30 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°35'38", AN ARC DISTANCE OF 46.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°26'46", AN ARC DISTANCE OF 1387.54 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE NORTH 79°53'00" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 1166.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES, MORE OR LESS

4944

R2006 0-03

R206 8 0903



PARCEL II

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2371.01 FEET; THENCE SOUTH 00°04'12" EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 1140.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°02'48", AN ARC DISTANCE OF 212.17 FEET TO THE INTERSECTION WITH A RADIAL LINE; THENCE SOUTH 79°53'00" WEST, ALONG A LINE RADIAL TO THE FOLLOWING CURVE, A DISTANCE OF 1166.96 FEET TO A POINT ON SAID CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2376.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°02'48", AN ARC DISTANCE OF 416.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°04'12" WEST, A DISTANCE OF 1140.00 FEET; THENCE NORTH 44°55'47" EAST, A DISTANCE OF 56.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4296, PAGE 1151 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°55'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND EASTERLY PROLONGATION, A DISTANCE OF 1086.96 FEET; THENCE SOUTH 45°04'12" EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS

EXHIBIT "A-3"

PARCEL III

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2670.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'47" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 947.37 FEET; THENCE SOUTH 00°04'12" EAST, A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 1133.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2456.96 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'35", AN ARC DISTANCE OF 1866.50 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°41'50", AN ARC DISTANCE OF 45.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 100.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 196°18'04", AN ARC DISTANCE OF 342.61 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC DISTANCE OF 46.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 45°55'48" EAST, A DISTANCE OF 1046.96 FEET;

THENCE SOUTH 89°04'12" EAST, A DISTANCE OF 56.57 FEET;

THENCE SOUTH 44°04'12" EAST, A DISTANCE OF 384.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1100.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°21'46", AN ARC DISTANCE OF 870.90 FEET;

THENCE SOUTH 65°39'59" WEST, A DISTANCE OF 1873.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE I-95 AS RECORDED IN OFFICIAL RECORD BOOK 4296 PAGE 1151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THE FOLLOWING SIX(6) COURSES RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 28°00'12" WEST, A DISTANCE OF 2268.29 FEET; THENCE NORTH 24°00'10" WEST, A DISTANCE OF 546.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 5635.58 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'54", AN ARC DISTANCE OF 544.09 FEET TO A POINT OF TANGENCY;
THENCE NORTH 18°28'17" WEST, A DISTANCE OF 543.08 FEET;
THENCE NORTH 14°39'25" WEST, A DISTANCE OF 177.27 FEET;
THENCE NORTH 11°29'13" EAST, A DISTANCE OF 190.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS RECORDED IN OFFICIAL RECORD BOOK 4296 PAGE 1151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THE FOLLOWING FOUR(4) COURSES RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE;
THENCE NORTH 63°47'19" EAST, A DISTANCE OF 190.36 FEET;
THENCE NORTH 89°55'35" EAST, A DISTANCE OF 301.88 FEET;
THENCE NORTH 87°38'02" EAST, A DISTANCE OF 296.35 FEET;
THENCE NORTH 89°55'47" EAST, A DISTANCE OF 271.78 FEET;
THENCE SOUTH 45°04'12" EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,356,000 SQUARE FEET OR 100.000 ACRES, MORE OR LESS.

EXHIBIT "B"

BRIGER DRI/PCD BUDGET SUMMARY

October 23, 2007

Team Member	Field of Study	Proposed Budgets			TOTALS
		DRI	PCD	ERP	
Urban Design Studio	Planning/Landscape Architecture	\$323,026.00	\$324,196.00	\$13,184.00	\$660,406.00
Susan E. O'Rourke, P.E., Inc.	Transportation	\$214,050.00	\$32,250.00	N/A	\$246,300.00
Michael B. Schorah & Assoc., Inc.	Civil Engineering	\$456,300.00	\$78,000.00	\$75,000.00	\$609,300.00
Environmental Services, Inc.	Environmental	\$53,666.00	\$15,666.00	\$48,668.00	\$118,000.00
Thompson Consulting, Inc.	Economics	\$77,000.00	\$8,000.00	N/A	\$85,000.00
Archeological and Historic Conservancy, Inc.	Archeology	\$9,500.00	N/A	N/A	\$9,500.00
To Be Determined	Soil Engineering	N/A	N/A	\$10,000.00	\$10,000.00
To Be Determined	Hydro Engineering	N/A	N/A	\$15,000.00	\$15,000.00
To Be Determined	I.Q. Water	N/A	N/A	\$15,000.00	\$15,000.00
Reimbursable Expenses (Estimated)		\$85,016.00	\$34,359.00	\$13,264.00	\$132,639.00
Government Permit Review Fees (Estimated)		\$75,000.00	\$150,000.00	\$25,000.00	\$250,000.00
Contingency Fee (Estimated)		\$56,676.00	\$22,905.00	\$8,842.00	\$88,423.00
		DRI	PCD	ERP	TOTAL
Sub-Total Proposed Budgets		\$1,350,234.00	\$665,376.00	\$223,958.00	\$2,239,568.00

Note: Numbers rounded to the nearest dollar amount.

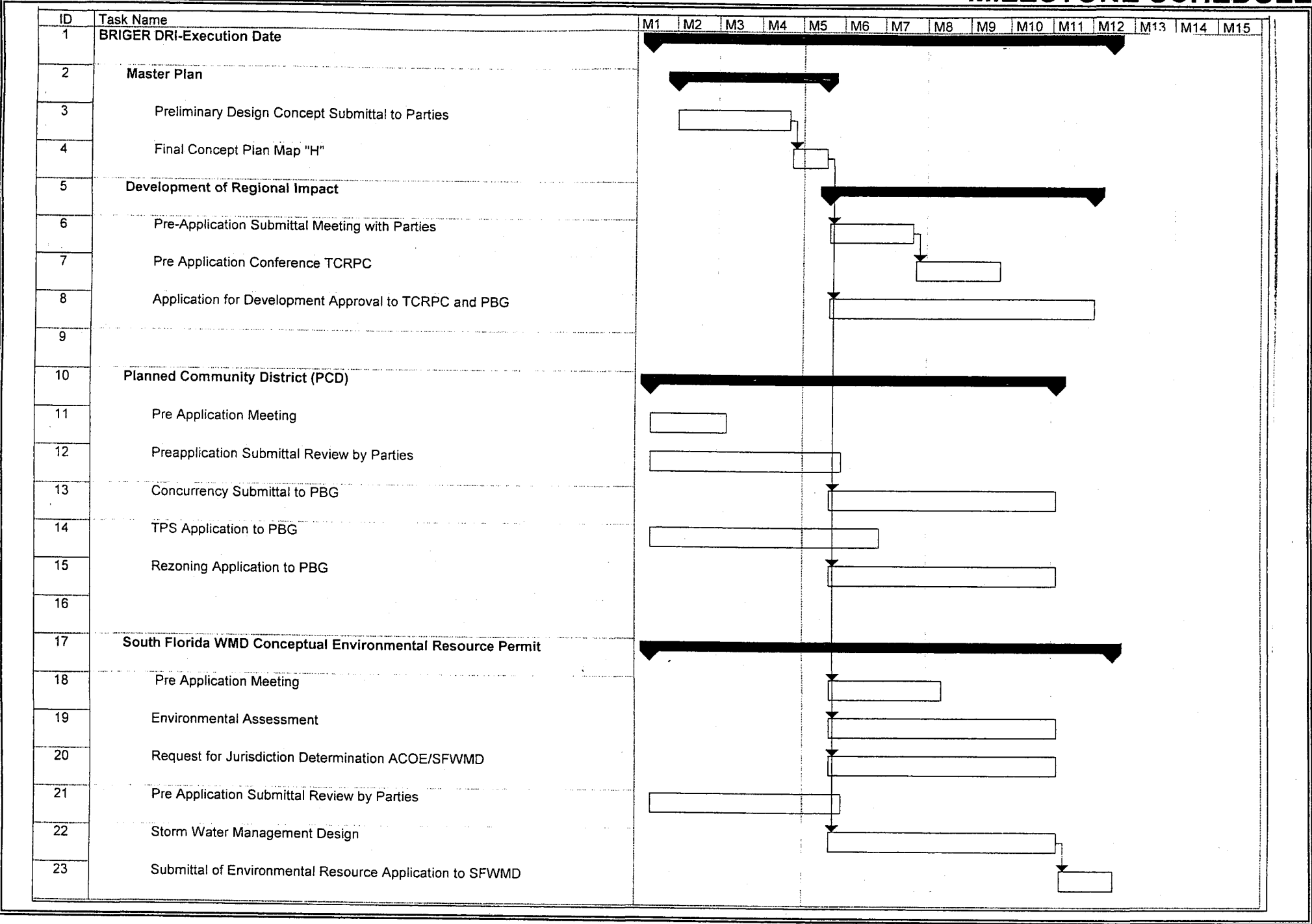
C:\Users\Bridget\Documents\Budget\Briger\Briger Budget Summary 10/23/07.mxd

Palm Beach County Share (32%) = \$716,662

Lester Family Investments Share (68%) = \$1,522,906

BRIGER DRI

MILESTONE SCHEDULE



October 4, 2007

Mr. Howard Lester
The Lester Family Investments L.P., Richard Thall,
Robert Thall, Peter L. Briger, Paul H. Briger,
and the David Minkin Florida Realty Trust
c/o Pelcorp, Inc.
44 Cocoanut Row
Palm Beach, FL 33480
PH 561-835-8118 / FX 561-835-9447

**urban
design
studio**

Urban Design
Urban Planning
Land Planning
Landscape Architecture

**RE: 683 ACRE SITE COMMONLY KNOWS AS BRIGER
TRACT PROPOSAL FOR SERVICES: GENERAL
PLANNING, DEVELOPMENT OF REGIONAL IMPACT,
FUTURE LAND USE AMENDMENT, CONCURRENCY,
PLANNED COMMUNITY DEVELOPMENT, ENVIRONMENTAL
RESOURCE PERMIT and PROJECT COORDINATION
UDS REF. #88-039.005 (PL/DRI1/DRI2/CON/LUP/PCD/MP/PNM/MG/ERP/PC/GA)**

Dear Mr. Howard:

This proposal is submitted by **URBAN DESIGN STUDIO**, hereinafter referred to as the "**Consultant**" to **THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST**, hereinafter referred to as the "**Client**". This proposal is for those services that Urban Design Studio, and other Consultants retained for this project on Client's behalf "**Team Consultants**", will provide to represent you before the appropriate representative boards of the Treasure Coast Regional Planning Council (TCRPC), City of Palm Beach Gardens (PBG), and Palm Beach County (PB County), to provide the necessary general planning services, Urban Design Studio's representation of the project as agent and main contact, to prepare applications requesting a privately initiated Development of Regional Impact (DRI), Future Land Use Amendment request, Concurrency approval request, a Planned Community Development (PCD), and for the securing of an Environmental Conceptual Resources Permit (ERP) for the approximately 683 acre parcel located in Palm Beach Gardens, on the south side of Donald Ross Road, and east and west of Intrastate 95 in PBG. It is our understanding that you desire to develop the site as a mixed use development consisting of 70 acres for the Scripps development, 100 acres for Bio Tech and related uses with the remainder of the acreage utilized for residential uses and regulated site development, i.e, perimeter buffers, upland, etc., under the regulations as set forth in Palm Beach Gardens' Comprehensive Plan and Land Development Regulations.

MINISTERIAL FEE

Pursuant to the Client's agreement with the County, UDS will be responsible for administering the payment of the Team Consultants. For this service, the Client will compensate UDS five percent (5%) on all Team Consultant invoices.

PROJECT COORDINATION

At the direction of the Client, UDS will coordinate the entitlement process for this project. This work will be provided and billed to the Client on an Hourly Open basis, not to exceed the proposed estimated budget fee. However, as the demands of the Client or the project become greater than anticipated by Urban Design Studio, the proposed estimated budget fee will need to be brought to the attention of the Client and adjusted accordingly.

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REIMBURSABLE EXPENSES

The Client will be responsible for all reimbursable items from UDS and all Team Consultants. Working closely with other consultants on a daily basis, it has been our experience that Client's should budget anywhere between 5% to 15% of the entire cost of the project, for reimbursable items. This budget should include the costs of postage associated with all public hearing meetings and/or courtesy notice mailings the State, County, or City, may require of the project for voluntary public involvement meetings.

DOCUMENTS AND THEIR OWNERSHIP

The conceptual Environmental Resource Permit (ERP), Development of Regional Impact (DRI), and Planned Community Development District (PCD) are guidelines only. Actual construction drawings/plans are not a part of this proposal and will can submitted under separate proposals, at the appropriate time, from all Team Consultants.

Urban Design Studio shall provide to the Client, on a monthly basis, updated AutoCAD files of all Urban Design Studio drawing work product. Due to the time sensitive and proprietary nature of the materials, Client agrees that such AutoCAD files are not for use by others and are provided only and explicitly for security of an off-site backup of the materials, if ever such files become irretrievable at Urban Design Studio.

MODIFICATIONS/CHANGES

UDS recommends that the Client be prepared for modifications/changes to the project development application requests due to potential unknowns or from future imposed development conditions. It is suggested that the Client be prepared for a minimum twenty percent (20%) increase in costs due to these factors.

BUDGET AMOUNTS

At this time, we have only budgeted for a Soils Engineer, I.Q. Specialist, and a Hydrological Engineer. We have not solicited proposals for these areas of expertise, as their services may or may not be required.

INSURANCE REQUIREMENTS

Consultant agrees to comply with all requirements for insurance to be maintained by "Primary Consultant" under the terms of the Agreement. (See *Exhibit 'D' Rider to Consultants Scope of Service Agreement.*)

URBAN DESIGN STUDIO FEE

Contract: At the direction of the Client, we have prepared an **Estimated Budget Fee** contract, which the professionals involved believe to be more in line with the nature of the work. All professional services provided will be billed to the Client on an hourly basis in accordance with the hourly rates referenced in the attached *Exhibit 'A' - Scope of Services*, and on the attached "Terms" sheet.

