

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item #:

4C-1

Time Certain 5:45 p.m.

Meeting Date: April 2, 2013      ☐ Consent      ☒ Regular  
   ☐ Ordinance      ☐ Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

A) a Civic Site Dedication Agreement with Boynton Beach Associates XXIV, LLLP; Boynton Beach Associates XIX, LLLP; Delray Beach Associates I, LLC; Boca Raton Associates VI, LLLP; Atlantic Commons Associates, LLLP; Boca Raton Associates VII, LLLP; and Boca Raton Associates VIII, LLLP; and

B) a Memorandum of Agreement between the County and Atlantic Commons Associates, LLLP;

C) a Termination of Memorandum of Agreement; and

D) a Budget Amendment of \$200,000 in the Civic Site Fund recognizing cash out revenue received and establishing a project expense budget.

**Summary:** Pursuant to this Civic Site Dedication Agreement, GL Homes, through its various development entities, will convey to the County a 6.276 acre civic site within the Atlantic Commons PUD at the N.E. corner of Atlantic Avenue and the Turnpike and cash out the balance of GL Homes' civic dedication requirements for its Ag Reserve development projects for the sum of \$2,854,477. This civic site dedication will provide sufficient land to meet the foreseeable demand for County services arising out of development in the Ag Reserve, from a site which is just outside the boundaries of the Ag Reserve. The cash out of the civic dedication requirement does not allow GL Homes to increase the number of units it can develop within its projects. The cash out funds will assist in offsetting the cost of development for County facilities serving the West Delray area. The Budget Amendment recognizes the \$200,000 that GL is required to pay within 90 days of the execution of this Agreement and establishes budget for pre-construction services for renovations to the old West Atlantic Library building for use by the Palm Beach County Sheriff's Office as a substation to house District 4 and the Countywide Traffic Unit as contemplated by the 5-Year Capital Improvements Program. The Memorandum will be recorded and provide public notice of the County's rights under this Agreement. The Termination of Memorandum will be held in escrow and recorded at closing of the civic site. These Agreements must be approved by a supermajority vote (5 Commissioners). **(PREM) District 5 (HJF)**

**Background and Policy Issues:** GL Homes began discussions with the County over two years ago regarding the concept of GL Homes establishing a large civic site land bank in the western Delray Beach area to offset the civic dedication requirements of its various PUDs. At the June 5, 2012, Board meeting, the Board questioned the need for a large civic site acquisition within the Ag Reserve. This Agreement reduces the land being acquired to a 6.276 acre civic site located within the Atlantic

(continued on page 3)

**Attachments:**

1. Location Map
2. Civic Site Dedication Agreement
3. Memorandum of Agreement
4. Termination of Memorandum of Agreement
5. Budget Amendment
6. Atlantic Commons Master Plan
7. Disclosure of Beneficial Interest

Recommended By:                     

Department Director

Date

Approved By:                     

County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$2,854,477.56)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$2,854,477.56)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 3800 Dept 800 Unit 3042 Object 6340  
Program \_\_\_\_\_

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

\*The above revenues are subject to minor adjustment should GL Homes adjust land area within one or more of their PUDs.

The Budget Amendment establishes budget for pre-construction services associated with the PBSO's District 4/Traffic Unit Substation headquarters. Budget for the construction will be included in the FY 14 CIP using a portion of the cash-out funds to be received from this Agreement with the remainder being reserved for future facilities serving the West Delray area.

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

## III. REVIEW COMMENTS

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

OFMB

Contract Development 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.

**Background and Policy Issues (cont.):** Commons PUD, at the northeast corner of the Turnpike and West Atlantic Avenue, just outside the boundaries of the Ag Reserve, with the balance of the civic dedication requirement being cashed out. Acquisition of this civic site will provide options for meeting County service delivery requirements of the West Delray area at an ideal location at West Atlantic Boulevard and the Turnpike, and allow for future relocation of services from the South County Administrative Complex on Congress Avenue which is east of the service area. A portion of the \$2.8 Million in cash out funds will be utilized for renovations of the old West Atlantic Library Building at the northwest corner of West Atlantic Avenue and Cumberland Drive for use by the Sheriff's Office as a substation to house District 4 and the Countywide Traffic Unit. This project was initially contemplated and planned in the FY 2008 CIP, but had to be postponed due to budget restrictions. This SubStation project was necessary to; 1) better align the PBSO substation with its service area, 2) provide permanent space for the countywide traffic unit which has been occupying leased space (and then temporary space made available due to County staffing cuts), and 3) to begin to prepare the South County Administrative Complex for redevelopment as was approved by the Board and the City of Delray Beach.

Relocation of services from the existing Administrative Complex will free up land area and increase the value of the property for redevelopment of the Administrative Complex as a transit oriented development (TOD) in a partnership conceptually approved by the Board and the City of Delray Beach. The space currently occupied by District 4 within the Administrative Complex will remain vacant and is a critical step in preparing that property for redevelopment.

GL Homes has, or is seeking, development approvals for 5 PUD projects; Valencia Reserve, Hyder, Valencia Assemblage, Bridges, and Atlantic Commons. GL Homes' total civic dedication requirement for these projects is 32.12 acres. GL Homes will dedicate 6.276 acres within the Atlantic Commons PUD. This leaves a balance of 25.84 acres to be cashed out. The total cash out price GL Homes will pay the County is \$2,854,477.56, and is calculated based on \$110,450.30/acre for the 25.84 acres. The \$110,450/acre price is based upon the highest per acre price paid by GL Homes for its developable land. The cash out, in and of itself, has no effect on the number of units (density) that GL Homes is entitled to build within its projects. It should be noted that this agreement allows GL Homes flexibility to modify the size of their PUD projects, which may in turn change the acreage of the civic site obligations of those modified projects, and therefore the final cash out dollar amount. PREM Staff will monitor any changes to the civic site obligations required of GL Homes and provide Finance with the necessary adjustment calculations for cash out purposes.

GL Homes will pay the County \$200,000 within 90 days of execution of this Agreement. The County has the right to require payment of the entire balance of the cash out amount anytime following the expiration of nine (9) months after the Effective Date of this Agreement. Until such time as the County demands payment, GL Homes will make payments as it brings projects through the land development process. If for any reason the Agreement is terminated prior to conveyance of the civic site property to the County, GL Homes will be required to pay the County for any civic site dedication credit utilized by GL Homes in excess of the amount of property actually conveyed to the County.

GL Homes is currently in the development approval process with several of its projects. GL Homes will be entitled to cash out up to 50% of the dedication requirement for its projects immediately after execution of this Agreement. The remaining 50% may not be cashed out by GL Homes until such time that the civic site has been conveyed to the County.

The civic site which the County will receive is depicted upon the attached Atlantic Commons PUD Master Plan. GL Homes shall record a plat of the Atlantic Commons civic site within ten (10) months after the Effective Date of this Agreement, unless extended by written amendment approved by the Board.

GL Homes will extend both water and sewer lines (Utility Easement), and provide an Access Easement between Stone Quarry Boulevard and the east boundary of the LWDD E-2-E Canal. The water/sewer lines will be sized to provide sufficient capacity to service the 6.276 acre civic site.

**Background and Policy Issues (cont.):** The County has reviewed the title commitment on the property to be acquired pursuant to this Agreement. No adverse title issues have been discovered, and all permitted exceptions to title are listed on Exhibit "F" of the Agreement.

This Agreement contains an inspection period of 60 days to perform due diligence, if necessary. As the County will permit the Developer to partially cash out prior to conveying the civic site, the County will be recording a Memorandum of Agreement against title to the Atlantic Commons PUD property. A Termination of Memorandum will also be executed by the County (and held in escrow by the County) until the conveyance date, at which time GL Homes has the right to record the Termination.

This Agreement stipulates that GL Homes has the right to plant landscape material in the civic site both prior to and after conveyance of the property to the County. If GL Homes plants landscape material prior to conveyance, PREM will present a Landscape Buffer Easement to the BCC for approval prior to the conveyance date. If GL Homes exercises its right after conveyance of the civic site to the County, then PREM will seek Board approval of a Landscape Buffer Easement prior to the installation of any GL Homes landscape material. If GL Homes is granted a Landscape Buffer Easement, the County shall give GL Homes not less than six (6) months prior written notice of its intent to develop the civic site, at which time GL Homes shall remove the landscape material, unless otherwise directed by the County.

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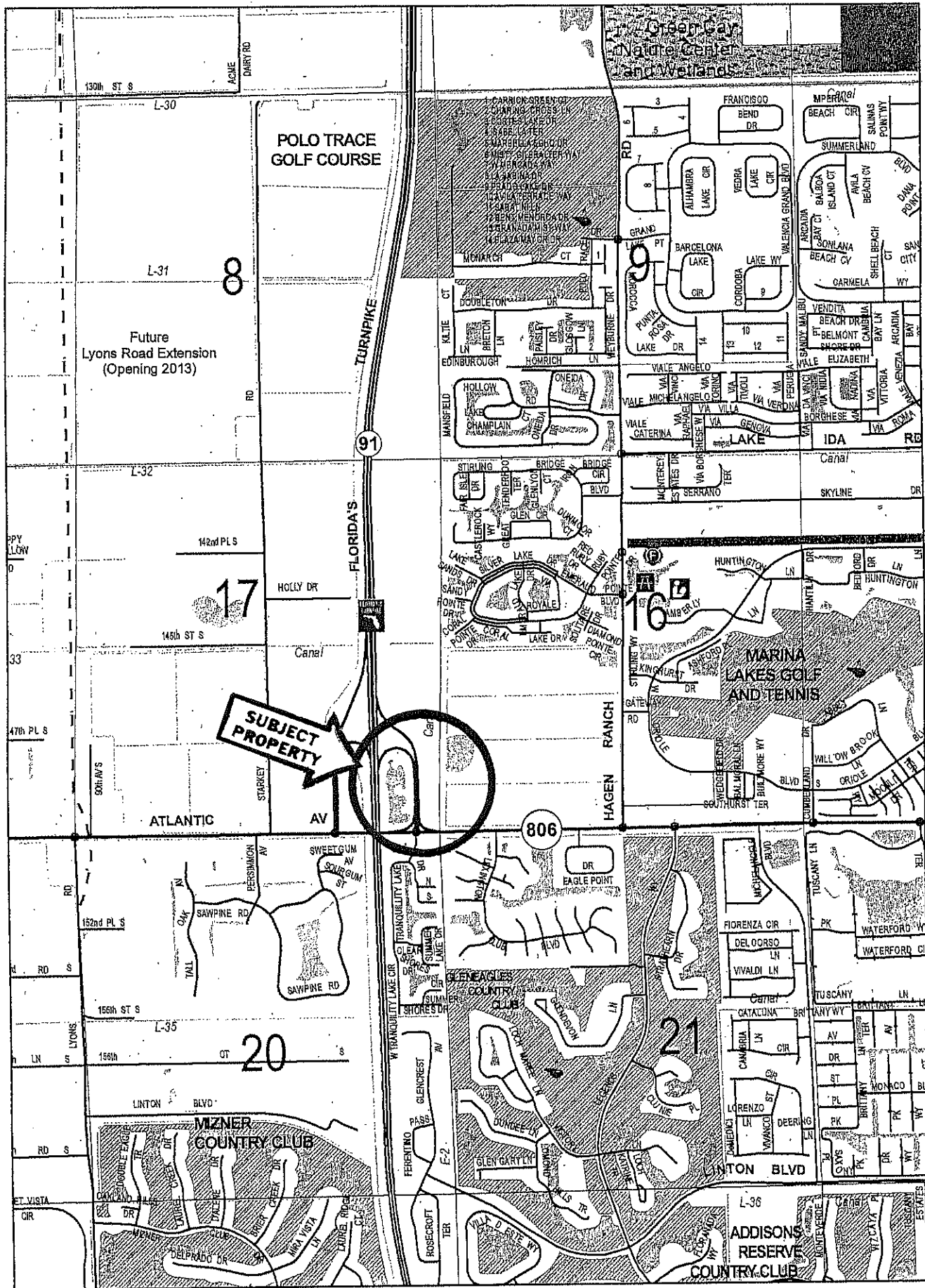
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LOCATION MAP

2

## CIVIC SITE DEDICATION AGREEMENT

THIS CIVIC SITE DEDICATION AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_, 2013 (the "Effective Date"), by and among PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), BOYNTON BEACH ASSOCIATES XIX, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("BBAXIX"), BOYNTON BEACH ASSOCIATES XXIV, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("BBAXXIV"), DELRAY BEACH ASSOCIATES I, LLC, a Florida limited liability company, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("DBAI"), BOCA RATON ASSOCIATES VI, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("BRAVI"), BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("BRAVII"), BOCA RATON ASSOCIATES VIII, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("BRAVIII"), and ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("Atlantic Commons"). BBAXIX, BBAXXIV, DBAI, BRAVI, BRAVII, BRAVIII and Atlantic Commons are hereinafter sometimes referred to individually as a "Developer" and collectively as the "Developers". The Developers and the County are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

A. BBAXIX is the owner and developer of that certain AGR-PUD commonly known as "Valencia Reserve". The development parcel for Valencia Reserve is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Valencia Reserve Project"). Based on the Palm Beach County Unified Land Development Code, the civic site dedication requirement for the Valencia Reserve Project is 7.565 acres. BBAXIX seeks to "cash-out" of its civic site dedication requirement for the Valencia Reserve Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement.

B. BBAXXIV is the owner and developer of that certain AGR-PUD commonly known as "Hyder". The development parcel for Hyder is more particularly described on Exhibit "B-1" attached hereto and made a part hereof, and BRAVII has acquired that certain real property more particularly described on Exhibit "B-2" attached hereto and made a part hereof which will be incorporated into Hyder (the real property described on Exhibit "B-1" and Exhibit "B-2" is referred to herein collectively as the "Hyder Project"). Based on the Palm Beach County Unified Land Development Code, the civic site dedication requirement for the Hyder Project is 14.727 acres. BBAXXIV and BRAVII seek to "cash-out" of its civic site dedication requirement for the Hyder Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement.

C. DBAI is the owner and developer of that certain AGR-PUD commonly known as "Valencia Assemblage". The development parcel for Valencia Assemblage is more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Valencia Assemblage Project"). Based on the Palm Beach County Unified Land Development Code, the civic site dedication requirement for the Valencia Assemblage Project is 6.480 acres. 3.190 acres of the civic site dedication requirement for the Valencia Assemblage Project was previously cashed-out pursuant to a previous agreement with the County. DBAI seeks to "cash-out" of its remaining 3.290 acres civic site dedication requirement for the Valencia Assemblage Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement.

D. BRAVI is the owner and developer of that certain AGR-PUD commonly known as the "Bridges". The development parcel for the Bridges is more particularly described on Exhibit "D-1" attached hereto and made a part hereof, and BRAVIII has acquired that certain real property more particularly described on Exhibit "D-2" attached hereto and made a part hereof which will be incorporated into the Bridges (the real property described on Exhibit "D-1" and Exhibit "D-2" is referred to herein collectively as the "Bridges Project"). Based on the Palm Beach County Unified Land Development Code, the civic site dedication requirement for the Bridges Project is 11.695 acres. 5.980 acres of the civic site dedication requirement for the Bridges Project was previously taken as a credit pursuant to that certain Exchange and Civic Site Dedication Agreement approved under Resolution R-2004-0936 (the "Fogg Dedication Agreement"). BRAVIII seeks to "cash-out" of its remaining 5.715 acre civic site dedication requirement for the Bridges Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement.

E. Atlantic Commons is the owner and developer of that certain PUD commonly known as "Atlantic Commons". The development parcel for Atlantic Commons is more particularly described on Exhibit "E-1" attached hereto and made a part hereof, and an affiliate of Atlantic Commons has a contract to purchase that certain real property more particularly described on Exhibit "E-2" attached hereto and made a part hereof (the "Additional Atlantic Commons Property") which will be incorporated into Atlantic Commons (the real property described on Exhibit "E-1" and Exhibit "E-2" is referred to herein collectively as the "Atlantic Commons Project"). 2.47 acres of the civic site dedication requirement for the Atlantic Commons Project was previously taken as a credit pursuant to the Fogg Dedication Agreement. Based on the Palm Beach County Unified Land Development Code, the remaining civic site dedication requirement for the Atlantic Commons Project attributable to the Additional Atlantic Commons Property is .823 acres. Atlantic Commons seeks to: (i) "cash-out" of its civic site dedication requirement for the Additional Atlantic Commons Property as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement; and (ii) convey that portion of the Atlantic Commons Project more particularly described on Exhibit "E-3" attached hereto and made a part hereof (the "Atlantic Commons Civic Site Property") to the County pursuant to and in accordance with the terms, covenants and conditions of this Agreement in exchange for receiving a credit against the aggregate amount owed by BBAXIX, BBAXXIV, DBAI, BRAVII, BRAVIII and Atlantic Commons for "cashing-out" of their civic site dedication requirements for their respective "Projects" (as hereinafter defined)..

F. The County has agreed subject to the terms of this Agreement: (i) to allow BBAXIX to cash-out of its civic site dedication requirement for the Valencia Reserve Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement; (ii) to allow BBAXXIV and BRAVII to cash-out of its civic site dedication requirement for the Hyder Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement; (iii) to allow DBAI to cash-out of its remaining civic site dedication requirement for the Valencia Assemblage Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement; (iv) to allow BRAVIII to cash-out of its remaining civic site dedication requirement for the Bridges Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement; and (v) to (a) allow Atlantic Commons to cash-out of its remaining civic site dedication requirement for the Atlantic Commons Project as permitted under the Palm Beach County Unified Land Development Code and otherwise pursuant to and in accordance with the terms, covenants and conditions of this Agreement, and (b) accept the conveyance of the Atlantic Commons Civic Site Property from Atlantic Commons pursuant to and in accordance with the terms, covenants and conditions of this Agreement as credit towards the aggregate civic site dedication requirement owed by BBAXIX, BBAXXIV, DBAI, BRAVII, BRAVIII and Atlantic Commons for their respective Projects with their remaining civic site dedication requirement being satisfied by cash-out.

G. The Valencia Reserve Project, the Hyder Project, the Valencia Assemblage Project, the Bridges Project and the Atlantic Commons Project are sometimes referred to herein as a "Project" and collectively as the "Projects".

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, promises and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 – Recitals. The foregoing Recitals are true and correct and are hereby incorporated into the body of this Agreement by this reference as if fully set forth at length herein.

Section 2 – Cash-Out Payments.

(a) The Developers shall cash-out their respective civic site dedication requirements for their respective Projects, with each Developer paying a cash-out price equal to \$110,450.30 multiplied by its respective Project's civic site dedication requirement. However, the Developers shall be entitled to a total and aggregate credit against the amount owed by them in an amount equal to \$110,450.30 multiplied by the acreage of the Atlantic Commons Civic Site Property (6.276 acres). Based on the foregoing, the Developers shall pay the County the following amount:

Project	Dedication Requirement	Cash-Out Price	Total Cash-Out Price
Valencia Reserve	7.565	\$110,450.30	\$835,556.52
Hyder	14.727	\$110,450.30	\$1,626,601.57
Valencia Assemblage	3.290	\$110,450.30	\$363,381.49
Bridges	5.715	\$110,450.30	\$631,223.46
Atlantic Commons	<u>0.823</u>	\$110,450.30	<u>\$90,900.60</u>
Total Dedication Requirement / Total Cash-Out Price	32.120		\$3,547,663.64
Less Credit for the Atlantic Commons Civic Site Property	<u>(6.276)</u>	\$110,450.30	<u>(\$693,186.08)</u>
Net Dedication Requirement / Net Cash-Out Price	<u>25.844</u>		<u>\$2,854,477.56</u>

(b) The Developers shall pay the "Net Cash-Out Price" (i.e., \$2,854,477.56) as follows: (i) the sum of \$200,000.00 shall be paid to the County within 90 days after the Effective Date of this Agreement; and (ii) the balance of the Net Cash-Out Price (i.e., the Net Cash-Out Price less all payments made by the Developers under Section 2(b)(i) above, Section 2(c) below and Section 2(d) below) shall be paid to the County within 90 days after the County makes written demand for the same, provided, however, the County shall have no right to make demand for the balance of the Net Cash-Out Price prior to the expiration of 9 months after the Effective Date.

(c) The Developers shall have the right to collectively cash-out of up to 16.060 acres of civic site dedication requirements for their Projects under this Agreement at any time and from time to time prior to the conveyance of the Atlantic Commons Civic Site Property to the County. This right shall be exercised by the Developers on a "Developer-by-Developer" and "Project-by-Project" basis by a Developer's full payment of its portion of the Total Cash-Out Price attributable to its Project in the amount set forth in Section 2(a) above.

(d) The Developers shall have the right to cash-out of their dedication requirements for their Projects under this Agreement at any time after: (i) the conveyance of the Atlantic Commons Civic Site Property to the County; and (ii) full payment of the entire Net Cash-Out Price. In that regard, if the Atlantic Commons Civic Site Property has been conveyed to the County, and the County has not made



demand for payment of the balance of the Net Cash-Out Price, then until such time as the County has demanded payment of the balance of the Net Cash-Out Price under Section 2(b)(ii) above, it shall be the Developers' right to exercise on a "Developer-by-Developer" and "Project-by-Project" basis full payment of the portion of the Net Cash-Out Price attributable to the Project being cashed-out in the amount set forth in Section 2(a) above on not less than 15 days prior written notice to the County.

(e) (i) If the County terminates this Agreement as to the Atlantic Commons Civic Site Property under Section 4(c) below, Section 4(d) below or Section 5(c) below, then the County shall give the Developers written notice within 15 days after such termination of the County's election to either: (i) limit the Developers' right to cash-out of the civic site dedication requirements for their Projects as provided in Section 2(c) above; or (ii) allow the Developers to cash-out of their dedication requirements for their Projects at any time and from time to time on a "Developer-by-Developer" and "Project-by-Project" basis by a Developer's full payment of its portion of the Total Cash-Out Price attributable to its Project in the amount set forth in Section 2(a) above on not less than 15 days prior written notice to the County. If the County fails to timely deliver such written notice of its election to the Developers, then the Developers shall send a written notice to the County demanding a written election from it. In the event the County fails to deliver written notice of its election to limit the Developers' right to cash-out under Section 2(e)(i) above to the Developers within 15 days after such request by the Developers, then the County shall be deemed to have elected Section 2(e)(ii) above.

(ii) If Atlantic Commons has complied with all of the terms and provisions of this Agreement with respect to the conveyance of the Atlantic Commons Civic Site Property and the County has no rights available to it to terminate this Agreement under any of the terms or provisions of this Agreement, but the County refuses to accept the Atlantic Commons Civic Site Property on the "Conveyance Date" (as hereinafter defined), then the Developers shall have the right to cash-out of their dedication requirements for their Projects at any time and from time to time on a "Developer-by-Developer" and "Project-by-Project" basis by a Developer's full payment of its portion of the Total Cash-Out Price attributable to its Project in the amount set forth in Section 2(a) above on not less than 15 days prior written notice to the County.

(f) The County acknowledges and agrees that the Developers shall have the right to collectively receive a credit of up to .750 acre against the civic site dedication requirements for their Projects under the Fogg Dedication Agreement. This right is completely independent of and in addition to the rights of the Developers to cash-out of their dedication requirements for their Projects under this Agreement.

(g) The County acknowledges and agrees that once a Developer cashes-out of its civic site dedication requirement under this Agreement, all conditions and obligations with regard to such Developer's civic site dedication requirement for its Project shall have been satisfied in full and the Developer shall be entitled to delete the dedication requirement for its Project from all preliminary development plans, subdivision/site plans, master plans and plats regardless of whether or not the Atlantic Commons Civic Site Property has been or ever is conveyed to the County.

(h) The Parties hereby acknowledge and agree that the acreage of the civic site dedication requirements and the cash-out amounts set forth in Section 2(a) above for certain Projects contemplates the incorporation of additional land into those Projects. Notwithstanding anything to the contrary contained in this Agreement, if any such additional property is not incorporated into any such Project for any reason whatsoever (e.g., such additional land is never acquired, or approval for the incorporation of such additional land into the Project is not obtained), then: (i) the civic site dedication requirements set forth in Section 2(a) above for such Project shall automatically adjust to be the actual civic site dedication requirement for such Project based on the actual acreage of its development parcel; (ii) the cash-out amount set forth in Section 2(a) above for such Project shall automatically adjust to be based on the actual civic site dedication requirement for such Project based on the actual acreage of its development parcel; (iii) the Total Dedication Requirement / Total Cash-Out Price and Net Dedication Requirement / Net Cash-Out Price set forth in Section 2(a) above, Section 2(b) above and Section 2(e) above shall be adjusted accordingly; and (iv) the amount of acreage that can be cashed out under this Agreement in

Section 2(c) above shall be adjusted to be equal to 50% of the Total Dedication Requirement as adjusted in Section 2(g)(iii) above.

Section 3 – Platting, Dedication and Conveyance of the Atlantic Commons Civic Site Property.

(a) Atlantic Commons shall record a "Plat" (as hereinafter defined) of the Atlantic Commons Civic Site Property in the public records of the County within 10 months after the Effective Date (the "Plat Recordation Date"). If Atlantic Commons fails to record the Plat of the Atlantic Commons Civic Site Property in the public records of the County by the Plat Recordation Date, then Atlantic Commons and the County shall have the right to extend the Plat Recordation Date by a written amendment to this Agreement executed by them. Any failure of Atlantic Commons to record the Plat in the public records of the County by the Plat Recordation Date (as such date may be extended by amendment) shall be a default by Atlantic Commons under this Agreement subject to the notice and cure provisions of Section 12(a) below.

(b) Subject to the terms and provisions of this Agreement, Atlantic Commons shall convey the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) to the County by Special Warranty Deed subject to the "Permitted Exceptions" (as hereinafter defined), and the County shall accept such conveyance of the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) by Special Warranty Deed subject to the Permitted Exceptions from Atlantic Commons, within 30 days after the Plat is recorded in the public records of the County (the "Conveyance Date"). Any failure of the County to accept the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, privileges and appurtenances belonging thereto) from Atlantic Commons on the Conveyance Date shall be a default by the County under this Agreement subject to the notice and cure provisions of Section 12(b) below.

Section 4 – Inspections.

(a) Atlantic Commons shall deliver to the County a Phase I Environmental Assessment (the "Audit") of the Atlantic Commons Civic Site Property certified to the County within 10 days after the Effective Date of this Agreement. The Audit shall describe the environmental conditions of the Atlantic Commons Civic Site Property and identify the past and current land use. The Audit shall include, but not be limited to, the following: (i) review of property abstracts for all historical ownership data for evidence of current and past use of the Atlantic Commons Civic Site Property; (ii) review of local, state and federal regulatory agency's enforcement and permitting records for indication of prior groundwater or soil contamination with respect to the Atlantic Commons Civic Site Property and adjacent properties (which shall include, but not limited to, Palm Beach County Environmental Resource Management Department Records and Florida Department of Regulations Records); (iii) reflect whether the Atlantic Commons Civic Site Property or any adjacent property is on the (A) EPA's National Priorities List (NPL), (B) Comprehensive Environmental Response Compensation and Liability Act System List (CERCLA), or (C) Hazardous Waste Data Management System List (HWDMS); (iv) review of current and historical aerial photographs of the Atlantic Commons Civic Site Property (and shall include therein a recent aerial showing the Atlantic Commons Civic Site Property and surrounding properties); (v) results of an on-site survey to describe site conditions and to identify potential areas of contamination; and (vi) review of Well Field Protection Zone maps to determine if the Atlantic Commons Civic Site Property is located in a Well Field Zone. If the Audit indicates that a Phase II Environmental Assessment is recommended, then Atlantic Commons shall provide a Phase II Environmental Assessment of the Atlantic Commons Civic Site Property if requested by the County within fifteen (15) days after Atlantic Commons delivers the Audit to the County.