This contract then encompasses the full scope of services that are required of Urban Design Studio to assist in obtaining the desired approvals for the subject site, as well as those efforts necessary to coordinate with the Client and Team Consultants, and manage the project, on behalf of the Client. Also included in this scope, if necessary, are community meetings, establishing CRALLS, and the writing of new district regulations that would be applicable to the Briger site, etc.

Please note that the term of this contract will last approximately 18 months. The estimated fee provided does not include major 'unforeseen' occurrences that would require the resources of Urban Design Studio, including re-submittal services of Team Consultants and any redesign of the Client approved proposed development plans, and/or preparation of applications and or related materials, not characteristic of applications that would be necessary to obtain the required approvals as have been listed in the attached ***Exhibit 'A'*** - Scope of Services. Any major scope of services requested, or required by the reviewing authorities, outside of the scope provided in the proposal attached herein will require authorization from the Client, prior to services being rendered.

Estimated Fee Breakdown: The estimated budget fee above can be broken down as follows:

Conceptual Planning	\$ 45,000.00	Concurrency/Land Use	\$ 60,000.00
and Team Meetings		DRI (Parts I and II)	\$190,000.00
PCD/MP/ LA/MG	\$260,000.00	Project Coordination	\$ 50,000.00

Hourly Rates:

KEN TUMA, PRINCIPAL:	\$160/hr.	PRINCIPAL:	\$125/hr.
SENIOR PLANNER	\$125/hr.	ASSISTANT PLANNER:	\$75/hr.
LANDSCAPE ARCHITECT:	\$95-110/hr.	LANDSCAPE DESIGNER:	\$75/hr.

Hourly Not to Exceed fees shall be billed on an hourly basis in accordance with the hourly rates referenced below:

TOTAL ESTIMATED FEE \$605,000.00

We are pleased to note that the estimated budget fee amount proposed is favorably comparable to the amount of appropriation spent by PBC for the Mecca Farms DRI site, and includes considerably more services than would be required for a project of this magnitude.

Thank you for the opportunity to provide you with this proposal for professional services. If the proposal is favorable to your Client, acceptance can be provided on the signature line found below. If you have any questions regarding the professional services proposed, please feel free to contact me.

Sincerely,
URBAN DESIGN STUDIO


Kenneth Tuma
Principal

sp

cc: Steve Mathison

CONSULTANT

URBAN DESIGN STUDIO, LLC

By: 
Kenneth G. Tuma, KW Holdings of
Florida, LLC, it's Managing Partner

Its: Principal

Date: 10-16-06

CLIENT

**THE LESTER FAMILY INVESTMENTS
L.P., RICHARD THALL, ROBERT
THALL, PETER L. BRIGER, PAUL H.
BRIGER, AND THE DAVID MINKIN
FLORIDA REALTY TRUST**

By: 

Print Name: Howard Lester

Its: Authorized Agent

Date: 10/18/09

EXHIBIT 'A'



DATE: OCTOBER 4, 2007

PROJECT REFERENCE: BRIGER 683 ACRE SITE

Urban Design
Urban Planning
Land Planning
Landscape Architecture

PROPOSAL FOR: GENERAL PLANNING, DEVELOPMENT
OF REGIONAL IMPACT, FUTURE LAND
USE AMENDMENT, CONCURRENCY, PLANNED COMMUNITY
DEVELOPMENT, ENVIRONMENTAL RESOURCE PERMIT

UDS REFERENCE/LABOR CODES: # 88-039.005 (PL/DRI1/DRI2/CON/LUP/PCD/
MP/PNM/MG/ERP/PC/GA)

PART I. CONCEPTUAL PLANNING SERVICES **UDS REF. #88-039.005 (PL)**

- Attendance at preliminary project review meetings with the Client and Team Consultants to review proposed conceptual development programs; and to refine one final development program, approved by the Client;
- Attendance at meetings with pertinent governmental staff and consultants retained by Client;
- Coordinate and attend bi-weekly team meetings, for up to 18 months, with the Client and Team Consultants for the review of all applications and project related issues.
- Research of existing files relative to the history of subject project and surrounding properties and review of property conditions and circumstances;
- Review of land use plan and zoning approval history and designations and evaluation of development regulations and regulatory opportunities or constraints;
- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Development of up to three (3) conceptual development programs;
- Preparation of three (3) conceptual Master Plans;
- Preparation of one (1) CAD conceptual Master Plan, based on Client review and input of conceptual programs and plans (*Master Plan will serve as the basis for Map "H", as required as part of the DRI application request*);
- Preparation of one (1) color graphic version of the plan for Client review and use;
- Preparation of one (1) final revised Master Plan/Map "H" product.

***NOTE:** Please see attached Team Consultant proposals for a scope of services as they relate to this section.*

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**PART II. DEVELOPMENT OF REGIONAL IMPACT PRE-APPLICATION
UDS REF. #88-039.005 (DRI 1)**

- Attendance at Client conferences to review Treasure Coast Regional Planning Council (TCRPC) and PBG requirements for a DRI request;
- Attendance at pre-application meetings with Treasure Coast Regional Planning Agency and Representative Governmental Agencies to review the requested development program and land use modification;
- Initial consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Preparation of the required documentation, as required by TCRPC for pre-application, including, but not limited to:
 - Coordination with team consultants for preparation of the Project Description, including surveys and preliminary drainage information, as *(provided by Team Engineering Consultant)*
 - Coordination with team consultants for preparation of the Site Narrative Summary and Site Aerial Graphic describing/depicting the following information:
 - ▶ land uses, *(prepared by UDS)*
 - ▶ vegetative associations, *(provided by Team Environmental Consultant)*
 - ▶ brief environmental assessment of site, *(provided by Team Environmental Consultant)*
 - ▶ historical or archaeological significance, if any *(provided by Team Archeological Consultant)*
 - Coordination with team consultants for preparation of the Summary Narrative of the Impacts to the Surrounding Area, including maps and graphics depicting the following requirements:
 - ▶ land uses, public facilities and centers, urban service boundary areas, and other information for those lands within a two mile area
 - ▶ proximity of site to regionally significant resources as identified in the Regional Policy Plan, i.e. wetlands, water bodies, etc. *(provided by Team Environmental Consultant)*
 - ▶ Transportation functional classifications and number of lanes of all roadways in the two mile study area *(provided by Team Traffic Engineering Consultant)*
 - Coordination with team consultants for preparation of the Permitting and Approval information for the Site stating the comprehensive plan amendments required for proposed development and list of all existing permits

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

**PART III. GOVERNMENTAL APPROVALS DEVELOPMENT OF REGIONAL
IMPACT APPLICATION; UDS REF. #88-039.005 (DRI 2)**

RESEARCH

- Attendance at team meetings with the Client and team consultants to review TCRPC and PBG requirements for a DRI request, status of application components, and discuss and coordinate project related information for the preparation of the final DRI ADA application request;
- Research of existing files relative to the history of subject project and surrounding properties, as necessary;
- Review of PBG development restrictions and/or requirements;
- Attendance at meetings with Palm Beach Gardens Planning Division staff to review the requested DRI ADA application request;
- Representation and presentation of the project by UDS to the TCRPC for the Council's review and determination of the DRI ADA application request.

DEVELOPMENT OF REGIONAL IMPACT ADA APPLICATION PREPARATION

PART I. APPLICATION INFORMATION / QUESTIONS 1 THRU 8

- Coordination with team consultants for the preparation of a Statement of Intent;
- Coordination with team consultants for the preparation of a Applicant Information;
- Coordination with team consultants for the preparation of a Development Information Summary;
- Preparation of Owners Consent/Authorization;
- Coordination with the Consulting Surveyor for the necessary legal information for the site;
- Preparation and coordination of a Permit Information, listing all agencies (local, state, and federal) from which approval and/or permits must be obtained prior to initiation of development.
- Preparation of minor amendments to the Development of Regional Impact application request in response to comments received from TCRPC, PB County, PBG Planning Staff, Planning, Zoning, and Appeals Board, and/or City Council, prior to final approval

PART II. GENERAL SECTION / QUESTIONS 9 THRU 11

- Coordination with team consultants for the preparation of the following required Maps depicting all required information as set forth in the ADA requirements:
 - general location map (*prepared by UDS*)
 - vertical aerial map showing site boundaries and other required information (*prepared by UDS*)
 - topographic map (*provided by Team Engineering Consultant*)
 - land use map (*prepared by UDS*)
 - soils map (*provided by Team Engineering Consultant*)
 - vegetation associations map (*provided by Team Environmental Consultant*)
 - Master Development Plan (*prepared by UDS*)
 - Master Drainage Plan (*provided by Team Engineering Consultant*)
 - highway and transportation map (*provided by Team Traffic Engineering Consultant*)

- Coordination with team consultants for the preparation of a General Project Description documentation describing and discussing in general terms all major elements, including phasing, magnitude, breakdown of existing and proposed land uses, activities on site (previous and existing), primary and secondary trade areas, if applicable, demand determination;
- Coordination with team consultants for the preparation of General Project Description documentation demonstrating consistency with the local comprehensive plan and lands development regulations, and associated amendments to those documents, if applicable, description of compliance with State and Regional Comprehensive Policy Plans goals and policies, and summary of natural resource impacts and public facility capital costs;
- Coordination of completed Demographic and Employment information tables, as provided by the TCRPC and Economist Consultant;
- Coordination with the economist consultant and Client to prepare a Revenue Generation Summary.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART III. ENVIRONMENTAL RESOURCES IMPACTS / QUESTIONS 12 THRU 20

- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Coordination with the Team Environmental Consultant for the preparation of vegetation and wildlife summary identifying the dominant species and other unique features, and providing for all information relating to vegetation and wildlife on the site, as outlined in the ADA requirements;
- Coordination with the Team Environmental Consultant for the preparation of wetlands summary, providing for all information relating to any wetlands on the site, as outlined in the ADA requirements;
- Coordination with the Team Environmental Consultant for the preparation of hydrologic summary, providing for all information relating to any wetlands on the site, as outlined in the ADA requirements;
- Coordination with the Team Environmental Consultant and Team Engineering Consultant in the preparation of on site soils summary and descriptions, as outlined in the ADA requirements;
- Coordination with the Team Engineering Consultant in the preparation of floodplains summary and descriptions, as outlined in the ADA requirements;
- Coordination with the Team Engineering Consultant in the preparation of water supply information, as outlined in the ADA requirements;
- Coordination with the Team Engineering Consultant in the preparation of wastewater management summary, as outlined in the ADA requirements;
- Coordination with the Team Engineering Consultant in the preparation of stormwater management summary, as outlined in the ADA requirements;
- Coordination with the Team Engineering Consultant in the preparation of solid waste and hazardous waste management summary, as outlined in the ADA requirements.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART IV. TRANSPORTATION RESOURCE IMPACTS / QUESTIONS 21 THRU 23

- Coordination with Team Traffic Engineering Consultant for the preparation of the traffic summary components and maps, as outlined in the ADA requirements, including the following information:
 - existing conditions within the two mile study area
 - projected vehicle trip generation expectation
 - estimation of the internal/external trip generation
 - projected total peak hour directional traffic
 - assignment of trips generated by development
 - expected highway network
 - identification of anticipated number and general locations of access points for drives, median openings, and other roadway design requirements
 - summary of how the proposed development complements or commits to the protection of existing transportation corridors
 - public transit accommodations
 - internal and external pedestrian access and linkages
- Coordination with the Client and team consultants to prepare summary narratives documenting air quality control, as outlined in the ADA requirements, including site preparation and construction dust containment and other structural and operational measure to reduce air pollution impacts of development;
- Coordination with the Client and team consultants to prepare summary narratives documenting hurricane preparedness for the development, as outlined in the ADA requirements, including district locations, evacuation impacts of the proposed development, evacuation routes, and other requirements.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART V. HUMAN RESOURCE IMPACTS / QUESTIONS 24 THRU 30

Coordination with the Team Economic Consultant for the preparation of the following requirements:

- Housing summary describing target markets, housing descriptions, cost ranges, tenure, and employment opportunities;
- Police and fire services summary documenting facilities to be dedicated on site or otherwise provided for, facility and manpower capacity, and other pertinent information as required by the ADA requirements;
- Documentation describing recreation facilities and open spaces provide for on-site, including any public dedications for park and recreational space, and consistency with local and regional policies, and other impacts as required by the ADA requirements;
- Education summary describing residential unit breakdown, expected number of school age children, facilities to be dedicated on site or otherwise provided for, existing facility capacity, and other pertinent information as required by the ADA requirements;
- Summary of health care services and facilities requirements.;
- Summary of energy demands, use descriptions, facility capacity, and other pertinent information as required by the ADA requirements;
- Summary of historical and archeological significance of site, if any.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART IV. GOVERNMENTAL APPROVALS CONCURRENCY APPLICATION
UDS REF. #88-039.005 (CON)

- Attend Client conferences to review development program and issues related to concurrency;
- Research of existing files relative to the history of subject project;
- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Attend pre-application conference with PBG Planning Staff;
- Calculation of the required filing fees;
- Preparation of required maps;
- Preparation of application forms and submittal letter;
- Preparation of one (1) preliminary Site Plan showing the proposed development program and initial site configuration for the purposes of concurrency review only;
- Coordination with Client, City service providers, team consultants and professionals to prepare and file the components of an application requesting **Concurrency Certification**; Client to receive a copy of application package, including the following materials:
 - development application
 - preliminary site plan
 - area location map
 - owner's authorization forms
 - agent's agreement forms
 - warranty deed and affidavit (*Client to supply deed*) (*UDS to prepare affidavit*)
 - utility service provider availability letter (*secured by UDS*)
 - solid waste disposal statement (*secured by UDS*)
 - drainage statement (*provided by Team Engineering Consultant*)
 - traffic impact analysis (*provided by Team Traffic Engineering Consultant*)
 - survey w/legal description (*provided by Team Engineering Consultant*)
- Follow-up with Client, City service providers, team consultants, and professionals to secure final **Concurrency** approval;
- Document revisions resulting from changes in team consultants' work;
- Preparation of minor revisions to the Concurrency application components in response to comments received from PB County and/or PBG Planning Staff, prior to final approval.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART V. GOVERNMENTAL APPROVALS FUTURE LAND USE PLAN
AMENDMENT APPLICATION
UDS REF. #88-039.005 (LUP)