(b) The County shall have 60 days after the Effective Date of this Agreement (the "Inspection Period") to go upon the Atlantic Commons Civic Site Property and perform any test, inspection or investigation thereof that the County deems necessary or desirable in its sole and absolute discretion. All tests, inspections and investigations performed by the County shall be at its sole cost and expense. The County shall use its best efforts not to interfere with or disrupt any farming operations being conducted on

the Atlantic Commons Civic Site Property while performing any of its tests, inspections and/or investigations. After each test, inspection or investigation of the Atlantic Commons Civic Site Property, the County shall restore the same substantially to the same condition it was in immediately prior to any such test, inspection and/or investigations.

(c) If any test, inspection or investigation of the Atlantic Commons Civic Site Property performed by the County, including any environmental assessments provided to the County by Atlantic Commons under Section 4(b) above, reveals a deficiency in the Atlantic Commons Civic Site Property (as determined by the County in its sole and absolute discretion) and the County provides Atlantic Commons written notice (a "Deficiency Notice") specifying the deficiency prior to the expiration of the Inspection Period, then Atlantic Commons shall have the right (but not the obligation) to cure such deficiency within 30 days after receipt of the Deficiency Notice (the "Inspection Cure Period"). If Atlantic Commons fails to cure any deficiency set forth in the Deficiency Notice prior to the expiration of the Inspection Cure Period, then the County shall deliver written notice to Atlantic Commons within 15 days after the expiration of the Inspection Cure Period electing to either: (i) accept the Atlantic Commons Civic Site Property subject to the deficiency; or (ii) terminate this Agreement as to the Atlantic Commons Civic Site Property and the Parties' obligations with respect thereto (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above), whereupon, this Agreement shall terminate as to the Atlantic Commons Civic Site Property and the Parties' obligations with respect thereto (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above) and the Parties shall be released from all obligations and liabilities under this Agreement with respect to the same except for those that expressly survive such termination. If the County fails to timely deliver to Atlantic Commons written notice of its election, then Atlantic Commons shall send written notice to the County demanding a written election from it. In the event the County fails to deliver to Atlantic Commons a written notice of its election to terminate this Agreement under (c)(ii) above within 15 days after such request by Atlantic Commons, then the County shall be deemed to have elected to proceed under (c)(i) above.

(d) The County shall be entitled to access the Atlantic Commons Civic Site Property immediately prior to the Conveyance Date to verify that there has been no material adverse change in the condition of the Atlantic Commons Civic Site Property between the date on which the Inspection Period expired and the Conveyance Date. If any such material adverse change in the condition of the Atlantic Commons Civic Site Property is discovered, and the County provides written notice to Atlantic Commons of the material adverse change prior to the Conveyance Date, then the Conveyance Date shall be extended by 30 days (the "Conveyance Cure Period") during which Atlantic Commons shall have the right (but not the obligation) to cure the material adverse change. If Atlantic Commons fails to cure the material adverse change prior to the expiration of the Conveyance Cure Period, then the County shall deliver written notice to Atlantic Commons within 15 days after the expiration of the Conveyance Cure Period electing to either: (i) accept the Atlantic Commons Civic Site Property subject to the material adverse change; or (ii) terminate this Agreement as to the Atlantic Commons Civic Site Property and the Parties' obligations with respect thereto (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above), whereupon, this Agreement shall terminate as to the Atlantic Commons Civic Site Property and the Parties' obligations with respect thereto (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above) and the Parties shall be released from all obligations and liabilities under this Agreement with respect to the same except for those that expressly survive such termination. If the County fails to timely deliver to Atlantic Commons written notice of its election, then Atlantic Commons shall send written notice to the County demanding a written election from it. In the event the County fails to deliver to Atlantic Commons a written notice of its election to terminate this Agreement under (d)(ii) above within 15 days after such request by Atlantic Commons, then the County shall be deemed to have elected to proceed under (d)(i) above.

(e) Failure by the County to timely exercise any of the inspection rights and/or termination rights granted in this Section 4 shall be a waiver of such rights.

## Section 5 – Evidence of Title.

(a) Atlantic Commons has delivered to the County: (i) Chicago Title Insurance Company (the "Title Company") title insurance commitment order number 4175761, having an effective date as of November 15, 2012 at 8:00 AM (the "Title Commitment"), together with legible copies of all exceptions set forth therein, in the amount of \$693,186.08 (the title policy to be issued pursuant to the Commitment is referred to herein as the "Title Policy") covering the Atlantic Commons Civic Site Property; and (ii) a boundary sketch of the Atlantic Commons Civic Site Property prepared by Perimeter Surveying & Mapping (the "Surveyor"), bearing Job Number 08156, with the last date of field work being February 4, 2013 (the "Boundary Sketch"). The County hereby approves those exceptions set forth in the Title Commitment set forth in Exhibit "F" attached hereto and made a part hereof and all matters disclosed by the Boundary Sketch (collectively, the "Permitted Exceptions").

(b) Not less than 45 days prior to the Conveyance Date, Atlantic Commons shall, at its cost and expense, deliver to the County a boundary survey of the Atlantic Commons Civic Site Property (the "Survey") prepared by a professional land surveyor selected by Atlantic Commons who is licensed by the State of Florida which Survey: (i) meets the standards and requirements of the County (it being Atlantic Commons' responsibility to ensure that the Surveyor contacts the County regarding its standards and requirements prior to the commencement of the Survey); (ii) certifies the overall total acreage of the Atlantic Commons Civic Site Property; (iii) is certified to Atlantic Commons, the County, the Title Company and the agent of the title company issuing the Commitment; (iv) reflects all survey related matters revealed by the Title Commitment; and (v) is prepared in accordance with the minimum technical standards for surveys within the state of Florida. The County shall have 15 days after receiving the Survey to review it (the "Survey Review Period").

(c) If the Survey shows any matter (other than the Permitted Exceptions) to which the County objects (each, a "Survey Objection"), and the County provides Atlantic Commons written notice (a "Survey Notice") of each such Survey Objection prior to the expiration of the Survey Review Period, then Atlantic Commons shall have the right (but not the obligation) to cure the Survey Objections within 15 days after the expiration of the Survey Review Period (the "Survey Cure Period"). If Atlantic Commons fails to cure all Survey Objections prior to the expiration of the Survey Cure Period, then the County shall deliver written notice to Atlantic Commons within 15 days after the expiration of the Survey Cure Period electing to either: (i) accept the Atlantic Commons Civic Site Property subject to the Survey Objections; or (ii) terminate this Agreement as to the Atlantic Commons Civic Site Property and the Parties' obligations with respect thereto (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above), whereupon, this Agreement shall terminate as to the Atlantic Commons Civic Site Property and the Parties' obligations with respect thereto (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above) and the Parties shall be released from all obligations and liabilities under this Agreement with respect to the same except for those that expressly survive such termination. If the County fails to timely deliver to Atlantic Commons written notice of its election, then Atlantic Commons shall send written notice to the County demanding a written election from it. In the event the County fails to deliver to Atlantic Commons a written notice of its election to terminate this Agreement under (c)(ii) above within 15 days after such request by Atlantic Commons, then the County shall be deemed to have elected to proceed under (c)(i) above.

(d) The County may request, prior to the Conveyance Date, an endorsement to the Title Commitment making it effective to within 15 days of the Conveyance Date. On the Conveyance Date, Atlantic Commons shall cause the Title Commitment to be "marked-up" to remove, without the inclusion of any additional exceptions to coverage, any and all requirements to the issuance of the Title Policy and to delete any exceptions for: (i) any rights, interests or claims of parties in possession of the Atlantic Commons Civic Site Property not shown by the public records; (ii) any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Atlantic Commons Civic Site Property that would be disclosed by an accurate and complete survey of the Atlantic Commons Civic Site Property; (iii) any lien for services, labor or materials in connection with improvements, repairs or renovations provided on

or before the Conveyance Date not shown by the public records; (iv) taxes for the year of the Conveyance Date and all prior years; (v) taxes or special assessments which are not shown as existing liens by the public records; (vi) defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the Commitment but prior to the date the County acquires the Atlantic Commons Civic Site Property; and (vii) any exceptions other than those specifically contemplated by this Agreement.

(e) From and after the Effective Date of this Agreement, Atlantic Commons shall take no action which would impair or otherwise affect title to any portion of the Atlantic Commons Civic Site Property, except as otherwise contemplated by this Agreement and, except for those documents specifically contemplated by this Agreement, Atlantic Commons shall record no documents in the Public Records relating to the Atlantic Commons Civic Site Property without the prior written consent of the County.

Section 6 – Obligations of Atlantic Commons with respect to the Atlantic Commons Civic Site Property.

(a) Prior to the Conveyance Date:

(i) Atlantic Commons shall obtain from the County a certificate of concurrency reservation and/or reservation of traffic capacity for the Atlantic Commons Civic Site Property establishing traffic trip capacity for 55,000 square feet of general office use and, once obtained, Atlantic Commons shall not modify the certificate of concurrency reservation and/or reservation of traffic capacity for the Atlantic Commons Civic Site Property unless approved in writing by the County. The County acknowledges and agrees that any and all conditions to the issuance of any certificate of concurrency reservation and/or reservation of traffic capacity for the Atlantic Commons Civic Site Property shall be the sole responsibility of the County, including without limitation, compliance with a project build out date, required road construction improvements, and the phasing of construction of improvements on the Atlantic Commons Civic Site Property to any such required road construction improvements. The County further acknowledges and agrees that Atlantic Commons shall not be responsible for entering into a Standard Developers Agreement with the Palm Beach County Water Utilities Department and/or for paying any water and/or sewer reservation fees in connection with obtaining any certificate of concurrency reservation and/or reservation of traffic capacity for the Atlantic Commons Civic Site Property.

(ii) Atlantic Commons shall grant an easement in favor of the County between Stone Quarry Boulevard (the "Spine Road") and the east boundary of the LWDD E-2-E Canal (the "E-2-E Canal") right-of-way (the "Canal ROW") in width and in a location mutually agreed upon by Atlantic Commons and the County for: (A) vehicular and pedestrian ingress and egress to the Atlantic Commons Civic Site Property (the "Access Easement"); and (B) water, sewer and reclaim utilities to the Atlantic Commons Civic Site Property (the "Utility Easement").

(iii) Atlantic Commons shall complete the design, permitting and installation of the water main, force main and reclaimed water main stub-outs from the Spine Road to the east boundary of the Canal ROW (to service the Atlantic Commons Civic Site Property), in locations mutually agreed upon by Atlantic Commons and the County.

(iv) Atlantic Commons shall amend the development order and master plan for the Atlantic Commons Project: (A) to incorporate the Additional Atlantic Commons Property; and (B) to reflect the Atlantic Commons Civic Site Property as a public civic site with the concurrency approval noted in (a)(i) above.

(v) Atlantic Commons shall deliver the Atlantic Commons Civic Site Property filled to an average elevation of 20.7' NGVD, Vertical Datum 1929. The buildable area of the Atlantic Commons Civic Site Property (i.e., the entire parcel, less the perimeter buffers as required by code) shall be free of deleterious materials (silt, topsoil, muck, etc.) and achieve a soil bearing capacity of 2,500 PSF.

(b) Atlantic Commons shall fund the traffic signal at the intersection of the Spine Road and Atlantic Avenue (the "Traffic Signal") pursuant to and in accordance with the development order issued for the Atlantic Commons Project.

(c) The County has represented to the Developers that the County intends to use a portion of the Net Cash-Out Price to construct a County Sheriff Sub-Station east of the Atlantic Commons Civic Site Property on Atlantic Avenue.

Section 7 – Obligations of the County with respect to the Atlantic Commons Civic Site Property.

(a) The County shall be responsible for accommodating all retention and/or detention associated with the use and development of the Atlantic Commons Civic Site Property within the Atlantic Commons Civic Site Property; it being acknowledged and agreed by the County that Atlantic Commons is not obligated to provide on any property owned by it or make arrangements on any property owned by others for any such retention and/or detention associated with the use and development of the Atlantic Commons Civic Site Property. If requested by the County, Atlantic Commons will obtain on behalf of the County the necessary perpetual easements required to obtain positive storm water outfall from the Atlantic Commons Civic Site Property to the storm water management system located immediately north of the Atlantic Commons Civic Site Property.

(b) The County acknowledges and agrees that the installation of a bridge over the E-2-E Canal is necessary to connect the Spine Road and the Atlantic Commons Civic Site Property. It shall be the County's obligation to design, purchase, construct, permit and install the bridge at its sole cost and expense. The County shall: (i) install the bridge within the Access Easement; and (ii) repair, at its sole cost and expense, any damage caused to the Spine Road during its installation of the Bridge.

Section 8 – Other Atlantic Commons Civic Site Property Matters.

(a) Until such time as the County commences construction on the Atlantic Commons Civic Site Property, Atlantic Commons shall have the right at any time and from time to time (whether before or after the Conveyance Date) to plant sod and palm trees within the perimeter landscape buffers of the Atlantic Commons Civic Site Property (any such planting is referred to herein as the "Developer Landscaping"). If Atlantic Commons exercises such right prior to the Conveyance Date, Atlantic Commons shall enter into a landscape buffer easement agreement with the County on the Conveyance Date in a form reasonably acceptable to the Parties. If Atlantic Commons exercises such right after the Conveyance Date, then Atlantic Commons shall enter into a landscape easement agreement with the County in a form reasonably acceptable to the Parties prior to the planting of any Developer Landscaping. The Developer Landscaping is expressly prohibited from including any berm, fence, wall or other hardscape improvement. All Developer Landscaping shall first be approved in writing by Palm Beach County Facilities Development and Operations Department (FDO) and thereafter be planted, installed and maintained by Atlantic Commons at its cost and expense. Nothing contained herein, however, shall be deemed or construed as an obligation on the part of Atlantic Commons to plant or install any Developer Landscaping, or if planted and/or installed, to keep any such planted and/or installed Developer Landscaping for any specific period of time; Atlantic Commons having the right to remove any or all of the Developer Landscaping at any time and from time to time at its cost and expense. Atlantic Commons' rights and obligations to maintain the Developer Landscaping shall automatically terminate upon either the removal of the same by Atlantic Commons or the development of the Atlantic Commons Civic Site Property by the County, whichever shall first occur. The Parties acknowledge that, except for any Developer Landscaping installed by Atlantic Commons within the Atlantic Commons Civic Site Property, Atlantic Commons is not obligated to maintain any portion of the Atlantic Commons Civic Site Property after the Conveyance Date. The County shall give Atlantic Commons not less than six (6) months prior written notice of the County's intent to develop the Atlantic Commons Civic Site Property, and within such time period, Atlantic Commons shall at its cost and expense remove the Developer Landscaping (unless otherwise directed by the County), obtain any required vegetation clearing permits and/or tree surveys, clear and fill the perimeter landscape buffers of the Atlantic Commons Civic Site Property to a buildable grade and properly stabilize it in a condition reasonably acceptable to the County.

(b) The Parties hereby acknowledge and agree that the Atlantic Commons Civic Site Property will be part of the Atlantic Commons Project and, as a result thereof, the Palm Beach County Unified Land Development Code requires the Atlantic Commons Civic Site Property to be encumbered by the same declaration of easements, restrictions and covenants that encumbers the balance of the Atlantic Commons Project (the "Declaration"). Therefore, Atlantic Commons shall have the right to record the Declaration against title to the Atlantic Commons Project provided the Declaration states (among other things) that while under the County's or other governmental agency's ownership, the Atlantic Commons Civic Site Property shall not be covered by, subject to or regulated by the Declaration and shall be wholly exempt therefrom, including without limitation, any powers, assessments, obligations or liabilities under the Declaration.

(c) Atlantic Commons, simultaneously with its execution and delivery of this Agreement, shall execute and deliver to the County a "Memorandum of Agreement" in the form of Exhibit "G" attached hereto and made a part hereof evidencing Atlantic Commons' obligation to dedicate and convey the Atlantic Commons Civic Site Property to the County (the "Memorandum"). The County, simultaneously with its execution and delivery of this Agreement, shall execute and hold in escrow a "Termination of Memorandum of Agreement" in the form of Exhibit "H" attached hereto and made a part hereof with respect to the Memorandum (the "Termination"). Atlantic Commons shall record the Memorandum in the Public Records of the County on the Effective Date. The County shall hold the Termination in escrow until the occurrence of the earlier of the following events at which time the County shall promptly record the Termination in the Public Records of the County: (i) Atlantic Commons' obligation to dedicate and convey the Atlantic Commons Civic Site Property to the County is terminated; or (ii) Atlantic Commons has conveyed the Atlantic Commons Civic Site Property to the County in accordance with terms and provisions of this Agreement.

Section 9 – Documents for Closing. At or prior to the Conveyance Date (as applicable), the Parties shall execute and deliver the following documents in addition to any other documents required to be delivered pursuant to the terms and provisions of this Agreement:

(a) Atlantic Commons shall separately plat, or include as its own tract as part of a plat that includes other lands, the Atlantic Commons Civic Site Property (either such plat is referred to herein as the "Plat"). The Plat shall dedicate the Atlantic Commons Civic Site Property pursuant to usual and customary dedication language used by the County in other similar civic site dedications.

(b) Atlantic Commons shall convey the Atlantic Commons Civic Site Property to the County by Special Warranty Deed, subject only to: (i) all laws, rules, regulations, ordinances, restrictions, prohibitions and other requirements imposed by governmental authorities, and (ii) subject to Section 5 above, all conditions, restrictions, limitations, easements and other matters of record, but this reference shall not operate to reimpose any of the same.

(c) Atlantic Commons shall execute and deliver an "Owner's Title Affidavit" in a form sufficient to permit the Title Company to delete the "gap exception", the "parties-in-possession exception", the "mechanic's lien exception" and to otherwise issue a Title Policy consistent with Section 5(d) above.

(d) Atlantic Commons shall execute and deliver a "Non-Foreign Certificate" in usual and customary form representing and warranting to the County that Atlantic Commons is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act.

(e) Atlantic Commons shall execute and deliver resolutions authorizing its execution and performance of this Agreement and the conveyance of the Atlantic Commons Civic Site Property to the County.

(f) Atlantic Commons shall execute and deliver a Disclosure of Beneficial Interest as required by Section 286.23, Florida Statutes.



(g) Atlantic Commons and the County shall execute and deliver a settlement statement or expense statement with respect to all of the fees, costs and expenses to be paid by them and disbursed on the Conveyance Date.

(i) Atlantic Commons shall be responsible for the preparation of all conveyance documents and shall submit copies of the same to the County not less than ten (10) days prior to the Conveyance Date for the County's review and approval of the same.

Section 10 – Expenses of Closing. With the exception of the fees, costs and expenses associated with the County's right to conduct tests, inspections and/or investigations of the Atlantic Commons Civic Site Property pursuant to Section 4(b) above, Atlantic Commons shall pay all fees, costs and expenses in connection with the conveyance of the Atlantic Commons Civic Site Property to the County including, but not limited to: (i) the cost of platting the Atlantic Commons Civic Site Property; (ii) the cost of the Title Commitment and the premium for the Title Policy; (iii) the cost of the Boundary Sketch and Survey; (iv) the cost of recording the Special Warranty Deed; and (v) the cost of documentary stamps required to be affixed to the Special Warranty Deed.

Section 11 – Location of Closing. The conveyance of the Atlantic Commons Civic Site Property shall be consummated at the offices of the Palm Beach County Property and Real Estate Management Division.

Section 12 – Default.

(a) If a Developer defaults on any term or provision of this Agreement applicable to such Developer for which a specific remedy is not set forth in this Agreement, then the County shall have the right, as its sole and exclusive remedy, to elect to either: (i) terminate this Agreement (including any right of the Developers' to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above to the extent such cash-out rights were not exercised by the Developers prior to such default), whereupon this Agreement shall terminate (but not as to the Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above to the extent such cash-out rights were exercised by the Developers prior to such default) and the Parties shall be released from all obligations and liabilities each to the other under this Agreement except for those that expressly survive such termination; (ii) grant such Developer a reasonable period of time within which to cure such default; or (iii) commence an action against such Developer seeking specific performance to compel it to comply with the terms and provisions of this Agreement. If the County elects (ii) above and the Developer refuses or fails to cure the default within the period of time designated by the County, then the County shall have the rights identified in (i) and/or (iii) above. Notwithstanding anything to the contrary contained in this Agreement, no Developer shall be in default of this Agreement unless: (x) the County first provides written notice of the default to the Developer; (xi) the Developer fails to cure the default within 60 days of its receipt of written notice of such default; and (xiii) the County is in compliance with the terms and provisions of this Agreement.

(b) If the County defaults on any term or provision of this Agreement applicable to it for which a specific remedy is not set forth in this Agreement, then each Developer shall have the right, as its sole and exclusive remedy, to elect to either: (i) terminate this Agreement as to such Developer (but not as to its or any other Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above), whereupon, this Agreement shall terminate as to the "Terminating Developer" (but not as to its or any other Developers' right to cash-out of the civic site dedication requirements for their respective Projects as provided in Section 2(c) above and Section 2(e) above) and the County and the Terminating Developer shall be released from all obligations and liabilities each to the other under this Agreement except those that expressly survive such termination; (ii) grant the County a reasonable period of time within which to cure such default; or (iii) commence an action against the County seeking specific performance to compel the County to comply with the terms and provisions of this Agreement. If a Developer elects (ii) above and the County refuses or fails to cure the default within the period of time designated by the Developer, then the Developer shall have the rights identified in (i) and/or (iii) above. Notwithstanding anything to the contrary contained in this Agreement, the County shall not be in default of this Agreement unless: (x) a Developer first provides



written notice of the default to the County; (xi) the County fails to cure the default within 60 days of its receipt of written notice of such default; and (xiii) the Developer sending the default notice is in compliance with the terms and provisions of this Agreement.

Section 13 – Assessments. Pending liens against the Atlantic Commons Civic Site Property as of the Conveyance Date that are imposed by a governmental or quasi-governmental authority (if any) shall be assumed by the County, except for any specific, pending liens assessed, levied or imposed as a result of the specific use and/or development of the Atlantic Commons Project by Developer (if any) which shall be paid by Atlantic Commons. Certified liens against the Atlantic Commons Civic Site Property as of the Conveyance Date that are imposed by a governmental or quasi-governmental authority (if any) shall be prorated as of the Conveyance Date. If any such certified liens are payable in installments, then Atlantic Commons Civic Site Property shall be obligated to pay those installments which are due prior to the Conveyance Date and the County shall be obligated to pay those installments which are due after the Conveyance Date. If any specific use of the Atlantic Commons Civic Site Property by Atlantic Commons after the Conveyance Date results in any assessment, lien, charge or encumbrance being assessed, levied or imposed against the Atlantic Commons Civic Site Property, then Atlantic Commons shall pay and discharge the same.

Section 14 – Tax Prorations. Atlantic Commons shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into such escrow Atlantic Commons' prorata portion (which shall include the Conveyance Date) of ad valorem and non-ad valorem taxes on the Atlantic Commons Civic Site Property for the year of the Conveyance Date as determined by the Tax Collector.

Section 15 – Real Estate Broker. Each Party: (a) represents and warrants to the other that it has not dealt with any broker, salesperson, agent or finder in connection with this Agreement or the transaction contemplated herein; and (b) agrees to pay or to contest any and all commissions and finders fees asserted by any brokers, salesperson, agent or finder claiming to have dealt with such Party in connection with this Agreement or the transaction contemplated herein.

Section 16 – Notice. All notices, demands and elections (collectively, "notices") to be given or delivered by or to any Party under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, national overnight delivery service (provided in each case a receipt is obtained) or prepaid United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice or the date upon which delivery is refused, or the date upon which the notice is 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 shall be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

As to County:	Director of PREM Palm Beach County Property and Real Estate Management 2633 Vista Parkway West Palm Beach, Florida 33411 Phone No. (561) 233-0217
With a copy to:	Assistant County Attorney – Real Estate County Attorney's Office 301 N. Olive Avenue, Suite 601 West Palm Beach, Florida 33401
As to Developers:	Kevin Ratterree, Vice President Atlantic Commons Associates, LLLP 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323 Phone No. (954) 753-1730

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

Section 17 – Time of Essence. Time is of the essence with respect to the performance of each and every term and provision of this Agreement where a time period is specified for performance.

Section 18 – Construction. No Party shall be considered the author of this Agreement since the Parties have participated in extensive negotiations, drafting and re-drafting of this document. Thus, the terms and provisions of this Agreement shall not be more strictly construed against one Party as opposed to the any other Party based upon who drafted it.

Section 19 – Attorney's Fees and Costs. Each Party shall bear their own fees, costs and expenses incurred connection with any litigation arising out of or in connection with this Agreement including, without limitation, attorneys' fees incurred at trial and all appellate levels and proceedings.

Section 20 – Entire Agreement. This Agreement incorporates, merges and supersedes all prior agreements, understandings, promises, covenants, conditions, representations and warranties among the Parties with respect to subject matter of this Agreement. Notwithstanding the foregoing, this Agreement shall not alter or amend the obligations of the Developers to comply with applicable land use and other County ordinances and regulations, except as otherwise specifically set forth herein. No claimed amendment to or modification of this Agreement shall be effective or binding on any Party unless such amendment or modification is in writing and duly executed by the Party sought to be charged therewith.

Section 21 – Venue and Governing Law. Venue for all proceedings in connection with this Agreement shall be Palm Beach County, Florida, and all aspects of this Agreement shall be governed by the laws of the State of Florida.

Section 22 – Further Assurances. The Parties hereby agree to execute, acknowledge and deliver such further documents and to take such further actions that may be reasonably necessary to perform their duties and obligations under and to carry out the intentions of this Agreement.

Section 23 – Severability. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

Section 24 – Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of this Agreement.

Section 25 – Successors and Assigns. The terms and provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Section 26 – Assignment. Except as otherwise provided in the following sentence, no Party may assign this Agreement or any interest herein without the prior written consent of the other Parties (which consent may be withheld at such other Parties' sole and absolute discretion), whether such assignment is by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding anything in the preceding sentence to the contrary, this Agreement shall be deemed to be a covenant that runs with the land with respect to the Projects, and therefore, a Developer shall have the right without the prior written consent or approval of any other Party to assign (in whole or in part) its rights and obligations under this Agreement to any person or entity who purchases or otherwise acquires such Developer's Project (in whole or in part)..

Section 27 – Non-Discrimination. The Parties agree that no person shall, on the grounds of race, color, sex, national origin, age, disability, religion, ancestry, familial status, gender identity or expression, marital

status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 28 – Waiver. No waiver of any term or provision of this Agreement shall be effective against any Party unless it is in writing and signed by the Party waiving such term or provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Section 29 – Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by such reference.

Section 30 – Police Power. The Parties acknowledge that the County cannot contract away its police power and does not guarantee any particular result for future zoning applications that include any of the Projects submitted by the Developers and/or any of their affiliates or any of their successors or assigns. Nothing contained herein shall be construed as limiting, altering or eliminating the obligation of the Parties to comply with applicable ordinances, codes and regulations relating to the development of any Project other than as expressly set forth in this Agreement.

Section 31 – Effective Date. This Agreement shall become effective and binding upon the Parties on the date which the last of the Developer and the County sign the same thereby making this Agreement a fully executed instrument.

Section 32 – Office of the Inspector General. The County has established the Office of the Inspector General. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor and inspect the activities of parties or entities with which the County enters into agreements, their officers, employees, agents and lobbyists in order to ensure compliance with contract specifications and to detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General, including granting the Inspector General access to records relating to this Agreement or the transaction contemplated hereby.

Section 33 – No Third Party Beneficiary. No term or provision of this Agreement is intended, or shall be construed, to create any third party beneficiary or to provide any rights to or in favor of any person or entity not a party to this Agreement, including, without limitation, any citizens or employees of the County or any employees of any Developer.

Section 34 – Schedule of Exhibits.