- Client conferences to review development program and issues;
- Research of existing files relative to the history of subject property;
- Research and review of PBG Land Development Regulations, Bio Tech Overlay District regulations, if required, and those requirements for appropriate Land Use Category, Zoning District and subdivision regulations for developing the subject property;
- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Site investigation based on site visit, aerial photographs, and any available surveys, studies or plans pertaining to the proposed development area;

- Coordination with the Treasure Coast Regional Planning Council regarding the change in land use, as required;
- Coordination with the Florida Department of Community Affairs regarding the change in land use, as required;
- Coordination with the appropriate governing review boards and Palm Beach County Staff to interpret and establish **CRALLS** designations for the site and surrounding area, including:
 - Consultation and coordination with the Client, City service providers, team consultants, and other professionals to assist in preparing and filing the components requesting **CRALLS** designation;
 - Representation, as agent for the Client, before the governing agencies for **CRALLS** determination of impact;
- Pre-application conference with PBG Planning Staff;
- Calculation of the required filing fees;
- Preparation of required agreements and affidavits to be signed by owner and agents;
- Preparation of required application forms, submittal letter and other required statements;
- Preparation of required application submittal maps;
- Preparation of required land use plan modification graphics, depicting the proposed modifications to PBG's existing land use maps, required for submission;
- Coordination with Client, City service providers, and Team Consultants for the preparation and filing of an application for a **Large Scale Future Land Use Plan Amendment** approval. Client to receive a copy of the application package with the following materials:
 - statement of compliance with the goals of the PBG's Comprehensive Plan (*prepared by UDS*)
 - development application (*prepared by UDS*)
 - area location maps and other maps as required by PBG (*prepared by UDS*)
 - owners authorization forms (*prepared by UDS*)
 - warranty deed and affidavit (*provided by Client*)
 - certified boundary survey with legal description and acreage calculation (*provided by Team Engineering Consultant*)
 - traffic impact analysis (*provided by Team Traffic Engineering Consultant*)
 - Seacoast Utility Authority service availability letter (*secured by UDS*)
 - Waste Management service availability letter (*secured by UDS*)
 - parks analysis (*prepared by UDS*)
 - Palm Beach County School Board statement (*secured by UDS*)
 - drainage statement (*provided by Team Engineering Consultant*)
 - environmental vegetation analysis statement (*provided by Team Environmental Consultant*)
 - property owners list (*secured by UDS*)
- Coordination with sign manufacturer to locate public notice signs for Large Scale Future Land Use Plan Amendment;
- Attendance at consultation meetings with elected and appointed zoning officials as may be necessary;
- Representation as authorized agent, for the applications outlined above, at each of the following meetings:
 - DRC meeting
 - Planning, Zoning & Appeals Board (typically two)
 - City Council (typically two)

- Preparation for and attendance at meetings with neighboring associations and/or community members, or abutting property owners, to present the project and address any concerns, and present the development, including follow-up coordination with Client or team consultants;
- Preparation of file memos noting discussions and actions at all public meetings;
- Coordination with the PBG City Attorney and PBG Planning Staff regarding review of preliminary drafted versions and the preparation of final Ordinances of Approval;
- Document revisions resulting from changes in team consultants' work;
- Preparation of minor revisions to the Future Land Use Plan Amendment application components in response to comments received from TCRPC, PB County, PBG Planning Staff, Planning, Zoning, and Appeals Board, and/or City Council, prior to final approval.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

**PART VI. GOVERNMENTAL APPROVALS PLANNED COMMUNITY
DISTRICT DEVELOPMENT APPLICATION
UDS REF. #88-039.005 (PCD)**

- Attendance at initial meetings with Client and team consultants to review development program, pertinent development restrictions and/or requirements, client-supplied data (survey, utilities, etc.) and program (up to four meetings);
- Research of existing files relative to the history of subject project;
- Review of the PBG Land Development Regulations and Bio Tech Overlay District restrictions and/or requirements for client supplied development program;
- Attendance at meetings with Client, PBG Planning Staff, PBG's Consultants, and team consultants to review proposed development and potential of the site with respect to the Bio Tech Overlay district currently under review for approval by the PBG's City Council;
- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Preparation and establishment of new district regulations for the site that would gain the desired development potential and rights;
- Coordination with Client, PBG Planning Staff, PBG's Consultants, and team consultants to review proposed development and potential of the site with respect to the Bio Tech Overlay district currently under review for approval by the PBG's City Council;
- Site investigation based on aerial photographs and any available surveys, studies or plans pertaining to the proposed development area;
- Coordination and review of Client and/or Consultant supplied base information for conformance with PBG filing requirements for the filing of the Master Plan and Perimeter Landscape Buffer Plans;
- Pre-application and subsequent conferences with PBG Planning Staff;
- Preparation of application forms, submittal letter, and narrative;
- Calculation of the required filing fees, as necessary;
- Preparation of required agreements, affidavits and maps to be signed by owner;
- Coordination with Client, City service providers, and team consultants to prepare and file the components of an application for **Planned Community District (PCD) Development**. Client to receive a copy of the application package including the following materials:
 - development application, including project narrative (*prepared by UDS*)
 - ownership documents and authorizations (*prepared by UDS*)

- aerial location map and aerial photograph with land use and zoning information and other maps, as required by PBG (*prepared by UDS*)
- master plan (*prepared by UDS*)
- perimeter buffer landscape plans (*prepared by UDS*)
- roadway cross-sections (*provided by Team Engineering Consultant*)
- phasing plan, if any (*prepared by UDS*)
- certified boundary survey with legal description, acreage calculation, and topographic information (*provided by Team Engineering Consultant*)
- preliminary drainage report/plan with supporting calculations (*provided by Team Engineering Consultant*)
- surrounding property owners list (*secured by UDS*)
- conceptual upland preservation plan (*provided by Team Environmental Consultant*)
- lighting plans and cut sheets (*provided by Team Lighting Consultant to be determined*)
- certified boundary survey with legal description, acreage calculation, and topographic information (*provided by Team Engineering Consultant*)
- preliminary drainage statement (*provided by Team Engineering Consultant*)
- Phone consultation with elected and appointed zoning officials as may be necessary;
- Preparation of one response to Palm Beach Gardens Development Review Committee citing specific requirements of PBG Land Development Regulations to address sufficiency requirements (*Note: Client, PBG, or Team Consultant requested modifications, not required to meet the PBG's sufficiency requirements as specified in the PBG's Land Development Regulations, are considered a Resubmission, as outlined below*);
- Attendance at meetings with elected and appointed zoning officials as may be necessary;
- Coordination with sign manufacturer to locate public notice signs for Planned Community Development Approval;
- Representation as authorized agent for the applications outlined above at each of the following meetings:
 - DRC meeting
 - Planning, Zoning and Appeals Board (typically two)
 - City Council (typically two)
- Preparation for and attendance at meetings with neighboring associations and/or community members, or abutting property owners, to present the project and address any concerns, and present the development, including follow-up coordination with Client or team consultants;
- Review staff reports prepared by PBG's Project Manager;
- Preparation of file memos noting discussions and actions at public meetings;
- Coordination with the PBG City Attorney and PBG Planning Staff regarding review of preliminary drafted versions and the preparation of final Ordinances of Approval;
- Document revisions resulting from changes in team consultants' work;
- Preparation of minor revisions to the Planned Community Development District application components in response to comments received from the PBG Planning Staff, Planning, Zoning, and Appeals Board, and/or City Council, prior to final approval.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART VII. MASTER PLAN AND PERIMETER BUFFER LANDSCAPE PLANS
UDS REF. #88-039.005 (MP)

Master Plan

- Review of the Palm Beach Gardens Land Development Regulations and Bio Tech Overlay District restrictions and/or requirements for client supplied development program;
- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Coordination and review of preliminary project Master Plan with Client and team consultants, as necessary, for conformance with PBG Master Planning requirements;
- Preparation of the graphics required per PBG Land Development Regulations and Bio Tech Overlay District regulations. These include but are limited to Thoroughfare Plan, Thoroughfare Enhancement Plan, Design Theme and Pedestrian Linkages Plan;
- Review and provide consultation on the proposed Thoroughfare Roadways plans for submission to PBG/PB County;
- Coordination with team consultants, Client, and utility companies to establish preliminary utility and easement locations, as necessary;
- Preparation of one (1) finalized CAD based Master Plan, approved by client, for submittal to PBG. (*Master Plan is conceptual and is not intended for use as a detailed construction document*);
 - Master Plan to include:
 - location of areas of development
 - proposed vehicular circulation
 - proposed pedestrian and bicycle circulation
 - location of environmentally significant lands (to be provided by environmental consultant)
 - zoning and land use categories of the site
 - abutting structures, land use and zoning information within 100' of the outside boundaries of the site
 - centerline and ultimate rights-of-way for abutting roads and canals (to be provided by project engineer)
 - recreation areas, if any
 - location of existing easements and utilities (to be provided by project engineering)
 - tabular site data
 - dimensions and notes required for Planned Community District approval
- Document revisions resulting from changes in team consultants' work;
- Preparation of minor revisions to the submitted Master Plan in response to comments received from the PBG Planning Staff, Planning, Zoning, and Appeals Board, and/or City Council, prior to final approval.

Perimeter Buffer Landscape Plans

- Consultation and coordination with team consultants retained for this project by Consultant on behalf of Client, (i.e. engineer, architect, surveyor, environmentalist, and traffic, soils, economic, drainage, and lighting consultants);
- Coordination between the PBG's consulting engineer, LBFH, and PBG Planning Staff with regards to all easement issues;

- Preparation of required Perimeter Buffer Landscape Plans for conformance with PBG application requirements (***Landscape Buffer Plans are conceptual and are not intended for use as detailed construction documents***) to include:
 - one (1) proto-typical cross section per required buffer, showing landscaping, easements, and elevation changes
 - one (1) proto-typical 100' Plan View per required buffer showing landscaping and easements
- Preparation of required adjacent roadway medians/shoulders and Intrastate 95 Landscape Design Plans for conformance with PBG and FDOT requirements (***Plans are conceptual and are not intended for use as detailed construction documents***);
- Document revisions resulting from changes in team consultants' work;
- Preparation of minor revisions to the perimeter buffer landscape plans, adjacent roadway medians/shoulders, or Intrastate 95 Landscape Design Plans in response to comments received from the PBG Planning Staff, Planning, Zoning, and Appeals Board, and/or City Council, prior to final approval.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART VIII. PUBLIC INVOLVEMENT AND NOTIFICATION MAILINGS **UDS REF. #88-039.005 (PNM)**

- Preparation for and attendance at neighborhood associations, abutting property owners, or any public involvement meetings;
- Coordination with Client and PBG Planning Staff for clarification of defined boundaries of PCD for PBC Property Appraiser Office in preparation of the required surrounding property owner list;
- Coordination with PBC Property Appraiser Office for the preparation of surrounding property owner list;
- Preparation and mailing of public hearing notifications to surrounding property owners within 500 feet, plus an additional 200 feet for courtesy notice, as required by the PBG's Land Development Regulations, for one (1) Planning, Zoning, and Appeals Board Public Hearing for the FLUP Amendment request (postage to be paid by the client);
- Preparation and mailing of public hearing notifications to surrounding property owners within 500 feet, plus an additional 200 feet for courtesy notice, as required by the PBG's Land Development Regulations, for one (1) Planning, Zoning, and Appeals Board Public Hearing for the PCD request (postage to be paid by the client);
- Preparation and mailing of certified public hearing notifications to surrounding property owners as required by the PBG's Land Development Regulations, as required by the PBG's Land Development Regulations for up to two (2) City Council Public Hearings for the FLUP Amendment and the PCD requests (postage to be paid by the client);
- Preparation of up to four (4) Affidavits of Certification regarding public notifications as referenced above.

NOTE: Mailings to additional property owners, as required by PBG, outside the noted radius above, will be billed as an additional service.

PART IX. PRESENTATION GRAPHICS
UDS REF. #88-039.005 (MG)

Graphics

- Preparation of graphics illustrating the Client's request to modify the site's land use, for presentation to the Treasure Coast Regional Planning Council and the PBG City Council;
- Coordination with and review of color renderings as provided by team consultant for the purposes of presentation to PBG;
- Preparation of one (1) conceptual color rendered site/landscape plan, suitable for presentation of the PCD application to the PBG Planning Staff.

PowerPoint Presentations

- Preparation and revisions of a PowerPoint Presentation based on UDS prepared graphics and those graphics provided by team consultants for the purposes of a successful presentation of the proposed DRI application to the Treasure Coast Regional Planning Council;
- Preparation and revisions of a PowerPoint Presentation based on UDS prepared graphics and those graphics provided by team consultants for the purposes of a successful presentation to the of the Future Land Use Plan Amendment request to the reviewing agencies;
- Preparation and/or coordination of overall development's PowerPoint presentation and other support graphics necessary for the successful presentation to the PBG Planning, Zoning, and Appeals Board and the City Council, includes a color illustration of the site/landscape plan, architectural elevations, etc.

NOTE: Please see attached Team Consultant proposals for a scope of services as they relate to this section.

PART X. ENVIRONMENTAL RESOURCE PERMITTING
UDS REF. #88-039.005 (ERP)

- Coordinate with Team Engineering Consultant and Team Environmental Consultant for conceptual Environmental Resource Permit.

NOTE: Conceptual Environmental Resource Permit, as provided by team consultants, to be submitted by Team Engineering Consultant and Team Environmental Consultant. Please see attached Team Consultants proposals for scopes of services as they relate to this section.

PART XI. PROJECT COORDINATION; UDS REF. #88-039.005 (PC)

- Assist Client and other subject parties in coordination of projects entitlements;
- Preparation of summaries of issues and options for Client on a bi-monthly basis;
- Assist as liaison between Client, Team Consultants, and other parties;
- Assist Client, as necessary, with negotiations between Client and Palm Beach County.

Note: The above scope of services are estimated at approximately six (6) hours per week, for one (1) year from time of acceptance of this proposal, please see attached Exhibit 'B', Project Coordination Addendum. for more information.

PART XII. ADDITIONAL SERVICES
UDS REF. #88-039.005 (GA)

Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Governing Approval Body will require written authorization by the Client and will be billed at the hourly rates referenced herein, or may be provided on a fixed fee basis.

Additional Services not included within this proposal consist of, but are not limited to the following:

- Preparation of additional plans, other than referenced above;
- Color rendering of any proposed conceptual architectural elevations;
- Preparation of 3-D modeling and/or color renderings for presentations;
- Photographic reproductions of project graphics;
- Preparation of any preliminary photometric plans for purpose of PBG preliminary review;
- Preparation and/or mailing of additional public notices and affidavits for notification of surrounding property owners as required by zoning regulations as a result of additional public meetings;
- Preparation and processing of conceptual or final site signage package and plans;
- Services related to the Art in Public Places requirement;
- Preparation or processing of site signage package and plans;
- Preparation and representation for any Administrative Amendments, Miscellaneous Applications, and/or Site Plan Review applications;
- Preparation of any working plans for the purposes of construction review or final construction/engineering;
- Services of other Team Consultants.

A **Ministerial Fee**, in the amount of five percent (5%), shall be collected by Urban Design Studio from the Client, on all Team Consultant fees invoiced to the Client and paid by UDS, as a result of the provisions in the above scopes of services.

Hourly Not to Exceed fees shall be billed on an hourly basis in accordance with the hourly rates referenced below:

HOURLY RATES:

KEN TUMA, PRINCIPAL:	\$160/hr.	PRINCIPAL:	\$125/hr.
SENIOR PLANNER	\$125/hr.	ASSISTANT PLANNER:	\$75/hr.
LANDSCAPE ARCHITECT:	\$95-110/hr.	LANDSCAPE DESIGNER:	\$75/hr.

For Team Consultant rates, please see ***Exhibit 'C'*** attached outlining the summarized rates for the Team Consultants involved. Please note that Attorney services have not been included as part of this proposal.

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Client understands and agrees that, Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Standard Contract Notes:

- *Consultant will make a reasonable effort to identify waivers/variances required as a result of deviations from the land development regulations of the governing body. However, the Consultant and/or Client agree to ultimately rely on the governing body staff to identify all required waivers/variances.*
- *Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.*
- *Signage: Regulatory signage shown on plans prepared by the Consultant is conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Client informed UDS that they are aware of no contaminants located on the Project site .*

TERMS

- Fixed Fees shall be billed on a monthly percentage of professional services completed basis.
- Fees related to Hourly services shall be billed monthly at the rates specified herein.
- The Consultant shall not exceed the estimated hourly upset fees without further authorization.
- Payment of fees do not in any way depend upon development approval by any governmental agency or any other reviewing body excepting herewith any "bonus" provisions if applicable.
- All balances shall be due upon receipt. Invoices shall be considered past due thirty (30) days from date of billing.
- The Client shall be responsible for a twelve per cent (12%) carrying charge on all past due accounts.
- Fees are subject to renegotiation if scope of services is not completed within six (6) months due to delays beyond the Consultant's control.
- The Consultant shall not be responsible for any application fees or permit fees if required.
- The Consultant shall not be responsible for any professional services or fees other than those specifically referenced in this agreement.
- Owner hereby grants to UDS the right to lien the real property of Owner as to which the professional services of UDS under this Agreement apply, to the extent of all sums, costs and fees due UDS hereunder. Such lien shall be filed, governed and foreclosed in the same manner as liens authorized under Chapter 713.03 (2), Florida Statutes.
- Services and costs under this contract may be subject to a Florida sales tax. If required, such a tax will be added to the fees quoted herein.
- Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- Subject to Client's reasonable approval and compliance with all applicable Codes and requirements, UDS may post a marketing/information sign on the subject site.

ADDITIONAL SERVICES:

- Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Governing Body will require proper authorization by the client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

HOURLY RATES:

- Hourly rates are subject to change upon one hundred eight (180) days written notification and approved by the Client.

EXPENSES:

- Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings and models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 1.15% of direct cost.

USE AND OWNERSHIP OF DOCUMENTS:

- Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use UDS documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including, but not limited to, drawings and specifications, graphic/logo design, and renderings are the property of UDS. These documents shall not be reused by Client on other projects without Consultant's written permission. UDS retains all rights, including copyrights, in its documents. Client may use UDS documents to complete this Project with others if this agreement is terminated due to failure of performance or breach of this Agreement by UDS.
- Urban Design Studio shall provide to the Client, on a monthly basis, updated AutoCAD files of all Urban Design Studio drawing work product. Due to the time sensitive and proprietary nature of the materials, Client agrees that such AutoCAD files are not for use by others and are provided only and explicitly for security of an off-site backup of the materials, if ever such files become irretrievable at Urban Design Studio.

TERMINATION:

- It is further understood that, in case the Client fails to make any payments when due, in full, within sixty (60) days of the receipt of notification as to the amounts then due, the Consultant may elect not to perform any further services pursuant to this agreement and all payments already made shall be retained as liquidated damages and the Consultant may elect to terminate the Contract. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ATTORNEY'S FEES:

- In connection with any litigation, including appellate proceedings arising out of this agreement, the prevailing party shall be entitled to recover any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees.

CONFLICT:

- Any changes to this contract shall be in writing and executed by all parties. In the event that there is disagreement between the parties regarding any of the terms of this agreement, said disagreement shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. The decision of the American Arbitration Association shall be binding on the parties. Mediation fees shall be shared equally.

EXHIBIT 'B'

PROJECT COORDINATION ADDENDUM

THIS PROJECT COORDINATION ADDENDUM is made a part of the attached Proposal for General Planning Services between URBAN DESIGN STUDIO ("CONSULTANT") and MINKIN FAMILY TRUST ("CLIENT").

CONSULTANT and CLIENT agree that CONSULTANT will provide the below management services in addition to general planning services for the project. CONSULTANT will act as CLIENT's authorized agent in procuring proposed Scope of Service Agreements from each Team Consultant and for administering payment from CLIENT to each Team Consultant on a monthly basis.

CLIENT agrees to hold CONSULTANT harmless and indemnify CONSULTANT for any claims or demands made by or through Team Consultants for any action including lack of payment for any invoice or charge claimed by any Team Consultant with respect to which CLIENT is responsible, and will defend CONSULTANT in any action for same provided CONSULTANT has not permitted the claiming Team Consultant to exceed approved Scope of Service expenses or changes without written approval of CLIENT.

CONSULTANT's project coordination responsibilities shall consist of the following:

- CONSULTANT will procure proposed Scope of Service Agreements from each Team Consultant, including but not limited to:
 - Civil Engineer
 - Traffic Engineer
 - Drainage Engineer
 - Soils Engineer
 - Environmental Consultant
 - Surveyor
 - Economic Consultant
 - Lighting Consultant
- CONSULTANT will review each Scope of Services Agreement for purposes of determining adequacy of tasks for accomplishing those matters set forth in the proposal for general planning services. All Team Consultant Scope of Service Agreements and any amendments to same shall be approved in writing by CLIENT.
- CONSULTANT will not authorize any additional tasks or expenses beyond those set forth in Client approved Scope of Services Agreement to be incurred on behalf of CLIENT for any Team Consultant without first obtaining written consent of CLIENT.
- CONSULTANT will act in a ministerial capacity for purposes of administering payment from CLIENT to Team Consultants. Such payments shall be kept current on a monthly basis with invoices documenting work performed by each Team Consultant per the CLIENT approved Scope of Service Agreements.

- CONSULTANT will monitor the budget for each Team Consultant's scope of service and advise CLIENT in the event the budget is likely to be exceeded.
- As Project Coordinator, CONSULTANT will coordinate and direct Team Consultants on behalf of CLIENT and will provide CLIENT minutes of each biweekly team meeting (per the attached Proposal for General Planning Services), updating CLIENT on project progress and tasks assigned to each Team Consultant.

THIS PROJECT COORDINATION ADDENDUM is incorporated into and made a part of the attached Proposal for General Planning Services (Scope of Services) dated 10-16-07, 2007 between CONSULTANT and Client. This Addendum is executed in conjunction with the said Scope of Services and all attachments thereto.

CONSULTANT

URBAN DESIGN STUDIO, LLC

By: 

**Kenneth G. Tuma, KW Holdings of
Florida, LLC, it's Managing Partner**

Its: Principal

Date: 10-16-07

CLIENT

**THE LESTER FAMILY INVESTMENTS
L.P., RICHARD THALL, ROBERT THALL,
PETER L. BRIGER, PAUL H. BRIGER, AND
THE DAVID MINKIN FLORIDA REALTY
TRUST**

By: 

Print Name: David Minkin

Its: Authorized Agent

Date: 10/18/07

EXHIBIT 'C'

FEEES

NOTE: ALL TEAM CONSULTANT FEES (NON URBAN DESIGN STUDIO FEES) ARE ESTIMATES SUBJECT TO FINAL SCOPE OF WORK AGREEMENTS TO BE APPROVED BY CLIENT PER *EXHIBIT 'B'*, PROJECT MANAGEMENT ADDENDUM.

PART I. CONCEPTUAL PLANNING SERVICES; UDS REF. #88-039.005 (PL)

TASK 3 (T3) - ENGINEERING/SURVEYOR CONSULTANT	\$258,300.00
<i>(INCLUDES TREE SURVEY FOR SUBJECT SITE)</i>	
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$2,000.00
TASK 5 (T5) - ENVIRONMENTAL SERVICES INC.,	\$10,500.00

PART II. DEVELOPMENT OF REGIONAL IMPACT PRE-APPLICATION UDS REF. #88-039.005 (DRI 1)

TASK 3 (T3) - ENGINEERING/SURVEYOR CONSULTANT	\$40,000.00
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$17,500.00
TASK 5 (T5) - ENVIRONMENTAL SERVICES INC.,	\$9,500.00
TASK 6 (T6) - THOMPSON CONSULTING, INC.	\$6,000.00
TASK 7 (T9) - ARCHAEOLOGICAL AND HISTORICAL CONSERVANCY, INC	\$4,500.00

PART III. GOVERNMENTAL APPROVALS DEVELOPMENT OF REGIONAL IMPACT APPLICATION; UDS REF. #88-039.005 (DRI 2)

TASK 3 (T3) - ENGINEERING/SURVEYOR CONSULTANT	\$150,000.00
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$177,800.00
TASK 5 (T5) - ENVIRONMENTAL SERVICES INC.,	\$28,500.00
TASK 6 (T6) - THOMPSON CONSULTING, INC.	\$57,000.00
TASK 7 (T9) - ARCHAEOLOGICAL AND HISTORICAL CONSERVANCY, INC	\$7,000.00

PART IV. GOVERNMENTAL APPROVALS CONCURRENCY APPLICATION UDS REF. #88-039.005 (CON)

TASK 3 (T3) - ENGINEERING/SURVEYOR CONSULTANT	\$20,000.00
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$16,500.00

PART V. GOVERNMENTAL APPROVALS FUTURE LAND USE PLAN AMENDMENT APPLICATION; UDS REF. #88-039.005 (LUP)

TASK 3 (T3) - ENGINEERING/SURVEYOR CONSULTANT	\$20,000.00
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$8,500.00
TASK 6 (T6) - THOMPSON CONSULTING, INC.	\$6,000.00

PART VI. GOVERNMENTAL APPROVALS PLANNED COMMUNITY DISTRICT DEVELOPMENT APPLICATION UDS REF. #88-039.005 (PCD)

TASK 3 (T3) - ENGINEERING/SURVEYOR CONSULTANT	\$30,000.00
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$7,500.00
TASK 5 (T5) - ENVIRONMENTAL SERVICES INC.,	\$10,500.00

**PART VII. MASTER PLAN AND PERIMETER BUFFER
LANDSCAPE PLANS; UDS REF. #88-039.005 (MP)**

NO TEAM CONSULTANT PROVIDED SERVICES

**PART VIII. PUBLIC INVOLVEMENT AND NOTIFICATION MAILINGS
UDS REF. #88-039.005 (PNM)**

NO TEAM CONSULTANT PROVIDED SERVICES

**PART IX. PRESENTATION GRAPHICS
UDS REF. #88-039.005 (MG)**

TEAM CONSULTANT SERVICES INCORPORATED WITHIN
OTHER CONTRACT PARTS

**PART X. ENVIRONMENTAL RESOURCE PERMITTING
UDS REF. #88-039.005 (ERP)**

TASK 3 (T3) - ENGINEERING CONSULTANT	\$75,000.00
TASK 5 (T5) - ENVIRONMENTAL SERVICES INC.,	\$43,500.00
TASK 7 (T7) - HYDRO (<i>Budget Estimate - To Be Determined</i>)	\$25,000.00
TASK 8 (T8) - SOILS (<i>Budget Estimate - To Be Determined</i>)	\$25,000.00
TASK 9 (T9) - I.Q. WATER SPECIALIST (<i>Budget Estimate - To Be Determined</i>) ...	\$25,000.00

**PART XI. BI-WEEKLY TEAM MEETINGS
UDS REF. #88-039.005 (MG)**

TASK 3 (T3) - ENGINEERING CONSULTANT	\$16,000.00
TASK 4 (T4) - SUSAN E. O'ROURKE, P.E., INC.	\$16,500.00
TASK 5 (T5) - ENVIRONMENTAL SERVICES INC.,	\$15,500.00
TASK 6 (T6) - THOMPSON CONSULTING, INC.	\$16,000.00

**PART XII. PROJECT COORDINATION UDS REF. #88-039.005 (PC)
(*Services Billed on Hourly Basis*)**

NO TEAM CONSULTANT PROVIDED SERVICES

PART XIII. ADDITIONAL SERVICES; UDS REF. #88-039.005 (GA)

AUTHORIZATION BY CLIENT REQUIRED PRIOR TO PROFESSIONAL
SERVICES BEING RENDERED

EXHIBIT 'D'

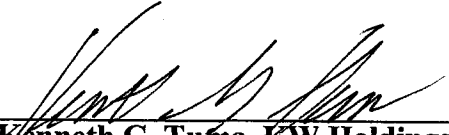
RIDER TO CONSULTANT SCOPE OF SERVICE AGREEMENT

THIS RIDER TO THE CONSULTANT SCOPE OF SERVICE AGREEMENT entered into between URBAN DESIGN STUDIO, LLC ("Consultant") and **THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST** ("Client") on even date herewith.