<u>Exhibit "A"</u>	—	Legal Description of the Valencia Reserve Development Parcel
<u>Exhibit "B-1"</u>	—	Legal Description of the Hyder Development Parcel
<u>Exhibit "B-2"</u>	—	Legal Description of the Additional Hyder Property
<u>Exhibit "C"</u>	—	Legal Description of the Valencia Assemblage Development Parcel
<u>Exhibit "D-1"</u>	—	Legal Description of the Bridges Development Parcel
<u>Exhibit "D-2"</u>	—	Legal Description of the Additional Bridges Property
<u>Exhibit "E-1"</u>	—	Legal Description of the Atlantic Commons Development Parcel
<u>Exhibit "E-2"</u>	—	Legal Description of the Additional Atlantic Commons Property
<u>Exhibit "E-3"</u>	—	Legal Description of the Atlantic Commons Civic Site Property
<u>Exhibit "F"</u>	—	Permitted Exceptions
<u>Exhibit "G"</u>	—	Memorandum of Agreement
<u>Exhibit "H"</u>	—	Termination of Memorandum

[signatures follow on next page]

EXECUTED BY THE PARTIES as of the date first appearing above.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

THE COUNTY:

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

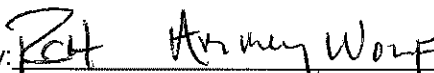
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

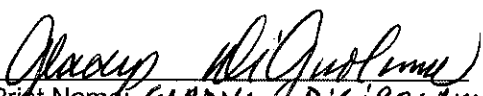
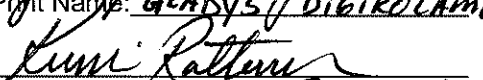
By:  \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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

[signatures continue on next page]

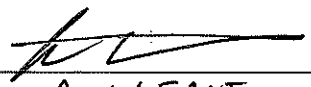
Witnesses:

  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE

DEVELOPERS:


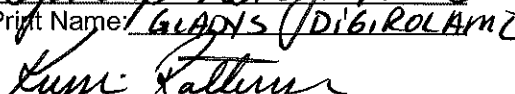
BOYNTON BEACH ASSOCIATES XIX, LLLP, a  
Florida limited liability limited partnership

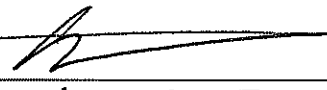
By: Boynton Beach XIX Corporation, a  
Florida corporation, its general partner

By: , V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT


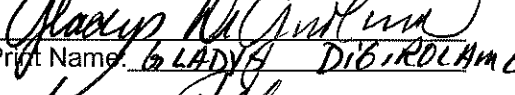
BOYNTON BEACH ASSOCIATES XXIV, LLLP,  
a Florida limited liability limited partnership

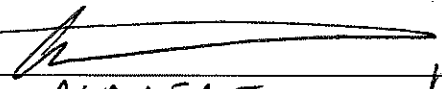
By: Boynton Beach XXIV Corporation, a  
Florida corporation, its general partner

  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE

By: , V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT

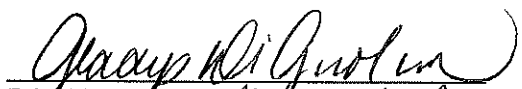

DELRAY BEACH ASSOCIATES I, LLC, a  
Florida limited liability company

  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE

By: , V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT


[signatures continue on next page]

Witnesses:

  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE



BOCA RATON ASSOCIATES VI, LLLP, a  
Florida limited liability limited partnership

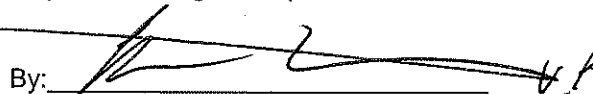
By: Boca Raton VI Corporation, a Florida  
corporation, its general partner

By:  V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT

BOCA RATON ASSOCIATES VII, LLLP, a  
Florida limited liability limited partnership


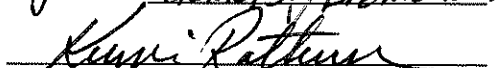
By: Boca Raton VII Corporation, a Florida  
corporation, its general partner


  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE

By:  V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT

BOCA RATON ASSOCIATES VIII, LLLP, a  
Florida limited liability limited partnership



By: Boca Raton VIII Corporation, a Florida  
corporation, its general partner

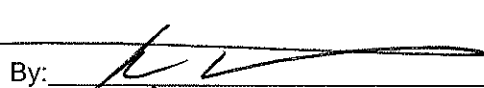
  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE

By:  V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT

ATLANTIC COMMONS ASSOCIATES, LLLP, a  
Florida limited liability limited partnership

By: Atlantic Commons Corporation, a  
Florida corporation, its general partner

  
Print Name: GLADYS DIGIROLAMO  
  
Print Name: KEVIN RATTERREE

By:  V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT

**EXHIBIT "A"**

**Legal Description of the Valencia Reserve Development Parcel**

BEING A PORTION OF TRACTS 1, 2, 3, 4, 21 THROUGH 28 AND 45 THROUGH 48, BLOCK 53, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54. TOGETHER WITH THOSE STRIPS OF LAND LYING BETWEEN SAID TRACTS 21 THROUGH 24 AND TRACTS 25 THROUGH 28, AS CONVEYED IN DEED RECORDED IN OFFICIAL RECORD BOOK 9045, PAGE 1341, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 45; THENCE NORTH 00°23'24" WEST ALONG THE WEST LINE OF SAID TRACTS 4, 21, 28 AND 45, A DISTANCE OF 2630.45 FEET; THENCE NORTH 89°02'44" EAST ALONG A LINE 77.88 FEET SOUTH OF PARALLEL WITH THE NORTH LINE OF SAID TRACTS 1, 2, 3 AND 4, A DISTANCE OF 1264.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 16522, PAGE 1317 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°59'56" EAST, A DISTANCE OF 676.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 14,945.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'32", A DISTANCE OF 419.66 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°23'24" EAST, A DISTANCE OF 1547.32 FEET, THE LAST THREE DESCRIBED COURSES RUNNING ALONG SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD; THENCE SOUTH 89°36'36" WEST ALONG THE SOUTH LINE OF SAID TRACTS 45, 46, 47 AND 48, A DISTANCE OF 1289.68 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

BEING A PORTION OF TRACTS 49 THROUGH 60, AND TRACTS 61 THROUGH 96, ALL WITHIN BLOCK 53, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54. TOGETHER WITH THOSE STRIPS OF LAND LYING BETWEEN OR ADJACENT TO THE ABOVE SAID TRACTS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 85; THENCE NORTH 01°06'47" WEST, ALONG THE WEST LINE OF SAID TRACTS 85, 84, 61 AND 60, A DISTANCE OF 2,527.45 FEET; THENCE NORTH 89°36'33" EAST, A DISTANCE OF 2,059.48 FEET; THENCE NORTH 00°23'27" WEST, A DISTANCE OF 106.21 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE BEING 38.28 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 57 THROUGH 59, A DISTANCE OF 580.10 FEET TO A POINT IN THE CENTER OF A PLATTED ROAD, DYKE AND DITCH RESERVATION, 30.00 FEET IN WIDTH, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54; THENCE NORTH 00°23'27" WEST, ALONG THE CENTERLINE OF SAID ROAD, DYKE AND DITCH RESERVATION, A DISTANCE OF 2.64 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE BEING 35.64 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 56 AND ITS WESTERLY EXTENSION, A DISTANCE OF 344.92 FEET; THENCE SOUTH 00°23'27" EAST, ALONG THE EAST LINE OF SAID TRACT 56, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE BEING 36.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 50 THROUGH 55, A DISTANCE OF 1,979.56 FEET; THENCE NORTH 00°23'24" WEST, ALONG THE EAST LINE OF SAID TRACT 50, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE BEING 35.64 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 49, A DISTANCE OF 299.92 FEET; THENCE SOUTH 00°23'24" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LYONS ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 16522, PAGE 1317, OF SAID RECORDS, A DISTANCE OF 2,636.17 FEET; THENCE SOUTH 89°36'36" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 85 THROUGH 96 AND ITS EASTERLY EXTENSION, A DISTANCE OF 5232.08 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 390.252 ACRES, MORE OR LESS.

LESS AND EXCEPT (RURAL PARKWAY EASEMENT)

THAT PORTION OF TRACTS 49, 72, 73 AND 96, AND ROAD, DYKE AND DITCH RESERVATION, 30.00 FEET IN WIDTH, ALL LYING WITHIN BLOCK 53, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 96; THENCE NORTH 00°23'24" WEST, ALONG THE EAST LINE OF SAID TRACT 96, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°36'36" WEST, ALONG A LINE 10.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 96, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89°36'36" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°23'24" WEST, ALONG A LINE 130.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 49, 72, 73 AND 96, A DISTANCE OF 2,601.81 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE 60.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 49, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°23'24" EAST, ALONG A LINE 30.00 FEET WEST OF SAID EAST LINE OF TRACTS 49, 72, 73 AND 96, A DISTANCE OF 2,601.81 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PORTION OF TRACTS 1, 24, 25, 48, AND ROAD, DYKE AND DITCH RESERVATION, 30.00 FEET IN WIDTH, ALL LYING WITHIN BLOCK 53, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 48; THENCE NORTH 00°23'24" WEST, ALONG THE EAST LINE OF SAID TRACT 48, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°36'33" WEST, ALONG A LINE 20.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 48, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89°36'33" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°23'24" WEST, ALONG A LINE 130.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 24, 25 AND 48, A DISTANCE OF 1,527.48 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 14,845.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'32", A DISTANCE OF 416.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°59'56" WEST, A DISTANCE OF 678.03 FEET; THENCE NORTH 89°02'44" EAST, ALONG A LINE 77.88 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 100.02 FEET; THENCE SOUTH 01°59'56" EAST, A DISTANCE OF 676.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 14,945.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'32", A DISTANCE OF 419.66 FEET; THENCE SOUTH 00°23'24" EAST, ALONG A LINE 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 24, 25 AND 48, A DISTANCE OF 1,527.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.994 ACRES, MORE OR LESS.

TOTAL DEVELOPMENT AREA ACREAGE: 378.258 MORE OR LESS.



**EXHIBIT "B-1"**

**Legal Description of the Hyder Development Parcel**

ALL OF TRACTS 17 THROUGH 24, INCLUSIVE, TRACTS 43 THROUGH 53, INCLUSIVE, TRACTS 65 THROUGH 128, INCLUSIVE, ALL LYING WITHIN SECTION 30, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT 2, PAGES 26 THROUGH 28, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 11413, PAGE 1734, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA:

**PARCEL 107**

THE WEST 40 FEET OF THE EAST 55 FEET OF TRACTS 65, 96, 97, AND 128, BLOCK 30 OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 42 EAST OF PALM BEACH FARMS PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

**PARCEL 107A**

THAT PART OF TRACT 128, BLOCK 30 OF PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGES 26 THROUGH 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE N.00°52'26"W. ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LAKE WORTH DRAINAGE DISTRICT (L.W.D.D.) L-38 CANAL; THENCE S.89°24'20" W. ALONG SAID CANAL FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°24'20"W. FOR A DISTANCE OF 30.00 FEET; THENCE N.00°52'26"W. ALONG A LINE PARALLEL WITH AND 85.00 FEET WEST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 311.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET TO A POINT 55.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 30; THENCE S.00°52'26"E. ALONG A LINE PARALLEL WITH AND 55 FEET WEST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 342.02 FEET TO THE POINT OF BEGINNING.

**PARCEL 107B**

A 25 FOOT WIDE STRIP OF LAND LYING WEST AND NORTHWEST OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF TRACT 128, BLOCK 30 OF PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGES 26 THROUGH 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE N.00°52'26"W. ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LAKE WORTH DRAINAGE DISTRICT (L.W.D.D.) L-38 CANAL; THENCE S.89°24'20"W. FOR A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°24'20"W. FOR A DISTANCE OF 30 FEET; THENCE N.00°52'26"W. ALONG A LINE PARALLEL WITH AND 85.00 FEET WEST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 311.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTH EASTERLY, ALONG THE

ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00'00", A DISTANCE OF 47.12 FEET TO A POINT 55.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 30; THENCE S.00°52'26"E. ALONG A LINE PARALLEL WITH AND 55.00 FEET WEST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 342.02 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THE E-1 LAKE WORTH DRAINAGE DISTRICT RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 118, PAGE 518, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING THE WEST 95.00 FEET OF SAID TRACTS 17, 48, 49, 80, 81, 112 AND 113, SAID SECTION 30, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 93210-2515.

THE NORTH 38.00 FEET OF SAID TRACTS 65 AND 66, SECTION 30, ACCORDING TO DEED BOOK 113, PAGE 425.

THE NORTH 38.00 FEET OF SAID TRACTS 67, 68, 71 AND 72, SAID SECTION 30, ACCORDING TO DEED BOOK 113, PAGE 507.

THE NORTH 38.00 FEET OF SAID TRACTS 75 AND 76, SAID SECTION 30,, ACCORDING TO DEED BOOK 148, PAGE 518.

THE SOUTH 15.00 FEET OF SAID TRACTS 49 THROUGH 53 ACCORDING TO OFFICIAL RECORDS BOOK 1585, PAGE 505.

THOSE LANDS ACCORDING TO OFFICIAL RECORDS BOOK 6495, PG. 761.

THE EAST 15.00 FEET OF SAID TRACTS 65, 96, 97 AND 128, SAID SECTION 30.

ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

CONTAINING 412.129 ACRES, MORE OR LESS.

**EXHIBIT "B-2"**

**Legal Description of the Additional Hyder Property**

A PORTION OF BLOCK 70, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 1 THRU 15, INCLUSIVE, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 38; LESS THE RIGHT-OF-WAY FOR LYONS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 12226, PAGE 1899, AND LESS THAT PORTION LYING EAST OF THE EAST RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 18 THRU 31, INCLUSIVE, TRACT 32, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD AND LESS THAT PORTION OF TRACT 32 LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF SAID LYONS ROAD; TRACT 33, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 34 THRU 47, INCLUSIVE; TRACT 49, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT E-1 CANAL; TRACTS 50 THRU 64, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD, ALL LYING IN BLOCK 70, OF PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH THAT PORTION OF THE ROAD RIGHTS-OF-WAY AS DESCRIBED IN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 9343, PAGE 73, AND AS SHOWN ON THE SAID PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 3 AS CONTAINED WITHIN THE ABOVE DESCRIBED PARCEL, LESS THE RIGHTS-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT CANALS AS DESCRIBED HEREIN AND LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD. PARCEL 3: TRACTS 16, 17 AND 48, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT CANAL E-1, ALL BEING IN BLOCK 70, THE PALM BEACH FARMS CO. PLAT NO 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 324.178 ACRES MORE OR LESS.