1. Consultant and Client acknowledge that the attached Scope of Services has been negotiated on behalf of Client by URBAN DESIGN STUDIO as Client's Primary Consultant.
2. Consultant shall not be deemed a subcontractor or agent of Primary Consultant. Rather, the attached Scope of Services shall be considered a direct contract between Consultant and Client.
3. Consultant agrees to reasonably cooperate with Primary Consultant for compliance with all requirements of Client's agreement with Palm Beach County, Florida, including but not limited to insurance and indemnification provisions set forth in the Client's agreement with Palm Beach County. Consultants also specifically agree to adhere to Paragraph 5. c. Documents Required to Be Acceptable to Palm Beach County, d. 1-9 (Insurance) and e. (Indemnification.), of said agreement.
4. Consultant shall name Primary Consultant, Client, and Palm Beach County as additional insureds to its commercial general liability policy prior to undertaking any work under the attached Scope of Services.

CONSULTANT

URBAN DESIGN STUDIO, LLC

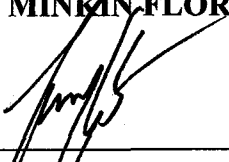
By: 
Kenneth G. Tuma, KW Holdings of Florida, LLC, it's Managing Partner

Its: Principal

Date: 10-17-07

CLIENT

THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST

By: 
Print Name: Harold Lester

Its: Authorized Agent

Date: 10/18/07

EXHIBIT "C"

SUSAN E. O'ROURKE, P.E., Inc.

Traffic Engineering, Transportation Planning

October 2, 2007

Mr. Howard Lester
The Lester Family Investments L.P., Richard Thall, Robert Thall,
Peter L. Briger, Paul H. Briger, and the David Minkin Florida Realty Trust
44 Cocoanut Row
Palm Beach, FL 33410

Re: 683 – Acre parcel commonly known as Briger Tract

Mr. Lester:

Susan E. O'Rourke, P.E., Inc. is pleased to present , proposal to provide traffic engineering services for the proposed 683 acre parcel commonly known as Briger Tract located on North Lake Boulevard in Palm Beach Gardens, Palm Beach County, Florida. The proposed scope of services, schedule and fee are outlined below. Please note this scope and fee is subject to refinement following the pre-application conference and acceptance of the methodology letter.

SCOPE OF SERVICES

Question 21 Pre- APP

Task 1: Preliminary Meetings and DRI Pre-application Conference – Susan E. O'Rourke, P.E., Inc. will meet with the client, project team and various agencies involved with the project. The Agencies include: Palm Beach Gardens, Palm Beach County, Martin County, FDOT and TRCPC. There may be joint meetings but individual meetings may be necessary. Up to 32 hours of meeting time plus the necessary preparation time is provided in this task.

Task 2: Methodology Letter – Susan E. O'Rourke, P.E., Inc. will prepare a methodology letter based on initial input from the various agencies that outlines an approach to completing Question 21 of the ADA. The draft of the letter will be initiated prior to the meetings to provide a framework for discussion. A final methodology letter will be submitted for approval by the reviewing agencies. Included with the letter will be a request to provide written confirmation of receipt of the methodology letter, provision of committed roadway improvements and details of committed and pending development.

516 SW California Avenue
Stuart, Florida 34994

772.781.7918
772.781.9261 fax

SEORourke@comcast.net

Question 21 -- DRI

Task 3: Question 21 – Susan E. O'Rourke, P.E., Inc. will prepare a traffic impact analysis consistent with the requirements of Question 21 of the Application of Development Approval. The steps in the preparation are outlined below.

A: Existing Conditions – will be summarized in tabular form and shown in a map series. The data included will be: AADT, peak-hour directional traffic, directional split, maximum services volumes, level of service, facility type, number of lanes, signal locations and committed improvements. Intersection turning movement volumes will be provided at up to 10 intersections for the AM and PM peak-hour.

b. Study Area – A preliminary study area will be determined based on an estimate of project trips and the likely travel patterns. This study area will be refined following the approval of trip generation and internal capture values and the model runs. The use of the select zone methodology will be used to determine the preliminary study area. The area will be refined based on discussions with the TCRPC and Palm Beach Gardens. The Map J series will be prepared for purposes of the identifying transportation features related to Question 21.

c. Project Trips: Trip Generation, Distribution and Assignment – A detailed description of the project including phasing will be provided along with inclusion of a site layout. The trip generation of the project will be based on Institute of Transportation Engineers 7th Edition. Internal capture and pass-by will be derived from ITE sources. Approval from reviewing agencies will be garnered before continuing with subsequent tasks. The application of neo-traditional housing to capture additional trips will be discussed and possibly enable a higher level of trip capture.

The distribution and assignment for the project will be developed using a modeling techniques approved by the reviewing agencies in the pre-application process. Results of the distribution and assignment will be used to finalize the study area to include only those links with a project impact of 5%. An exception to this rule would be an impact to other jurisdictions which have more restrictive criteria. Such exceptions would be defined in the pre-application process.

d. Future Traffic Projections – Future traffic projections will be estimated using an approved methodology. The volumes will be projected for each phase of the project. The volumes will be shown in graphic and tubular format. Volumes will be shown for with and “without” project traffic scenarios. Levels of service for each link will be calculated. Links and intersections will be included. The TCRPC model used for the 2030 plan and augmented with Palm Beach County data that is expected to be completed in September 2007 will be the likely model choice for all forecasting. Another regional model may be substituted based on discussions with PBG and other reviewing agencies.

e. Percent Impact – The project's percent of total traffic will be calculated for each phase and buildout of the development.

f. Roadway Improvements -- Impacts associated with future traffic both with and without the project will be identified. The use of detailed traffic analyses will be used to minimize the need for widening. Additionally alternate mitigation measures may be explored to include: TCEAs, Variances and fair share and proportionate fair share as appropriate.

Task 4: Reporting -- Susan E. O'Rourke, P.E., Inc. will submit a report for Team review. Internal comments will be considered and incorporated as appropriate. First submittal will be made to the TCRPC. Comments from the TCRP and agencies will be addressed and a response provided. If appropriate, the report will be modified and a second submittal made. Final comments will be received and a final report submitted. Comments resulting in additional services will be handled as such under Task 5.

Task 5: Additional Services -- Susan E. O'Rourke, P.E., Inc. will provide services not identified in Tasks 1 through 4 at your request, including but not limited to: response to comments, additional link analysis, signal design modifications, signing and striping, FDOT permitting, public hearings, etc.

Concurrency Analysis

Task 6: Susan E. O'Rourke, P.E., Inc. will prepare the analysis to satisfy concurrency using the Palm Beach County standards as administered by Palm Beach Gardens. The data and analysis will be by phase using the County standards. Since the project will have a buildout beyond 5 years, the Test One and Test Two analysis will have the same numbers with the exception of the thresholds which will be 1% of LOS D for Test One and 3% of LOS E for Test Two.

Roadway improvements will be phased based on trip thresholds.

The report will be submitted with an electronic file to Palm Beach Gardens.

The report will provide comparisons to the DRI conditions for consistency.

LUP

Task 7a: Land Use Traffic Impact Analysis -- Susan E. O'Rourke, P.E., Inc. will prepare a traffic impact Assessment for submittal to Palm Beach Gardens. The traffic study will follow the accepted practice for LUPA. For a land use designation change, the impacts associated with the highest traffic generator in the current land use plus must be compared to the highest generator in the proposed land use. The change in trip generation is then compared to future impacts. Concurrency is not a part of this contract.

Task 7b. Cumulative Impacts/ Future Volumes -- will be determined for a five year horizon year and 2025 or 2030. Although the County requires the use of the 2025 data, there is an indication by the FDOT to use the 2030 data. Existing plus five years of growth to 2012 will be calculated

using published growth rates. Forecasts for 2030 will be obtained from the Palm Beach County MPO or the DRI depending on the buildout date of the DRI.

Task 7c: Level of Service Analysis, Access analysis -- will be performed for the links on the study area network where there is an impact of 1 to 3% depending on the volumes to LOS D capacity on each link for 2030. Volumes are ADT.

Task 7d: Roadway Network -- is that identified in the 2030 model. TSM and TDM measures can be used to minimize the increase in trips as appropriate. Susan O'Rourke will coordinate with Urban Design to identify any such improvements.

Task 7e: Reporting -- Susan E. O'Rourke will submit a final report for distribution to Palm Beach Gardens.

Task 8: PCD-- Susan E. O'Rourke, P.E., Inc. will provide traffic engineering support relative to the individual PCD for the development to include access demands and individual concurrency requirements.

Task 9: ERP -- N/A

Task 10: Team Meetings -- Susan E O'Rourke, P.E., Inc will attend meetings to include bi-weekly team meetings. (26)

Task 11: Other Meetings -- Susan E. O'Rourke, P.E. Inc, will attend meetings regarding the project within a 12 month period.

SCHEDULE

Susan E. O'Rourke, P.E., Inc. will provide the services identified in Tasks 1 and 2 within 20 business days from notice-to-process and receipt of a land use strategy. Task 3 and 4 will be completed within 45 business days from notice to proceed. Task 6 will be completed within 15 business days from submittal of the DRI. Task 7 will be completed within 15 business days from submittal of the DRI. Tasks 8 through 11 will be provided as needed and considering the schedule of the Engineer. The Schedules for Task 5 services will be provided at the time of your request for services.

FEE

Susan E. O'Rourke, P.E., Inc. will provide the services as outlined below:

- Task 1 and 2 -- \$19,500
- Task 3a and b, existing conditions/ study area -- \$20,300
- Task 3c model, trip generation, distribution and assignment -- \$29,000
- Task 3d, future total traffic \$33,500 for buildout. Additional phases or scenarios will be billed at \$22,000 per phase.
- Task 3e, Percent Impact -- \$3,500

- Task 3f, Improvements – \$6,800
- Task 4 – \$5,700 through first submittal, subsequent submittals will be based on the extent to which comments are compatible with the submitted document or reflect changes to methodology or land use. An estimated \$35,000 for sufficiency is anticipated. Total DRI = \$177,800
- Task 5 – based on hourly rates
- Task 6 - \$16,500
- Task 7 - \$8,500
- Task 8 - \$7,500
- Task 9 – N/A
- Task 10 \$16,500

TOTAL: \$246,300 including three phases and sufficiency.

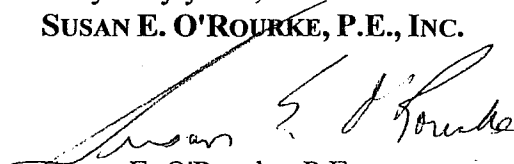
Fees are due and payable within 30 days from the invoice date. All invoices past 30 days will be assessed a 1% per month penalty charge.

CLOSURE

If you concur in the foregoing and wish to proceed with the aforementioned services, please execute a copy of this agreement in the area designated for your signature and return to Susan E. O'Rourke, P.E., Inc. Fax signatures are acceptable. This scope and fee are subject to revision following the pre-application conference and acceptance of the methodology letter.

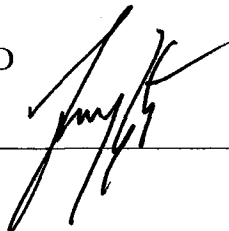
I look forward to working with you.

Very truly yours,
SUSAN E. O'ROURKE, P.E., INC.


 Susan E. O'Rourke, P.E.
 Registered Civil Engineer – Traffic

ACCEPTED

 Title/ Date



10/18/07

RIDER TO CONSULTANT SCOPE OF SERVICE AGREEMENT

THIS RIDER TO THE CONSULTANT SCOPE OF SERVICE AGREEMENT entered into between Susan E. O'Rourke PE, Inc ("Consultant") and **THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST** ("Client") on even date herewith.

1. Consultant and Client acknowledge that the attached Scope of Services has been negotiated on behalf of Client by URBAN DESIGN STUDIO as Client's Primary Consultant.
2. Consultant shall not be deemed a subcontractor or agent of Primary Consultant. Rather, the attached Scope of Services shall be considered a direct contract between Consultant and Client.
3. Consultant agrees to reasonably cooperate with Primary Consultant for compliance with all requirements of Client's agreement with Palm Beach County, Florida, including but not limited to insurance and indemnification provisions set forth in the Client's agreement with Palm Beach County. Consultants also specifically agree to adhere to Paragraph 5. c. Documents Required to Be Acceptable to Palm Beach County, d. 1-9 (Insurance) and e. (Indemnification.), of said agreement.
4. Consultant shall name Primary Consultant, Client, and Palm Beach County as additional insureds to its commercial general liability policy prior to undertaking any work under the attached Scope of Services.

CONSULTANTSusan E. O'Rourke, PE - IncBy: Susan E. O'RourkePrint Name: Susan E. O'RourkeIts: PresidentDate: 10/18/07**CLIENT****THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST**By: [Signature]Print Name: **HOWARD LESTER**Its: **Authorized Agent**Date: 10/18/07



Michael B. Schorah and Associates, Inc.

ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

SUITE 206
1850 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406
PHONE (561) 968-0080
FAX (561) 642-9726
WWW.SCHORAH.COM

October 3, 2007

The Lester Family Investments L.P.; Richard Thall; Peter L. Briger;
Paul H. Briger and The David Minkin Florida Realty Trust
44 Coconut Row
Palm Beach, FL 33480

Attn: Mr. Howard Lester

**RE: BRIGER 683 ACRE SITE
ENGINEERING AND SURVEYING PROPOSAL**

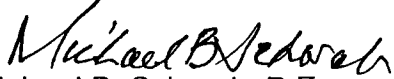
Dear Sir:

Michael B. Schorah and Associates, Inc. (ENGINEER) is pleased to submit for your review and approval the proposal for engineering and surveying as requested and required for the referenced project.

As you will see in the attached proposal the ENGINEER'S Scope of Services has been tailored to dovetail with Urban Design Studio, client's Primary Consultant, scope as detailed in Exhibit "A" dated August 15, 2007.

ENGINEER has also provided, by separate proposal, an estimated fee for a tree survey for the 683 acre site.

Sincerely,


Michael B. Schorah, P.E.
President

CIVIL • STRUCTURAL • DRAINAGE • HIGHWAYS • WATER & SEWER • SURVEY

BRIGER 683 ACRE SITE

PROPOSAL FOR ENGINEERING AND SURVEYING

PART I CONCEPTUAL PLANNING SERVICES (PL)
TASK 3 (T3)

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’ Part 1.

- Coordination and team meetings.
- Research-site-issues-will include researching the impacts of I-95 drainage.
- Assist in the development of “Conceptual Development Programs” i.e. roadway geometry, lakes location and sizes, pod configurations, points of site ingress and egress.
- To facilitate base maps for Team Consultants use, provide survey services in this part.
 - Boundary Survey
 - Topographic Survey (200’ grid interval max.).
 - Wetland Delineation.(Note Tree Survey not included with this fee – See separate proposal).

Estimated fee for Part 1 (Task T3).....\$170,000.00

PART II DEVELOPMENT OF REGIONAL IMPACT, PRE-APPLICATION
TASK 3 (T3) (D.R.I.)

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’ Part II.

- Coordination Team Meetings with T.C.R.P.C. and other Governmental Agencies.
- Prepare required documents for submission to the T.C.R.P.C. and D.C.A. for the A.D.A.
- Assist where required in the provision of graphics.

Estimated fee for Part II (Task T3).....\$40,000.00

PART III GOVERNMENT APPROVALS DEVELOPMENT OF REGIONAL
TASK 3 (T3) IMPACT APPLICATION (D.R.I., 2)

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’ Part III.

- Coordination and Team Meetings with T.C.R.P.C. and P.B.G.

D.R.I. / A.D.A. Preparations

Part I (Questions 1 through 8)

- Provide all necessary legals for the site.
- Provide engineering permit information.

Part II (Questions 9 through 11)

- Provide Topographic Map.
- Assist in preparation of Soils Map.
- Provide Master Drainage Plan.

Part III (Questions 12 through 20)

Environmental Resources Impacts

- Provide information and assistance to other team consultants in the preparation of answers to questions 12 through 15.
- Provide full documentation in the preparation of answers to question 16 through 20.

Estimated fee for Part III (Task T3) Sub-Parts I, II and III.....\$150,000.00

Part IV (Questions 21 through 23)

Transportation Resource Impacts

- No involvement by Michael B. Schorah and Associates, Inc.

Sub-Part IV.....No Fee

Part V (Questions 24 through 30)

Human Resource Impacts

- No involvement by Michael B. Schorah and Associates, Inc.

Sub-Part VNo Fee

PART IV GOVERNMENT APPROVALS CONCURRENCY APPLICATION
TASK 3 (T3) (CON) PALM BEACH GARDENS

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’ Part IV.

- Coordination and Team Meetings.
- Attend Palm Beach Gardens Meetings.
- Assist with application forms.
- Provide Drainage Statement.
- Provide Survey and Legal Descriptions.
- Respond to R.A.I. (Request for Additional Information).
- Provide follow-up services and assist in securing final concurrency approval.

Estimated fee for Part IV (Task T3)\$ 20,000.00

PART V GOVERNMENT APPROVALS, FUTURE LAND USE PLAN
TASK 3 (T3) AMENDMENT APPLICATION (LUP)

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’ Part V.

- Coordination and Team Meetings.
- Provide input as is necessary and appropriate in connection with engineering and survey aspects for the LUP Application.
- Provide certified boundary survey with legal description and acreage calculations.
- Provide drainage statement.
- Provide attendance at the following meetings:
 - D.R.C.
 - Planning, Zoning and Appeals Board
 - City Council

Estimated fee for Part V (Task T3).....\$ 20,000.00

**PART VI GOVERNMENT APPROVALS ‘PLANNED COMMUNITY
TASK 3 (T3) DISTRICT’ DEVELOPMENT APPLICATION (P.C.D.)**

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’
Part VI.

- Coordination and Team Meetings as necessary.
- Provide roadway cross-sections.
- Provide certified boundary survey, legal descriptions, acreage calculations and topographic and wetland locations.
- Provide preliminary drainage report/plan with calculations.
- Address sufficiency requirements.
- Provide attendance at the following meetings:
 - D.R.C.
 - Planning, Zoning and Appeals Board
 - City Council

Estimated fee for Part VI (Task T3)\$ 30,000.00

**PART VII MASTER PLAN AND PERIMETER BUFFER LANDSCAPE
TASK 3 (T3) PLANS (MP)**

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’
Part VII.

- Engineering and Surveying Services provided as needed.

Fee for Part VII (Task T3)Hourly Rates

**PART VIII PUBLIC INVOLVEMENT AND NOTIFICATION MAILINGS
(PNM)**

No involvement by Michael B. Schorah and Associates, Inc. – No Fee.

**PART IX PRESENTATION GRAPHICS (MG)
TASK 3 (T3)**

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’
Part IX.

- Graphics and Power Point as required.

Fee for Part IX (Task T3)Hourly Rates

PART X ENVIRONMENTAL RESOURCE PERMITTING (E.R.P.)
TASK 3 (T3)

Conceptual
Permit includes:

- Pervious Calculations
- Impervious Calculations
- Establish Control Elevation(s) for the site.
- Lakes (proposed)
- Allowable discharge with control structure criteria.
- Stage storage criteria analysis and calculations
- Jurisdictional Wetland Issues
- Full Land Use Analysis

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit ‘A’ Part X.

- Conceptual ERP Application (Entire Property)
 1. Prepare and submit design and stormwater related documents to apply for a **conceptual** joint Environmental Resource Permit (E.R.P.) application to South Florida Water Management District (S.F.W.M.D.) and Army Corps of Engineers (A.C.O.E.). Note: Environmental (wetlands) items to be prepared by “others.”
 2. Coordinate with “others” regarding the mitigation aspects of the jurisdictional wetland. This is all part of the E.R.P. Application.
 3. Submit the **Conceptual E.R.P.** Application for permit and respond to all requests for additional information (R.A.I.).
 4. Submit applications to Northern Palm Beach County Improvement District (N.P.B.C.I.D.) and City of Palm Beach Gardens for their relevant approvals. Client will need to meet with (N.P.B.C.I.D.) to set up a “Unit of Development, if desired.”

NOTE:It is anticipated that the stormwater management component of the planning and design effort will be required as one of the first issues to be resolved, therefore, we will propose that this program be developed at an early stage however, we might not be issued a final permit until there is an approved site plan by the City.

Estimated fee for Part X (Task T3)\$ 75,000.00

PART XI PROJECT COORDINATION (P.C.)
TASK 3 (T3) (INCLUDES BI-WEEKLY TEAM MEETINGS)

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit 'A'
Part XI.

Fee for Part XI (Task T3) Hourly Rates Not to Exceed\$16,000.00/year

PART XII ADDITIONAL SERVICES (GA)
TASK 3 (T3)

Note: Basis of this scope is intended to dovetail with U.D.S. Exhibit 'A'
Part XII.

Fee for Part XII (Task T3)Hourly Rates

ACCEPTANCE STATEMENT

This proposal, as submitted or with attached agreed addendum together with Schedule 'B', has been reviewed by the undersigned and is accepted at the fees quoted herein.

Signed: _____ Date: 10/18/07

Name and Title: Harold LESTER
(Please print or type)



Michael B. Schorah and Associates, Inc.

ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

SUITE 206
1850 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406
PHONE (561) 968-0080
FAX (561) 642-9726
WWW.SCHORAH.COM

October 1, 2007

The Lester Family Investments L.P. ; Richard Thall; Robert Thall; Peter L. Briger;
Paul H. Briger and The David Minkin Florida Realty Trust
44 Cocoanut Row
Palm Beach, FL 33480

Attn: Mr. Howard Lester

RE: Tree Survey for Briger D.R.I.
(683 Acre Site)

Dear Sir:

We thank you for the opportunity to provide you with a proposal for surveying services in connection with the above referenced property. Our proposal, for your consideration, is as follows:

TREE SURVEY

- Locate trees 3" caliper or greater. Identify size, species and clear trunk area for all palm trees.
- Location of large groups of trees in close proximity will be designated as clusters where applicable. Approximate tree count and the largest and average caliper in the cluster will be indicated on the map.
- Prepare tree survey drawing.

NOTE: the above tree survey does not include a vegetation/habitat map which must be provided by the environmental consultant. Items a, b and c above will be available to Environmentalist for inclusion into vegetation/habitat map.

FEE (hourly not to exceed).....\$88,300.00

Sincerely,

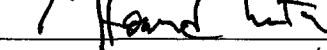

Michael B. Schorah, P.E.
President

C:\srmwp\landmark\brigertreesurveypro.doc

ACCEPTANCE STATEMENT

This proposal, as submitted or with attached agreed addendum together with Schedules "A" and "B", has been reviewed by the undersigned and is accepted at the fees quoted herein.

Signed:  Date: 10/18/07

Name and Title: 
(please print or type)

CIVIL • STRUCTURAL • DRAINAGE • HIGHWAYS • WATER & SEWER • SURVEY

SCHEDULE "B"**Schedule of Hourly Rates and Other Charges****ENGINEERS:**

a.	Grade I	=	\$ 80.00/hr.
b.	Grade II	=	\$100.00/hr.
c.	Grade III	=	\$125.00/hr.
d.	Grade IV	=	\$145.00/hr.
e.	Grade V	=	\$185.00/hr.
f.	Principal	=	\$235.00/hr.

CADD TECHNICIANS:

a.	Grade I	=	\$ 60.00/hr.
b.	Grade II	=	\$ 65.00/hr.
c.	Grade III	=	\$ 75.00/hr.
d.	Grade IV	=	\$ 85.00/hr.

RESIDENT PROJECT REPRESENTATIVES:

a.	Inspector	=	\$ 70.00/hr.
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SURVEYORS:

a.	Grade I	=	\$ 75.00/hr.
b.	Grade II	=	\$ 95.00/hr.
c.	Professional Surveyor & Mapper (P.S.M.)	=	\$145.00/hr.
d.	Manager (P.S.M.)	=	\$190.00/hr.

FIELD PERSONNEL:

a.	Two-Man Crew	=	\$ 90.00/hr.
b.	Three-Man Crew	=	\$105.00/hr.
c.	G.P.S. services w/PSM operator	=	\$150.00/hr.

ACCOUNTING AND SECRETARIAL PERSONNEL:

a.	General Office	=	\$ 40.00/hr.
b.	Clerk/Receptionist	=	\$ 40.00/hr.
c.	Senior Secretary	=	\$ 55.00/hr.
d.	Bookkeeper	=	\$ 60.00/hr.
e.	Contract Administration	=	\$ 55.00/hr.
f.	Office Manager	=	\$ 80.00/hr.

(Continued)

Schedule 'B'
(Continued)

OTHER CHARGES:

EXPERT WITNESS SERVICES:

a.	Pre-Trial Conferences	=	Standard Hourly Rates
b.	Courtroom Testimony including "on call" time at courtroom	=	\$400.00/hr. - 4 hour minimum charge per day for Courtroom appearance

REPRODUCTIONS:

a.	Blueline Prints (in house)	=	\$2.00/each
b.	Photostats, mylar reproducibles, Outside Printing, Maps, and Documents	=	AT COST
	Review, Permit, and Recording Fees:	=	AT COST

SERVICES OF OUTSIDE CONSULTANTS:

Electrical/Mechanical Engineering, etc. Testing Laboratories, Photogrammetry, Title and Abstracting Services, etc.	=	AT COST
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<u>TRAVEL EXPENSES</u> (if authorized by Client)	=	\$0.35/mile
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RIDER TO CONSULTANT SCOPE OF SERVICE AGREEMENT

THIS RIDER TO THE CONSULTANT SCOPE OF SERVICE AGREEMENT entered into between Michael B. Schorah and Associates, Inc. ("Consultant") and **THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST** ("Client") on even date herewith.

1. Consultant and Client acknowledge that the attached Scope of Services has been negotiated on behalf of Client by URBAN DESIGN STUDIO as Client's Primary Consultant.
2. Consultant shall not be deemed a subcontractor or agent of Primary Consultant. Rather, the attached Scope of Services shall be considered a direct contract between Consultant and Client.
3. Consultant agrees to reasonably cooperate with Primary Consultant for compliance with all requirements of Client's agreement with Palm Beach County, Florida, including but not limited to insurance and indemnification provisions set forth in the Client's agreement with Palm Beach County. Consultants also specifically agree to adhere to Paragraph 5. c. Documents Required to Be Acceptable to Palm Beach County, d. 1-9 (Insurance) and e. (Indemnification.), of said agreement.
4. Consultant shall name Primary Consultant, Client, and Palm Beach County as additional insureds to its commercial general liability policy prior to undertaking any work under the attached Scope of Services.

CONSULTANT

CLIENT

MICHAEL B. SCHORAH & ASSOCIATES INC.

**THE LESTER FAMILY INVESTMENTS
L.P., RICHARD THALL, ROBERT
THALL, PETER L. BRIGER, PAUL H.
BRIGER, AND THE DAVID MINKIN
FLORIDA REALTY TRUST**

By: Michael B. Schorah

By: 

Print Name: MICHAEL B. SCHORAH

Print Name: HOWARD LESTER

Its: PRESIDENT

Its: Authorized Agent

Date: 16 OCT. 2007

Date: 10/18/07

ENVIRONMENTAL SERVICES, INC.

1410 PARK LANE SOUTH, SUITE 1

JUPITER, FLORIDA 33458

561-743-5141 • FAX 561-743-5441

www.environmentalservicesinc.com

5 October 2007

The Lester Family Investments L.P., Richard Thall,
Robert Thall, Peter L. Briger, Paul H. Briger,
and The David Minkin Florida Realty Trust
c/o Mr. Howard Lester
44 Cocoanut Row
Palm Beach, FL 33480

**RE: 683-Acre Parcel Commonly Known as Briger Tract
Palm Beach County, Florida**

Dear Mr. Lester:

Pursuant to our recent conversation with Ken Tuma, we are pleased to enclose this proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure Environmental Services, Inc., (ESI) that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

We are prepared to proceed upon receipt of the signed contract. Please approve the proposal by signing the enclosed document and returning it to me by mail or by fax (561-743-5441). Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs. We look forward to working with you.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Mary Lindgren
Vice President

Enclosure

ML/nsEP07094.00Rev

ENVIRONMENTAL SERVICES, INC.

CONTRACT FOR SERVICES
ESI PROJECT NO. EP07094.00

The following Contract for Services is an agreement between **Environmental Services, Inc., (ESI)** and **The Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger, and The David Minkin Florida Realty Trust** (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described even if the proposed project does not materialize. ESI agrees to perform the following tasks for the associated fee.

Project Name: 683-Acre Parcel Commonly Known as Briger Tract
Project Location: Palm Beach County, Florida

SCOPE OF SERVICES

FIXED FEE

CONCEPTUAL MASTER PLANNING

Wetland Delineation and Agency Verification

\$10,500

ESI Scientists will delineate the limits of jurisdictional wetlands pursuant to the current methodologies of the U.S. Army Corps of Engineers (CE) 1987 Corps of Engineers Wetland Delineation Manual and South Florida Water Management District (SFWMD) Florida Unified Wetland Delineation Methodology, Chapter 62-340, FAC. We will provide the project land surveyor with a flagging key map showing the approximate location of the jurisdictional lines and provide coordination necessary to finalize wetland surveys. ESI will coordinate with CE and SFWMD for verification of the limits of jurisdictional wetlands as established by ESI. One site visit each with SFWMD and CE is included in this task.

DRI 1 (PREPARE PRE-APPLICATION DOCUMENTS)

Preparation of Pre-application Documents and Attend Pre-application Meeting

\$9,500

ESI Scientists will conduct base site assessments and will prepare draft documents related to the Application for Development Approval (ADA) for use at a pre-application meeting. ESI will prepare for and attend a pre-application meeting with the project team and local agency representatives.

DRI 2 (PREPARE DRI APPLICATION FOR DEVELOPMENT APPROVAL)

Preparation of Application for Development Approval (ADA) Questions 12 thru 15 and 30

1. **Vegetation and Wildlife (Question 12).** ESI will survey the property to determine type and location of vegetative communities, and will prepare graphics

\$17,000

and narrative text describing each community type on site. Community types will be identified and classified using Florida Land Use Cover and Forms Classification System (FLUCFCS) of the Florida Department of Transportation. ESI will conduct a wildlife survey to determine wildlife species likely utilizing the property and a gopher tortoise burrow survey. ESI will conduct a pre-application meeting and site review with Florida Fish and Wildlife Conservation Commission (FWC) to determine the scope of any additional required endangered/threatened wildlife surveys. The meeting with FWC may result in additional specific survey requirements, which we cannot anticipate at this time. The fees for any additional surveys required will be detailed in an addendum to this proposal.

2. **Wetlands (Question 13)**. Based on the habitat analyses done in conjunction with the wetland delineation for Question 12, ESI will prepare the narrative text and draft graphics to address all of the wetlands issues for the ADA. This task includes preparation of a draft wetland mitigation plan. **\$6,500**
3. **Water (Question 14)**. ESI will assist the project engineer with the preparation of the narrative text and draft graphics addressing water quality issues. This will include the required surface water quality monitoring plan. The fees for any required water quality testing will be detailed in an addendum to this proposal. **\$2,800**
4. **Soils (Question 15)**. ESI will coordinate with the project engineer in the preparation of the narrative text and draft graphics to address all of the soils issues for the ADA. **\$2,200**

PLANNED COMMUNITY DEVELOPMENT APPROVAL (PCD)

Planned Community Development Approval

\$10,500

ESI scientists will coordinate with the project team to facilitate PCD approval from the City of Palm Beach Gardens. The main component of this coordination will include preparation of an upland vegetation preservation plan and/or upland vegetation mitigation plan. ESI will coordinate with the project team and City staff to facilitate approval of the plans, including one visit with City staff to the project site.

Note: This task does not include an inventory or survey of native trees on the project site. If required, fees for a native tree inventory will be provided in an addendum to this proposal.

ENVIRONMENTAL RESOURCE PERMITTING (ERP)

Environmental Resource Permitting

\$43,500

ESI scientists will assist the project engineer in preparation and submittal of an Environmental Resource Permit (ERP) application, including a wetland mitigation plan. ESI will prepare and submit a U.S. Army Corps of Engineers (CE)

ENVIRONMENTAL SERVICES, INC.

Page 3

683-Acre Parcel Commonly known as Briger Tract

EP07094.00

5 October 2007

Individual Permit application, including a wetland mitigation plan, avoidance and minimization discussion, draft public notice information, and draft statement of findings. The wetland mitigation plan may include off-site mitigation or a combination of on-site and off-site mitigation for wetland impacts. This task may require multiple site visits with agency staff and also includes two responses each to Request for Additional Information (RAI) for SFWMD and CE. Fees for additional RAI responses will be detailed in an addendum to this proposal.

MEETINGS

Meetings and Coordination

\$15,500

In addition to the specific meetings detailed in the tasks above, ESI will prepare for and attend the meetings listed below.

- Kick off Team Meeting
- Bi-Weekly Team Meetings for 12 months
- Pre-application meeting with Regional Planning Council
- Public meetings other than above (assume 6 meetings)

Additional Services

**Time
& Materials**

DRIs, PCD's and ERP's often have unanticipated expenses. We have attempted to define realistic costs based upon our experience and knowledge of the land. Additional services not outlined above may be required. Upon request and authorization by the client, additional services will be conducted on a time and materials basis.

We will work on the basis described above using the outlined costs defined for each task. Our **estimated cost for these tasks is \$118,000.00**, excluding any permit application fees; these fees are not included in this budget and are the responsibility of the applicant.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

ENVIRONMENTAL SERVICES, INC.

Page 4

683-Acre Parcel Commonly known as Briger Tract

EP07094.00

5 October 2007

TERMS:

- . ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- . Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- . **ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.**
- . Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- . Client will provide ESI with any special billing formats or considerations with the signed contract.
- . Billing is done monthly. **Payment is due immediately upon receipt of the invoice;** after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- . Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- . Any disputes regarding payment for services will be resolved in a court in the county of the ESI office responsible for the work. Client agrees to pay all legal fees and other collection costs incurred by ESI to collect unpaid invoices.
- . ESI rates change on July 1 of each year.
- . **This proposal is valid for a period of 60 days following the date of issuance.**

TERMS ACCEPTED:

SIGNATURE: [Signature]

NAME (print): Thomas Lister

FIRM: _____

TITLE: AGENT

DATE: 10/18/07

SIGNATURE: [Signature]

NAME (print): Mary Lindgren

ENVIRONMENTAL SERVICES, INC.

TITLE: Vice President

DATE: 5 October 2007

ENVIRONMENTAL SERVICES, INC.

Page 5

683-Acre Parcel Commonly known as Briger Tract

EP07094.00

5 October 2007

Client Purchase Order #

Client Project File #

Billing Address:

Contact:

Telephone No.

() _____

Attachment: Standard Rate Sheet

Enclosures



ENVIRONMENTAL SERVICES, INC.

**ENVIRONMENTAL SERVICES, INC.
SCHEDULE OF LABOR AND EXPENSE RATES**

<u>POSITION</u>	<u>RATE</u>	<u>EXPENSE</u>	<u>CHARGE</u>
Technical		Travel	
Technician	\$20-56/Hour	Vehicle Mileage Rate	\$0.485/Mile
Project Scientist	\$47-74/Hour	Travel Expenses	Cost + 15%
Senior Scientist	\$54-121/Hour		
Senior Project Manager	\$68-129/Hour	Copies	
Principal	\$98-195/Hour	Photocopy Per Page	\$0.15
		Color Copy Per Page	\$1.50 8 ½ x 11
<u>Administrative</u>			\$2.50 11 x 14
Administrative Assistant	\$25-61/Hour		\$3.00 11 x 17
		Full Size Copy Per Page	\$1.60 24 x 36 b/w
<u>Geo-graphics</u>			\$3.00 36 x 48 b/w
Geographics	\$52-95/Hour		\$35.00 24 x 36 color
			\$70.00 36 x 48 color
<u>EXPENSE</u>	<u>CHARGE</u>	Blueprints or Xerox Per Page	\$2.50
Additional Services		Aerial Photography	\$50 0 - 15 acres
CADD/GIS Usage	\$30.00/Hour		\$100 16 - 50 acres
Global Positioning System	\$250.00/Day		\$200 51 - 100 acres
Local Courier Service	\$13.00/Delivery		\$300 101 - 999 acres
Outside Graphics	Cost + 15%		\$500 1000 + acres
All Subcontracted Services	Cost + 15%	Fax Per Page	\$0.50

NOTE: RATES ARE SUBJECT TO CHANGE ON JULY 1, 2008.

ENVIRONMENTAL SERVICES, INC.
“Providing Superior Solutions to Environmental, Natural, And Cultural Resource Needs”

- Environmental Assessment
- Vegetative Community Assessment
- Wetland Delineation, Permitting, and Mitigation
- Dredge and Fill Permit Application Preparation
- Applications for Development Approval, Developments of Regional Impact
- Mitigation Planning
- Stream Restoration
- Natural Channel Design (Rosgen), Restoration, and Construction
- Long-term Mitigation Monitoring
- Protected Species Studies
- Gopher Tortoise Relocation
- Habitat Management Plans
- Mitigation Banks
- Expert Witness
- Mangrove Trim Permitting
- Construction Monitoring and Contractor Coordination
- Submerged Resources/Seagrass Surveys and Mapping
- Marina, Dock, and Seawall or Shoreline Protection Permitting
- Benthic Macroinvertebrate Organism Sampling and Analysis
- Beach Nourishment/Biological Monitoring
- Underwater Video and Photo Documentation
- Submerged Land Lease Coordination
- Archaeological and Cultural Resource Studies
- Phase I/Transaction Screen Environmental Site Assessments
- Phase II/Environmental Site Assessments
- Tank Closure Assessments
- FDEP Site Assessment/Contamination Assessment Reports
- NPDES Permitting and Water Quality Monitoring
- Soil Suitability Studies
- Global Positioning System (GPS) Capability
- Geographic Information System (GIS) Capability
- Florida Licensed Geological Firm
- FDEP Certified Contractor for Pre-Approval work (#1027)

For assistance, please contact the office nearest you.

Jacksonville, FL, <i>Corporate Headquarters</i>	904-470-2200	Gary Howalt
Asheville, NC	828-254-0811	Jan Gay
Burlington, NC	336-570-3002	Matt O'Brien
Central Florida	407-656-0022	Sean Parks
Charlotte, NC	704-523-7225	Paul Petitgout
Columbia, SC	803-771-4866	Paul Petitgout
Destin, FL	850-837-5377	Todd Wilkinson
Jupiter, FL	561-743-5141	Mary Lindgren
Cocoa, FL	321-638-0206	Brandon Percy
Port Orange, FL	386-788-4043	Shannon Julien
Raleigh, NC	919-212-1760	Kevin Markham
Savannah, GA	912-236-4711	Mike DeMell
St. Augustine, FL	904-824-5494	Ryan Carter
Stone Mountain, GA	770-736-9101	Steve Jones
Wilmington, NC	910-383-6021	Matt Smith
Hagerstown, MD	301-491-1330	Doug Hutzell
North Lawrence, OH	330-833-9941	Janice McMahon

RIDER TO CONSULTANT SCOPE OF SERVICE AGREEMENT

THIS RIDER TO THE CONSULTANT SCOPE OF SERVICE AGREEMENT entered into between Environmental Services, Inc. ("Consultant") and **THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST** ("Client") on even date herewith.

1. Consultant and Client acknowledge that the attached Scope of Services has been negotiated on behalf of Client by URBAN DESIGN STUDIO as Client's Primary Consultant.
2. Consultant shall not be deemed a subcontractor or agent of Primary Consultant. Rather, the attached Scope of Services shall be considered a direct contract between Consultant and Client.
3. Consultant agrees to reasonably cooperate with Primary Consultant for compliance with all requirements of Client's agreement with Palm Beach County, Florida, including but not limited to insurance and indemnification provisions set forth in the Client's agreement with Palm Beach County. Consultants also specifically agree to adhere to Paragraph 5. c. Documents Required to Be Acceptable to Palm Beach County, d. 1-9 (Insurance) and e. (Indemnification.), of said agreement.
4. Consultant shall name Primary Consultant, Client, and Palm Beach County as additional insureds to its commercial general liability policy prior to undertaking any work under the attached Scope of Services.

CONSULTANTEnvironmental Services, Inc.By: Mary LindgrenPrint Name: Mary LindgrenIts: Vice PresidentDate: 10/16/07**CLIENT****THE LESTER FAMILY INVESTMENTS
L.P., RICHARD THALL, ROBERT
THALL, PETER L. BRIGER, PAUL H.
BRIGER, AND THE DAVID MINKIN
FLORIDA REALTY TRUST**By: [Signature]Print Name: **HOWARD LESTER**Its: **Authorized Agent**Date: 10/18/07



Thompson Consulting Inc.