### EXHIBIT "C"

#### Legal Description of the Valencia Assemblage Development Parcel

BEING A PORTION OF TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5, AS RECORDED IN PLAT BOOK 101, PAGES 173 THROUGH 175, A PORTION OF TRACT A-1 AND TRACT C, CANYON ISLES PRESERVE PLAT ONE, AS RECORDED IN PLAT BOOK 104, PAGES 139 AND 140, A PORTION OF TRACT "A-1", TRACT "A-2" AND TRACT "B", CANYON SPRINGS PRESERVE PLAT NO. 2, AS RECORDED IN PLAT BOOK 107, PAGES 105 THROUGH 107 AND A PORTION OF TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5, AS RECORDED IN PLAT BOOK 107, PAGES 112 THROUGH 114, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TOGETHER WITH A PORTION OF TRACTS 8 THROUGH 16, 48 AND 49 AND ALL OF TRACTS 46, 47, 50 AND 51, THE SOUTH HALF OF THAT ROAD, DYKE AND DITCH RESERVATION 30.00 FEET IN WIDTH, LYING NORTH OF AND COINCIDENT WITH SAID TRACTS 46 THROUGH 48, ALL IN BLOCK 63 ACCORDING TO PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 AND A PORTION OF ACME DAIRY ROAD RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 7542, PAGE 1239 AND OFFICIAL RECORDS BOOK 18673, PAGE 7 AND A PORTION OF A ROAD, DYKE AND DITCH RESERVATION 30 FEET IN WIDTH, LYING BETWEEN TRACTS 9, 24, 41, 56 AND TRACTS 8, 25, 40 AND 57, BLOCK 63 ACCORDING TO SAID PALM BEACH FARMS COMPANY PLAT NO. 3, ALL OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5; THENCE SOUTH 89°36'30" WEST ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT "Y" AND THE SOUTH LINE OF SAID TRACTS 49, 50 AND 51, A DISTANCE OF 2495.07 FEET; THENCE NORTH 00°23'30" WEST, ALONG A LINE 155.00 FEET EASTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH WEST LINE OF SAID BLOCK 63, A DISTANCE OF 2,643.60 FEET; THENCE NORTH 89°36'30" EAST ALONG A LINE 26.40 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 2525.08 FEET; THENCE SOUTH 00°23'29" EAST ALONG A LINE 30.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "Y", A DISTANCE OF 3.96 FEET; THENCE NORTH 89°36'30" EAST ALONG A LINE 30.36 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 8, A DISTANCE OF 344.96 FEET; THENCE SOUTH 00°26'28" EAST ALONG THE EAST LINE OF SAID TRACT 8, A DISTANCE OF 5.64 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT "A-1", CANYON SPRINGS PRESERVE PLAT NO. 2 FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES THENCE NORTH 89°36'30" EAST, A DISTANCE OF 660.00 FEET; THENCE NORTH 00°26'28" WEST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°26'28" EAST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 00°26'28" WEST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 29.66 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'28" EAST ALONG A LINE 300.34 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A-1", CANYON SPRINGS PRESERVE PLAT NO. 2, A DISTANCE OF 1,813.86 FEET; THENCE SOUTH 49°54'03" WEST, A DISTANCE OF 198.17 FEET; THENCE NORTH 82°55'09" WEST, A DISTANCE OF 496.45 FEET; THENCE SOUTH 26°34'43" WEST, A DISTANCE OF 437.90 FEET; THENCE SOUTH 39°07'46" WEST, A DISTANCE OF 321.79 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,160.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 09°57'30" EAST FROM SAID POINT AND A CENTRAL ANGLE OF 09°03'36"; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID TRACT A-1, CANYON ISLES PRESERVE PLAT ONE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 341.55 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,040.00 FEET AND A CENTRAL ANGLE OF 03°34'26"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 127.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 89°36'30" WEST, ALONG THE SOUTH LINE OF SAID

TRACT A-1, CANYON ISLES PRESERVE PLAT ONE AND ITS WESTERLY EXTENSION, A DISTANCE OF 555.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 260.530 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5; THENCE SOUTH 89°36'30" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°36'30" WEST ALONG SAID SOUTH LINE OF SAID TRACT "A" AND ITS WESTERLY EXTENSION, A DISTANCE OF 1,858.90 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,640.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 62°05'38" EAST FROM SAID POINT AND A CENTRAL ANGLE OF 18°16'21"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ACME DAIRY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 18673, PAGE 7, A DISTANCE OF 523.02 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,660.00 FEET AND A CENTRAL ANGLE OF 17°11'06"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 497.89 FEET TO A POINT OF RADIAL INTERSECTION; THENCE SOUTH 61°00'23" EAST, A DISTANCE OF 80.00 FEET TO A POINT OF RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,740.00 FEET AND A CENTRAL ANGLE OF 04°50'23"; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ACME DAIRY ROAD AND ALONG THE WESTERLY BOUNDARY OF SAID TRACT "A" FOR THE FOLLOWING SIX (6) DESCRIBED COURSE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 146.98 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 47°19'17"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 26.43 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CENTRAL ANGLE OF 100°02'46"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 134.45 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 47°19'17"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 26.43 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,740.00 FEET AND A CENTRAL ANGLE OF 29°26'05"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 893.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 10°41'03" WEST, A DISTANCE OF 409.41 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE 300.01 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5, A DISTANCE OF 1042.66 FEET; THENCE SOUTH 00°26'28" EAST ALONG A LINE 300.01 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 2332.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.463 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF 323.993 ACRES MORE OR LESS.

**EXHIBIT "D-1"**

**Legal Description of the Bridges Development Parcel**

BRIDGES-PLAT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGES 161 THROUGH 174 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

BRIDGES-PLAT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGES 192 THROUGH 194 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

BRIDGES-PLAT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 8 THROUGH 16 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

BRIDGES-PLAT FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGES 56 THROUGH 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF TRACTS 68 THROUGH 72, TRACTS 90 THROUGH 94, TRACTS 99 THROUGH 103, TRACTS 121 THROUGH 126, AND PORTIONS OF TRACTS 66, 73, 74, 88, 89, 95, 98, 104, 105, 120 AND 127, ALL OF SECTION 29, TOWNSHIP 46 SOUTH, RANGE 42 EAST, THE PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING BOUNDED ON THE WEST BY THE EAST LINE OF BRIDGES-PLAT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 8 THROUGH 16 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF THE FLORIDA STATE TURNPIKE, AS RECORDED IN DEED BOOK 1104, PAGE 577 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BRIDGES-PLAT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 8 THROUGH 16 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.00°35'10"W. ALONG THE EAST LINE THEREOF, A DISTANCE OF 115.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.00°35'10"W., A RADIAL DISTANCE OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID EAST LINE, THROUGH A CENTRAL ANGLE OF 130°11'51", A DISTANCE OF 68.17 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 48°22'45"; THENCE NORTHERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 168.88 FEET; THENCE N.07°35'44"E. ALONG SAID EAST LINE, A DISTANCE OF 291.47 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 02°40'02"; THENCE NORTHERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 46.55 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°53'45"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 190.17 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,150.00 FEET AND A CENTRAL ANGLE OF 18°38'24"; THENCE NORTHERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 374.13 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°49'44"; THENCE NORTHERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 33.41 FEET; THENCE N.14°10'40"E. ALONG SAID EAST LINE, A DISTANCE OF 196.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT

LIES S.12°40'09"W., A RADIAL DISTANCE OF 2,455.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID EAST LINE, THROUGH A CENTRAL ANGLE OF 02°43'04", A DISTANCE OF 116.45 FEET; THENCE N.09°57'05"E. ALONG SAID EAST LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.09°57'05"W., A RADIAL DISTANCE OF 2,575.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID EAST LINE, THROUGH A CENTRAL ANGLE OF 03°35'00", A DISTANCE OF 161.05 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.06°22'04"E., A RADIAL DISTANCE OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID EAST LINE, THROUGH A CENTRAL ANGLE OF 79°48'54", A DISTANCE OF 41.79 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 17°49'58"; THENCE NORTHERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 303.46 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 20°54'25"; THENCE NORTHERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 164.20 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 14°28'11"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 126.27 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 103°34'10"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 54.23 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 40°44'56"; THENCE WESTERLY ALONG THE ARC OF SAID EAST LINE, A DISTANCE OF 177.80 FEET; THENCE N.27°04'15"W. ALONG SAID EAST LINE, A DISTANCE OF 142.98 FEET; THENCE N.00°32'32"W. ALONG SAID EAST LINE, A DISTANCE OF 344.20 FEET TO THE NORTHEAST CORNER OF SAID BRIDGES-PLAT THREE; THENCE N.89°27'28"E. ALONG THE NORTH LINE OF SAID TRACTS 67 THROUGH 74, A DISTANCE OF 2,279.13 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE FLORIDA STATE TURNPIKE, AS RECORDED IN DEED BOOK 1104, PAGE 577 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.11°23'28"E. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 483.68 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 11,209.16 FEET AND A CENTRAL ANGLE OF 10°11'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1,992.23 FEET; THENCE S.01°12'28"E. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 291.70 FEET; THENCE S.89°24'50"W. ALONG THE SOUTH LINE OF SAID TRACTS 120 THROUGH 127, A DISTANCE OF 2,348.58 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "D-2"**

**Legal Description of the Additional Bridges Property**

ALL OF APPOLONIA FARMS P.U.D. PLAT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGES 41 THROUGH 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT TRACT RW.

CONTAINING 285.826 ACRES MORE OR LESS.



**EXHIBIT "E-1"**

**Legal Description of the Atlantic Commons Development Parcel**

**PARCEL 1:**

TRACT 31, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH ALL OF THOSE PARTS OF TRACTS 1, 2 AND 3, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND WEST OF THE E-2E CANAL, ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE NORTH 36 FEET OF SAID TRACT 3 AS CONVEYED PURSUANT TO DEED BOOK 129, PAGE 164 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THE NORTH 39.66 FEET OF SAID TRACT 1 AND THE NORTH 40.92 FEET OF SAID TRACTS 2 AND 3 PURSUANT TO OFFICIAL RECORDS BOOK 6495, PAGE 761 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THAT PORTION OF SAID TRACT 1 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACT 1) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 1, 2 AND 3 LYING NORTH OF THE SOUTH LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING EAST/WEST WITHIN SAID TRACTS 1, 2 AND 3) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 2:**

TRACTS 30, 32, 33 AND 35, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 30 AND 35 KNOWN AS RIGHT-OF-WAY PARCEL NOS. 27 AND 29 CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY PURSUANT TO THE FIFTEENTH JUDICIAL CIRCUIT COURT, CASE NO. 15,304, AS SET FORTH IN THE MINUTES OF CIRCUIT COURT IN MCC BOOK 68, PAGES 520 AND 523, PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 32 AND 33 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACTS 32 AND 33) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 3:**

TRACTS 62, 63 AND 64, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND WEST OF THE E-2E CANAL, ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE SOUTH 15 FEET OF SAID TRACTS 62, 63 AND 64 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THAT PORTION OF SAID TRACT 64 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACT 64) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED

PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4:

TRACT 34, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

THOSE PORTIONS OF TRACTS 65, 66, 67, 94, 95, 96, 97, 98, 127 AND 128, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND NORTH OF DELRAY ROAD WEST (S.R. 806), ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 127 AND 128 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 20894, PAGE 986 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

THE WEST 680.66 FEET OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE WEST 45.00 FEET AND THE NORTH 65.00 FEET THEREOF PURSUANT TO DEED BOOK 113, PAGE 595 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THEREFROM THE RIGHT-OF-WAY FOR STATE ROAD 806 (ATLANTIC AVENUE), PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THE PORTION THEREOF AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 20894, PAGE 986 AND OFFICIAL RECORDS BOOK 20894, PAGE 1018 BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 22 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 680.81 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH .00 DEGREES 34 MINUTES 49 SECONDS EAST ALONG A LINE 680.66 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 352.08 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES SOUTH 32 DEGREES 03 MINUTES 32 SECONDS WEST, A RADIAL DISTANCE OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 48 DEGREES 31 MINUTES 18 SECONDS, A DISTANCE OF 287.93 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 11 SECONDS EAST, A DISTANCE OF 77.09 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 13 SECONDS EAST, A DISTANCE OF 45.55 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 44 SECONDS EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 77 DEGREES 07 MINUTES 31 SECONDS EAST, A DISTANCE OF 51.42 FEET TO A POINT OF INTERSECTION WITH THE PROPOSED NORTH RIGHT-OF-WAY LINE OF STATE ROAD 806 (ATLANTIC AVENUE), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93030-2510; THENCE SOUTH 89 DEGREES 22 MINUTES 44 SECONDS WEST ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 536.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT RIGHTS CREATED BY ACCESS EASEMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 13729, PAGE 414; OFFICIAL RECORDS BOOK 13729, PAGE 420; OFFICIAL RECORDS BOOK 13729, PAGE 426; OFFICIAL RECORDS BOOK 13729, PAGE 432, AS AMENDED IN OFFICIAL RECORDS BOOK 17776, PAGE 656; AND IN OFFICIAL RECORDS BOOK 21356, PAGE 1759, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 124.203 ACRES MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ATLANTIC COMMONS COMMERCIAL PARCEL):

TRACT A AND TRACT F, ATLANTIC COMMONS – PLAT ONE, AS RECORDED IN PLAT BOOK 115, PAGES 135-137.

SAID LANDS ALL SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 4.988 ACRES, MORE OR LESS

**EXHIBIT "E-2"**

**Legal Description of the Additional Atlantic Commons Property**

THAT PORTION OF TRACTS 65, 66, 94, 95, 96, 97, 98, 99, 126, 127, AND 128, SECTION 8, TOWNSHIP 46 SOUTH, RANGE 42 EAST, "PALM BEACH FARMS CO. PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED BY THE FOLLOWING:

BOUNDED ON THE SOUTH BY A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8.

BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF "FLORIDA'S TURNPIKE", SAID LINE BEING 150.00 FEET EASTERLY OF THE CENTERLINE OF SAID TURNPIKE.

BOUNDED ON THE NORTH BY A LINE 46.20 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 65 AND 66 (THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY BEING COINCIDENT WITH THE NORTH LINE OF SAID TRACTS).

BOUNDED ON THE EAST BY A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 65, 96, 97 AND 128 (THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY BEING COINCIDENT WITH THE EAST LINE OF SAID TRACTS).

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 44.922 ACRES, MORE OR LESS.

**EXHIBIT "E-3"**

**Legal Description of the Atlantic Commons Civic Site Property**

A PORTION OF TRACTS 97, 98, 127 AND 128 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 104.83 FEET; THENCE SOUTH 89°22'44" WEST, ALONG THE NORTH LINE OF ATLANTIC AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 20894 AT PAGE 986 OF SAID PUBLIC RECORDS, A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°22'44" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 161.10 FEET; THENCE NORTH 46°00'36" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 33.41 FEET; THENCE NORTH 01°24'22" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 1298.28 FEET; THENCE SOUTH 89°25'11" EAST, A DISTANCE OF 230.34 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1317.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 6.276 ACRES, MORE OR LESS.

## EXHIBIT "F"

### Permitted Exceptions

Reservations in favor of the Everglades Drainage District as set forth in Deeds recorded in Deed Book 691, Page 339 (As to Tract 128); as affected by Release of Reservations (as to the East 40' of Tract 128 only) recorded in Official Records Book 20037, Page 1032

Resolution Fixing Setback Requirements for Buildings and Improvements on State Road 806 (a/k/a Delray West Road a/k/a Atlantic Avenue) recorded in Deed Book 1104, Page 158 (As to Tracts 127 and 128)

Permanent easement for the erection of and right to maintain a single pole transmission line in favor of the Florida State Turnpike Authority, as reserved in Quit Claim Deed recorded in Official Records Book 50, Page 690 (As to Tracts 127 and 128)

Permanent utility easement in favor of Palm Beach County over the West 21' of the East 91' of the North 20' of the South 123.36' of Tract 128, as set forth in Parcel 16A in Order of Taking on Plaintiff's Complaint recorded in Official Records Book 6855, Page 72

45' permanent easement in favor of Palm Beach County over part of Tracts 127 and 128, in Section 17, as set forth in the Minutes of Circuit Court Book 71, Page 432, as disclosed in General Warranty Deed recorded in Official Records Book 11423, Page 939, and as shown on sketch attached to Easement Deed recorded in Official Records Book 13728, Page 1897

Standard Potable Water and Wastewater Development Agreement (SDA) with Palm Beach County recorded in Official Records Book 18867, Page 105; as amended by First Amendment to Standard Potable Water and Wastewater Development Agreement recorded in Official Records Book 21215, Page 78

Standard Reclaimed Water Development Agreement (SDA) with Palm Beach County recorded in Official Records Book 18867, Page 118; as amended by First Amendment to Standard Reclaimed Water Development Agreement recorded in Official Records Book 21215, Page 86

Utility Easement in favor of Palm Beach County recorded in Official Records Book 19079, Page 1375 (As to Tracts 127 and 128)

Terms, conditions, provisions and obligations as set forth in Reciprocal Easement Agreement for Construction and Maintenance of Boundary Walls with Anasca Communities, LLC, a Florida limited liability company, recorded in Official Records Book 20024, Page 427; as affected by Partial Release of Easement recorded in Official Records Book 24961, Page 1184

South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit recorded in Official Records Book 23200, Page 1215

Master Declaration of Restrictive Covenants for Workforce Housing in Accordance with the Palm Beach County Workforce Housing Program recorded in Official Records Book 23581, Page 106.

Indemnification Agreement by and between Atlantic Commons Associates, LLLP, a limited liability limited partnership, and Palm Beach County recorded in Official Records Book 25378, Page 1357

Utility Easement in favor of Palm Beach County recorded in Official Records Book 25570, Page 1028.  
(As to Tracts 127 and 128)

5' Utility Easement on the east property line of the Atlantic Commons Civic Site Property, immediate west of and running parallel with the existing permanent utility easement in favor of Palm Beach County as set forth in Parcel 16A in Order of Taking on Plaintiff's Complaint recorded in Official Records Book 6855, Page 72 (TO BE RECORDED)

NOTE: All recording references in this commitment/policy shall refer to the public records of Palm Beach County, Florida, unless otherwise noted

**EXHIBIT "G"**

**Memorandum of Agreement**

Prepared By/Return To:  
Peter Banting, Real Estate Specialist  
2633 Vista Parkway  
West Palm Beach, Florida 33411-0210  
Portion of PCN:

(Space Reserved for Clerk of Court)

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401 (the "County"), and ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, with an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Developer"), for the purpose of recording the same in the Public Records of Palm Beach County, Florida.

**WITNESSETH:**

WHEREAS, the County and Developer entered into that certain Civic Site Dedication Agreement dated \_\_\_\_\_, (Resolution No. \_\_\_\_\_) (the "Agreement"), pursuant to which Developer agreed to dedicate and convey to the County the real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, to secure such obligation, the Agreement required Developer to record a Memorandum of Agreement in the Public Records of Palm Beach County, Florida against the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby give notice of the existence of the Agreement and of Developer's obligations thereunder.

This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement and, in the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

This Memorandum shall automatically terminate and be rendered null and void upon the conveyance of the Property to the County.

This Memorandum may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Memorandum.

[signatures follow on next page]



IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first-above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

THE COUNTY:

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

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

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

WITNESSES:

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

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

DEVELOPER:

ATLANTIC COMMONS ASSOCIATES, LLLP, a  
Florida limited liability limited partnership

By: Atlantic Commons Corporation, a  
Florida corporation, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF BROWARD                )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, a Vice President of Atlantic Commons Corporation, a Florida corporation, the general partner of ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation and partnership. He/she is personally known to me.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

**[EXHIBIT "A" TO THE MEMORANDUM]**

**Legal Description of the Atlantic Commons Civic Site Property**

A PORTION OF TRACTS 97, 98, 127 AND 128 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 104.83 FEET; THENCE SOUTH 89°22'44" WEST, ALONG THE NORTH LINE OF ATLANTIC AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 20894 AT PAGE 986 OF SAID PUBLIC RECORDS, A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°22'44" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 161.10 FEET; THENCE NORTH 46°00'36" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 33.41 FEET; THENCE NORTH 01°24'22" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 1298.28 FEET; THENCE SOUTH 89°25'11" EAST, A DISTANCE OF 230.34 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1317.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 6.276 ACRES, MORE OR LESS.

6

Memorandum of Agreement

Prepared By/Return To:  
Peter Banting, Real Estate Specialist  
2633 Vista Parkway  
West Palm Beach, Florida 33411-0210  
Portion of PCN:

(Space Reserved for Clerk of Court)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401 (the "County"), and ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, with an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Developer"), for the purpose of recording the same in the Public Records of Palm Beach County, Florida.

WITNESSETH:

WHEREAS, the County and Developer entered into that certain Civic Site Dedication Agreement dated \_\_\_\_\_, (Resolution No. \_\_\_\_\_) (the "Agreement"), pursuant to which Developer agreed to dedicate and convey to the County the real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, to secure such obligation, the Agreement required Developer to record a Memorandum of Agreement in the Public Records of Palm Beach County, Florida against the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby give notice of the existence of the Agreement and of Developer's obligations thereunder.

This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement and, in the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

This Memorandum shall automatically terminate and be rendered null and void upon the conveyance of the Property to the County.

This Memorandum may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Memorandum.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first-above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

THE COUNTY:

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

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

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

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

WITNESSES:

DEVELOPER:

ATLANTIC COMMONS ASSOCIATES, LLLP, a  
Florida limited liability limited partnership

By: Atlantic Commons Corporation, a  
Florida corporation, its general partner

By: \_\_\_\_\_, V.P.  
Name: ALAN FANT  
Title: VICE PRESIDENT

Print Name: KEVIN RATTERREE  
Print Name: GLADYS DEBOLAMO

STATE OF FLORIDA )

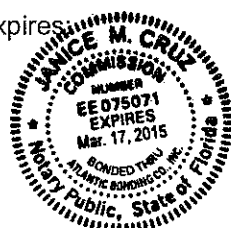
COUNTY OF BROWARD )

SS:

The foregoing instrument was acknowledged before me by Alan Fant, a Vice President of Atlantic Commons Corporation, a Florida corporation, the general partner of ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation and partnership. He/she is personally known to me.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of February, 2013.

My Commission Expires:



Notary Public

Janice M. Cruz  
Typed, printed or stamped name of Notary Public

**[EXHIBIT "A" TO THE MEMORANDUM]**

**Legal Description of the Atlantic Commons Civic Site Property**

A PORTION OF TRACTS 97, 98, 127 AND 128 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 104.83 FEET; THENCE SOUTH 89°22'44" WEST, ALONG THE NORTH LINE OF ATLANTIC AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 20894 AT PAGE 986 OF SAID PUBLIC RECORDS, A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°22'44" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 161.10 FEET; THENCE NORTH 46°00'36" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 33.41 FEET; THENCE NORTH 01°24'22" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 1298.28 FEET; THENCE SOUTH 89°25'11" EAST, A DISTANCE OF 230.34 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1317.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 6.276 ACRES, MORE OR LESS.

**EXHIBIT "H"**

**Termination of Memorandum**

Prepared by and Return to:

Atlantic Commons Associate, LLLP  
Attn: Steven M. Helfman, Esq.  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

(Space Reserved for Clerk of Court)

**TERMINATION OF MEMORANDUM OF AGREEMENT**

THIS TERMINATION OF MEMORANDUM OF AGREEMENT (the "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401 (the "County"), and ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, with an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Developer"), for the purpose of recording the same in the Public Records of Palm Beach County, Florida.

**RECITALS:**

WHEREAS, the County and Developer entered into that certain Civic Site Dedication Agreement dated \_\_\_\_\_, (Resolution No. \_\_\_\_\_) (the "Agreement"); and

WHEREAS, the County and Developer, in connection with the Agreement, recorded that certain Memorandum of Agreement in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Public Records of Palm Beach County, Florida (the "Memorandum"); and

WHEREAS, the parties hereby confirm that Developer has conveyed the "Property" (as defined in the Memorandum) to the County as required by the Agreement and, as a result thereof, the County and Developer seek to terminate the Memorandum and discharge the same from Public Record.

NOW, THEREFORE, THE PARTIES HEREBY TERMINATE THE MEMORANDUM AND RENDER THE SAME NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AND THE CLERK OF COURT FOR PALM BEACH COUNTY IS HEREBY DIRECTED TO CANCEL AND EXTINGUISH THE MEMORANDUM WHEREVER THE SAME APPEARS AMONG THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TO FOREVER DISCHARGE THE SAME FROM THE PUBLIC RECORD.

This Termination may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Termination.

[signatures and notary acknowledgements follow on next page]

IN WITNESS WHEREOF, the parties have caused this Termination to be executed as of the date first-above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

THE COUNTY:

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

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

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

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

WITNESSES:

DEVELOPER:

ATLANTIC COMMONS ASSOCIATES, LLLP, a  
Florida limited liability limited partnership

By: Atlantic Commons Corporation, a  
Florida corporation, its general partner

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF BROWARD                )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, a Vice President of Atlantic Commons Corporation, a Florida corporation, the general partner of ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation and partnership. He/she is personally known to me.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

③

Termination of Memorandum

Prepared by and Return to:

Atlantic Commons Associate, LLLP  
Attn: Steven M. Helfman, Esq.  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

(Space Reserved for Clerk of Court)

TERMINATION OF MEMORANDUM OF AGREEMENT

THIS TERMINATION OF MEMORANDUM OF AGREEMENT (the "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401 (the "County"), and ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, with an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Developer"), for the purpose of recording the same in the Public Records of Palm Beach County, Florida.

RECITALS:

WHEREAS, the County and Developer entered into that certain Civic Site Dedication Agreement dated \_\_\_\_\_, (Resolution No. \_\_\_\_\_) (the "Agreement"); and

WHEREAS, the County and Developer, in connection with the Agreement, recorded that certain Memorandum of Agreement in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Public Records of Palm Beach County, Florida (the "Memorandum"); and

WHEREAS, the parties hereby confirm that Developer has conveyed the "Property" (as defined in the Memorandum) to the County as required by the Agreement and, as a result thereof, the County and Developer seek to terminate the Memorandum and discharge the same from Public Record.

NOW, THEREFORE, THE PARTIES HEREBY TERMINATE THE MEMORANDUM AND RENDER THE SAME NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AND THE CLERK OF COURT FOR PALM BEACH COUNTY IS HEREBY DIRECTED TO CANCEL AND EXTINGUISH THE MEMORANDUM WHEREVER THE SAME APPEARS AMONG THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TO FOREVER DISCHARGE THE SAME FROM THE PUBLIC RECORD.

This Termination may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Termination.

[signatures and notary acknowledgements follow on next page]



IN WITNESS WHEREOF, the parties have caused this Termination to be executed as of the date first-above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

THE COUNTY:

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

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

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Department Director

WITNESSES:

DEVELOPER:

ATLANTIC COMMONS ASSOCIATES, LLLP, a  
Florida limited liability limited partnership

By: Atlantic Commons Corporation, a  
Florida corporation, its general partner

[Signature]  
Print Name: KEVIN RATTERREE  
[Signature]  
Print Name: GLADYS DIGIROLAMO

By: [Signature] V.P.  
Name: ALAN FAUT  
Title: VICE PRESIDENT

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

The foregoing instrument was acknowledged before me by Alan Faut, a Vice President of Atlantic Commons Corporation, a Florida corporation, the general partner of ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation and partnership. He/she is personally known to me.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of February, 2013.