Urban Planning
Market & Economic Analysis
Governmental & Zoning Approvals

October 1, 2007

The Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger, and the David Minkin Florida Realty Trust
c/o Howard Lester
44 Coconut Row
Palm Beach, FL 33480

Attn: Howard Lester

Re: **683 Acre Parcel Commonly Known as Briger Tract - Our Ref. #06-23**

This agreement shall serve as authorization for **Thompson Consulting, Inc. (TCI)** to provide supply/demand, economic, fiscal and housing (affordable) analysis consulting services for the above referenced tract which is seeking approval as a Development of Regional Impact (DRI). The project referenced above is located in Palm Beach Gardens, Florida

Our responsibilities under this agreement will be as follows:

Work Program:

General Information

- Client conferences and site visit(s) for data collection, research and analysis purposes
- Meetings with county, regional planning council, state and other public officials as well as team meetings, as necessary (maximum of 10, inclusive of DRI Pre Application Conference)
- Site description/analysis
- Discussion of development concept in terms of various land uses to be accommodated on subject site (based on anticipated program)
- Program/orientation and phasing dates, (provided as a framework by Urban Design Studio)

Demonstration of Need (Supply/Demand Analysis)- as necessary

- Preparation and submittal to Palm Beach Gardens, of a demonstration of need and market study in support of any Comprehensive Plan Amendment, consisting of the following components:
 - Description of the property and surrounding area, including: Site description; existing and proposed traffic circulation system; surrounding (i.e., area-wide) existing and proposed land uses; and a description of the proposed development concept

P.O. Box 1010
West Palm Beach, FL 33402
561-659-6068 FAX: 561-659-7845

- Preparation of a demonstration of need statement supporting the proposed residential and non-residential components. The statement will be prepared in a manner consistent with methodology acceptable to the Florida Department of Community Affairs (DCA), consistent of the following areas, as appropriate:
 - Estimation of the housing demand created by the non-residential complement of the subject DRI; Compare housing demand with the number of proposed in the subject DRI
 - Analysis of the impact of the proposed community on the build-out population of Palm Beach Gardens; Using future land use ratios, compare the proposed land use mix of the proposed community with the current countywide mix, per the Future Land Use Atlas/Plan
 - Summary of the City of Palm Beach Garden's Economic Element, highlighting any policies/objectives supportive of the subject DRI development proposal
- Preparation of a market study defining and justifying the types, magnitude and general locations of non-residential land uses within the framework of anticipated markets
 - Discussion of markets generating demand for the proposed non-residential land uses
 - Using accepted multipliers, or other acceptable means to quantify demand and/or support non-residential allocations, provide justification for proposed land use mix
- Projection of the long-term area-wide commercial markets including: Trade area definition; calculation of demand for land area and space using appropriate per capita multipliers; projection of population growth within the market area to the year 2020 (or time frame of the Palm Beach Gardens Comprehensive Plan); and inventory existing, approved (i.e., zoned) and planned (i.e., future land use designation) non-residential properties

DRI Application for Development Approval (ADA) Questions (including up to 1 sufficiency response)

- Prepare description of methodologies proposed to be used in response to those questions in the ADA that are the responsibility of TCI for review and comment by governmental agencies at the Pre Application Conference
- Attendance of and participation in the Pre Application Conference
- Question 10 - General Project Description
- (Part 1 Specific Project Description)
- D. Description of primary and secondary trade areas that any proposed commercial retail complement of the overall development program will serve
- E. Description, in general terms, of how demand for the project was determined (based, in part, on information from client and/or Urban Design Studio)

- (Part 3 Demographic and Employment Information)
- A. Demographic/Economic Tabular - estimated construction and permanent year round employment by phase, land use, occupation and salary range, by phase
- (Part 4 Impact Summary)
- B. Summarize public facility capital costs associated with project impact using table format provided in the application for development approval (ADA); Specifically, this question will require cost estimates from various other professionals on the team (e.g., transportation/roadway infrastructure costs – traffic/civil engineer; water/sewer and drainage infrastructure costs – civil engineer); In addition, assistance from the project planner/agent for petitioner related to estimating the capital costs associated with this development related to: Schools, Libraries, Police, Fire, etc.)
-

Question 11 - Revenue Generation Summary

- A.1. Project funds anticipated to be generated by the project, by phase, to include*
 - a. Ad Valorem tax receipts (i.e., Palm Beach Gardens, Palm Beach County, Water Management District, and all other taxing districts, including School Board)
 - b. Impact fees, review and permit fees
 - c. Sales taxes
 - d. Utility taxes and franchise fees
 - e. Gasoline taxes
- A.2. Reference all assumptions and sources, as well as explain methodologies employed in calculating the estimates and projections by phase and year

* Note: If the TCRPC staff requires use of the FIAM or other economic model, the scope of services will have to be reworked to account for the additional work and coordination with TCRPC staff

- Question 24 - Housing
- A. 1, 2 & 3. Estimate number and median prices of housing units by type, by phase, based on estimated/projected salary data associated with employment within the project and/or on data from residential developer of project; estimate number and percent of lots to be sold without constructed dwelling units, including extent of improvements to be made on lots prior to sale - based on data from residential developer of project, if any; identify target market (i.e., retirees, families, including what portion of the total will be marketed as second and vacation homes) for the residential development (broken down by number, percent and type)
- B. Address the availability of adequate housing and employment opportunities reasonably accessible to the project site, with employment opportunities described in terms of NAICS/SIC code numbers and estimated distances or travel times to the project site.
- B.1. Availability of adequate housing for all persons employed at the subject project (based on outcome of Question 10-Employment Data) and the housing types and prices for residential product to be available for sale and for rent at the subject project as well as in the surrounding area (meeting HUD definition of "affordable" which equates to a household paying no more than 30% of its gross annual income in housing costs) to achieve a jobs/housing balance.
- Include an inventory of housing reasonably accessible to the project site, available at a price (for sale and/or for rent) considered affordable per U.S. Department of HUD criteria and guidelines, using the methodology prescribed by the DCA to establish a balance between the creation of new jobs and accessible and affordable housing (considering the proximity between place of work and place of residence) pursuant to Rule 9J-1.048 (Adequate Housing Uniform Standard Rule) by phase

Note: Sources for the employment estimates and projections include the Florida Agency for Workforce Innovation (fka Fl. Dept. of Labor and Employment Security) reports (ES-202), U.S. Census Bureau of Economic and Business Research (PUMS data), The Urban Land Institute, and national data services such as ESRI, Inc. or Claritas, Inc.

Sources of demographic/population and or income data include:

- Palm Beach Gardens Planning Department
- Palm Beach County Metropolitan Planning Organization
- ESRI, Inc. or Claritas, Inc.
- U.S. Census 2000

The above referenced sources of will be supplemented and examined in concert with field survey research to determine the base data for the supply side of the analysis; surveying of existing and probable future supply of residential (for sale and for rent) and non-residential space (e.g., location, square feet/acreage, etc.)

Fees: A fixed fee of **Eighty-Five Thousand Dollars (\$85,000.00)** shall be satisfactory compensation for consulting services rendered, as outlined herein.

Note: Additional services, required as a result of changes in the anticipated project's program (as referenced in the scope of services), and/or other major changes requested by the client, will require proper authorization by the client (**The Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger, and the David Minkin Florida Realty Trust**) will be billed at the analysis preparation hourly rate referenced herein. Attendance of public hearings, team meetings and/or governmental jurisdiction staff meetings over and above what has been estimated in the scope referenced herein - 10 meetings) will be billed at the public hearing or work scope hourly rates referenced herein, and will also require proper authorization by the client (**The Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger, and the David Minkin Florida Realty Trust**).

Terms: Fees shall be billed monthly based on work performed through date of billing, with tasks itemized/described with time/hours associated therewith enumerated on invoices to the client (**The Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger, and the David Minkin Florida Realty Trust**), and due upon receipt. Thompson Consulting, Inc. shall be entitled to recover from the client, **The Lester Family Investments L.P., Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger, and the David Minkin Florida Realty Trust**, amounts due and/or unpaid, together with all costs, interest and reasonable attorneys' fees. Receipt of the signed original/faxed proposal, shall be our authorization to proceed.

Hourly Rate: **\$150/hour** (included as a reference basis for work associated with fixed fee referenced herein)
\$175/hour (public hearings)

APPROVED AND ACCEPTED THIS 18th DAY OF October, 2007

Thompson Consulting, Inc.

By: Carol A. Thompson
Carol A. Thompson

By: [Signature]
Authorized signature for client
(**The Lester Family Investments L.P.,
Richard Thall, Robert Thall, Peter L. Briger,
Paul H. Briger, and the David Minkin Florida
Realty Trust**)

RIDER TO CONSULTANT SCOPE OF SERVICE AGREEMENT

THIS RIDER TO THE CONSULTANT SCOPE OF SERVICE AGREEMENT entered into between THOMPSON CONSULTING, INC. ("Consultant") and **THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST** ("Client") on even date herewith.

1. Consultant and Client acknowledge that the attached Scope of Services has been negotiated on behalf of Client by URBAN DESIGN STUDIO as Client's Primary Consultant.
2. Consultant shall not be deemed a subcontractor or agent of Primary Consultant. Rather, the attached Scope of Services shall be considered a direct contract between Consultant and Client.
3. Consultant agrees to reasonably cooperate with Primary Consultant for compliance with all requirements of Client's agreement with Palm Beach County, Florida, including but not limited to insurance and indemnification provisions set forth in the Client's agreement with Palm Beach County. Consultants also specifically agree to adhere to Paragraph 5. c. Documents Required to Be Acceptable to Palm Beach County, d. 1-9 (Insurance) and e. (Indemnification.), of said agreement.
4. Consultant shall name Primary Consultant, Client, and Palm Beach County as additional insureds to its commercial general liability policy prior to undertaking any work under the attached Scope of Services.

CONSULTANTTHOMPSON CONSULTING, INC.By: Carol ThompsonPrint Name: CAROL THOMPSONIts: PRESIDENTDate: 10/16/07**CLIENT****THE LESTER FAMILY INVESTMENTS
L.P., RICHARD THALL, ROBERT
THALL, PETER L. BRIGER, PAUL H.
BRIGER, AND THE DAVID MINKIN
FLORIDA REALTY TRUST**By: [Signature]Print Name: **HOWARD LESTER**Its: **Authorized Agent**Date: 10/18/07

Archaeological and Historical Conservancy, Inc.

4800 S.W. 64th Avenue, Suite 107 Davie, FL 33314
954/792-9776 Fax 954/792-9954



October 8, 2007

Howard Lester
The Lester Family Investments L.P.,
Richard Thall, Robert Thall, Peter L. Briger,
Paul H. Briger, and the David Minkin Florida
Reality Trust c/o Pelcorp, Inc.
44 Cocoanut Row
Palm Beach, FL 33480

Re: Briger DRI Parcel
Cultural Resource Assessment

Dear Mr. Lester,

This is provided as a proposal to conduct a cultural resource assessment of the Briger DRI parcel. This assessment will be implemented to meet the guidelines for an archaeological and historical assessment and will also answer DRI question 30, as required by local, State and Federal reviewing agencies. A scope of work is provided below:

I. Literature and Archival Review (Estimated 1-2 Days)

A review of pertinent records, maps, and aerial photographs will be conducted to determine if any previously recorded or potential archaeological and/or historical sites occur on the parcel.

II. Field Work (Estimated 15-20 Days)

A pedestrian survey and subsurface testing will be conducted across the parcel. All test holes will be sifted through a 1/4" screen and any cultural samples recovered. If a site is located, pin flags or stakes will be placed to mark its general boundaries so that your surveyor can locate it on the project map.

III. Data Analysis (Estimated 4-5 Days)

All recovered samples will be cleaned and quantified. The results of this analysis will be included in the final report.

IV. Report Preparation

A written report will be provided within 25 business days following completion of the field work and will include a description of methodology, results, and recommendations. Two bound copies of the report will be provided to you. Copies of the report will also be submitted to relevant reviewing agencies, if requested. Any additional report copies can be provided at a cost of \$35 per copy.

Project

Page 1 of 2

We can conduct this work for a cost of \$9,500 which will be due upon completion of field work and delivery of report. Additional costs may be incurred for time and expertise provided for attending staff meetings and public hearings. An hourly rate of \$75 per hour will be charged for attendance at staff meetings, with a four hour minimum per meeting. Attendance at public hearings will be charged at a rate of \$100 per hour with a four hour minimum.

We are available to begin work as early as the week of June 3, 2007, upon receipt of written authorization to proceed.

Sincerely,



Robert S. Carr
Executive Director

Signature 

10/18/07
Date

Hampton
Name / Title

RSC/sf

Project

Page 2 of 2

RIDER TO CONSULTANT SCOPE OF SERVICE AGREEMENT

THIS RIDER TO THE CONSULTANT SCOPE OF SERVICE AGREEMENT entered into between ARCHAEOLOGICAL & HISTORICAL CONSERVANCY ("Consultant") and THE LESTER FAMILY INVESTMENTS L.P., RICHARD THALL, ROBERT THALL, PETER L. BRIGER, PAUL H. BRIGER, AND THE DAVID MINKIN FLORIDA REALTY TRUST ("Client") on even date herewith.

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4. Consultant shall name Primary Consultant, Client, and Palm Beach County as additional insureds to its commercial general liability policy prior to undertaking any work under the attached Scope of Services.

CONSULTANT

CLIENT

ARCHAEOLOGICAL & HISTORICAL CONSERVANCY

THE LESTER FAMILY INVESTMENTS
L.P., RICHARD THALL, ROBERT
THALL, PETER L. BRIGER, PAUL H.
BRIGER, AND THE DAVID MINKIN
FLORIDA REALTY TRUST

By: Robert S. Carr
Print Name: ROBERT S. CARR
Its: EXECUTIVE DIRECTOR
Date: 10

By: [Signature]
Print Name: HOWARD LESTER
Its: Authorized Agent
Date: 10/18/07