My Commission Expires:

[Signature]  
Notary Public  
[Signature]  
Typed, printed or stamped name of Notary Public



BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Civic Site Cash Out  
3800

BGEX-410-122612-621  
BGRV-410-122612-151

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 12/26/2012	REMAINING BALANCE
<u>REVENUES</u>								
800-3042	2540 - Civic Site Cash in Lieu of Land	0	0	200,000		200,000		
	Total Receipts and Balances	<u>2,580,594</u>	<u>2,410,359</u>	<u>200,000</u>	<u>0</u>	<u>2,610,359</u>		
<u>EXPENDITURES</u>								
<u>Dist 4 &amp; Traffic Relo</u>								
411 B393	6505 - Design & Engineering	0	0	200,000		200,000	0	200,000
						0		
	Total Appropriations & Expenditures	<u>2,580,594</u>	<u>2,410,359</u>	<u>200,000</u>	<u>0</u>	<u>2,610,359</u>		

INITIATING DEPARTMENT/DIVISION  
Facilities Development & Operations  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting of

Deputy Clerk to the  
Board of County Commissioners

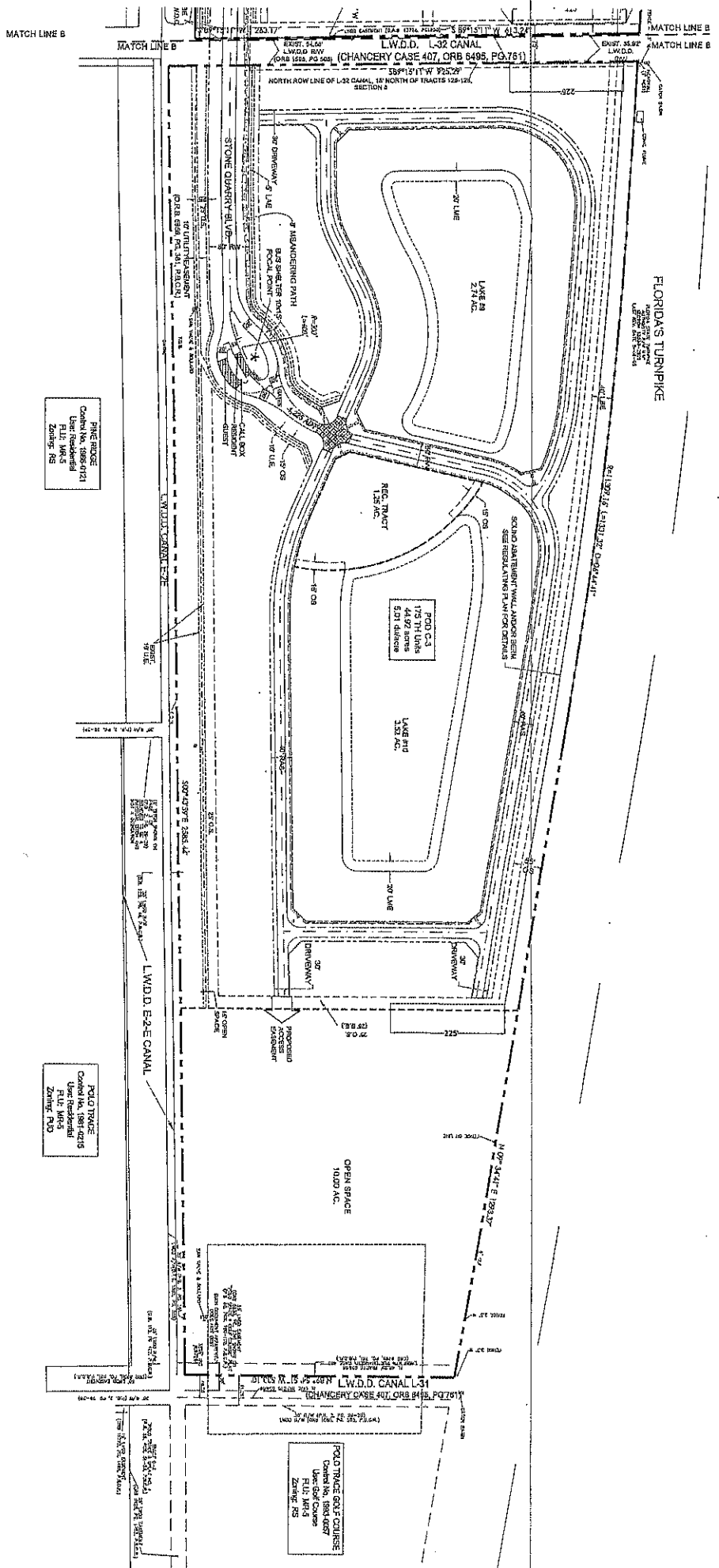
*[Signature]* *[Signature]*  
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2/14/13  
2/14/13

SP 3/6/13

S.C.2.d



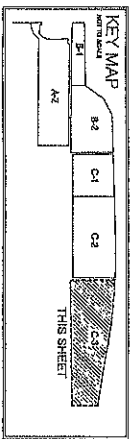
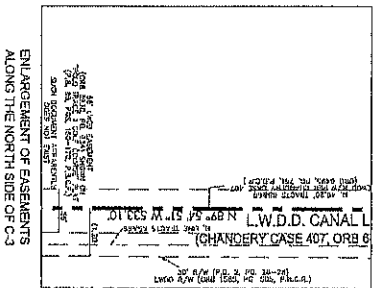




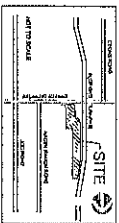
PINE RIDGE  
COMMONS, INC.  
10000 W. 10th Ave.  
Suite 100  
Palm Beach Gardens, FL 33418  
Zone: RS

POLO TRACE  
Commons, Inc.  
10000 W. 10th Ave.  
Suite 100  
Palm Beach Gardens, FL 33418  
Zone: RS

POLO TRACE COAST COURSE  
Commons, Inc.  
10000 W. 10th Ave.  
Suite 100  
Palm Beach Gardens, FL 33418  
Zone: RS



LOCATION MAP



AMENDMENTS

ZONING APPROVALS

© 2011 G.L. Homes. No part of these ideas, plans, or designs may be reproduced or copied in any form whatsoever without the express written consent of G.L. Homes.

Project:	ATLANTIC COMMONS PHASE 2
	10000 W. 10th Ave. Suite 100 Palm Beach Gardens, FL 33418
	Project:
	Project:
Drawn:	December 19, 2012
Revisions:	January 28, 2013
Sheet number:	PMP-3
Scale:	1" = 100'
North:	
Sheet number:	PMP-3

**GLHOMES**  
LANDSCAPE ARCHITECTURE  
1600 SAWGRASS CORPORATE PKWY  
SUITE 400  
SUNRISE, FLORIDA 33323  
954-753-1730

Attachment 7

**SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF BROWARD

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

1. Affiant is the Vice President of Atlantic Commons Corporation, a Florida corporation, the General Partner of Atlantic Commons Associates, LLLP, a Florida limited liability limited partnership (the "Owner"), which entity is the owner of the real property legally described on the attached Exhibit "A" attached hereto and made a part hereof (the "Property").

2. Owner's address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

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

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

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

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

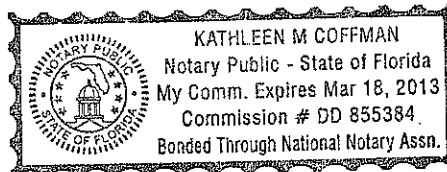
AFFIANT

  
N. Maria Menendez

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4 day of February, 2013, by N. Maria Menendez, [ ☒ ] who is personally known to me or [ ☐ ] who has produced as identification and who did take an oath.

  
Notary Public

(Print Notary Name)



NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of the Property**

A PORTION OF TRACTS 97, 98, 127 AND 128 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 104.83 FEET; THENCE SOUTH 89°22'44" WEST, ALONG THE NORTH LINE OF ATLANTIC AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 20894 AT PAGE 986 OF SAID PUBLIC RECORDS, A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°22'44" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 161.10 FEET; THENCE NORTH 46°00'36" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 33.41 FEET; THENCE NORTH 01°24'22" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 1298.28 FEET; THENCE SOUTH 89°25'11" EAST, A DISTANCE OF 230.34 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1317.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 6.276 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**Schedule to Beneficial Interests in Property**

Owner is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Owner must identify individual owners. If, by way of example, Owner is wholly or partially owned by another entity, such as a corporation, Owner must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
G.L. Homes Limited Corporation	1600 Sawgrass Corp Pkwy Suite 400 Sunrise, Florida 33323	73.88%
Atlantic Development, L.P.	23611 Chagrin Blvd. Suite 200 Beachwood, Ohio 44122	24.75%

Beneficial interest holders of the above holding five percent (5%) or greater beneficial interests in Owner:

1. Itzhak Ezratti, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.
2. Maya Ezratti, individually and/or through trusts for her interests, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.
3. Misha Ezratti, individually and/or through trusts for his interests, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.
4. Maxie Ezratti, individually and/or through trusts for her interests, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.
5. A&W Realty, LLC, having an address of 23611 Chagrin Blvd., Beachwood, Ohio 44122 (none of the owners of this entity own a 5% or greater beneficial interest in the Owner).
6. Stuart O. Smith, individually and/or through trusts for his interests, having an address of 68 Long Point Drive, Amelia Island, Florida 32034.
7. Jane Q. Outcalt individually and/or through trusts for her interests, having an address of 14505 Hartwell Trail, Novelty, Ohio 44072.
8. William Francis, individually and/or through trusts for his interests, having an address of 2410 Pebblebrook, Westlake, Ohio 44145.



### PARTNERSHIP RESOLUTION

The undersigned general partner of ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership (the "Partnership"), hereby certifies that the following is a true and correct copy of a Resolution adopted at a duly called special meeting of the Partnership held at the office of the Partnership on February 21, 2013, at which meeting the general partner was present:

"WHEREAS, the Partnership, pursuant to the Civic Site Dedication Agreement (the "Agreement"), is required to convey to and in favor of Palm Beach County, a political subdivision of the State of Florida (the "County") that certain real property owned by the Partnership more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") and to provide the County with a title insurance policy (the "Title Policy") insuring the County's interest in the Property after such conveyance; and

WHEREAS, the Partnership desires to authorize Atlantic Commons Corporation, a Florida corporation, the sole general partner of the Partnership (the "General Partner"), to execute and deliver all agreements, documents, instruments, certificates, affidavits and statements in the name and on behalf of the Partnership necessary or required for the Partnership to convey the Property to and in favor of the County, provide the County with a Title Policy insuring the County's interest in the Property after such conveyance and otherwise perform in accordance with the terms of the Agreement.

NOW THEREFORE, it is hereby:

RESOLVED, that the General Partner is hereby authorized and empowered in the name and on behalf of the Partnership to make, execute and deliver all agreements, documents, instruments, certificates, affidavits and statements (collectively, the "Conveyance Documents") necessary or required for the Partnership to convey the Property to and in favor of the County, provide the County with a Title Policy insuring the County's interest in the Property after such conveyance and otherwise perform in accordance with the terms of the Agreement; and

FURTHER RESOLVED, that the General Partner is authorized and directed to make, execute and deliver in the name and on behalf of the Partnership all of the Conveyance Documents as the General Partner may consider necessary or appropriate, on such terms and provisions that the General Partner may agree to, in order to consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that the agreement of the General Partner and the Partnership of and to the terms and provisions of the Conveyance Documents executed by the General Partner in connection with the transaction contemplated in these resolutions shall be conclusively established by the General Partner's execution thereof; and

FURTHER RESOLVED, that the General Partner is authorized and directed to pay all fees, taxes, costs and expenses in the name and on behalf of the Partnership necessary or required for the Partnership to make, execute, deliver and convey the Property to and in favor of the County, to provide the County with a Title Policy insuring the County's interest in the Property after such conveyance, and to otherwise consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that any and all past actions taken by the General Partner in connection with the transaction contemplated in these resolutions are hereby approved, ratified and affirmed by the Partnership in all respects."

So certified this 21<sup>st</sup> day of February, 2013.

ATLANTIC COMMONS CORPORATION, a Florida corporation, General Partner

By: 

N. Maria Menéndez, Vice President

**EXHIBIT "A"**

**Legal Description of the Property**

A PORTION OF TRACTS 97, 98, 127 AND 128 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 104.83 FEET; THENCE SOUTH 89°22'44" WEST, ALONG THE NORTH LINE OF ATLANTIC AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 20894 AT PAGE 986 OF SAID PUBLIC RECORDS, A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°22'44" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 161.10 FEET; THENCE NORTH 46°00'36" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 33.41 FEET; THENCE NORTH 01°24'22" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 1298.28 FEET; THENCE SOUTH 89°25'11" EAST, A DISTANCE OF 230.34 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1317.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 6.276 ACRES, MORE OR LESS.

### **BOARD RESOLUTION/INCUMBENCY CERTIFICATE**

I hereby certify that I am the duly elected, qualified and serving Secretary of ATLANTIC COMMONS CORPORATION, a Florida corporation (the "Corporation"); that the Corporation is organized and existing under the laws of the State of Florida, having its principal place of business at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on February 21, 2013 at which a quorum was present and acting throughout; that such meeting was duly authorized by the By-Laws of the Corporation; that the actions taken at such meeting and reflected in the resolutions below are authorized by the By-Laws of the Corporation; that the resolutions below are now in full force and effect and have not been amended, modified or rescinded.

"RESOLVED, that Atlantic Commons Associates, LLLP, a Florida limited liability limited partnership (the "Partnership"), pursuant to the Civic Site Dedication Agreement (the "Agreement"), is required to convey to and in favor of Palm Beach County, a political subdivision of the State of Florida (the "County") that certain real property owned by the Partnership more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") and to provide the County with a title insurance policy (the "Title Policy") insuring the County's interest in the Property after such conveyance; and

FURTHER RESOLVED, that the Partnership has authorized Atlantic Commons Corporation, a Florida corporation, the sole general partner of the Partnership (the "Corporation"), to execute and deliver all agreements, documents, instruments, certificates, affidavits and statements (collectively, the "Conveyance Documents") in the name and on behalf of the Partnership necessary or required to convey the Property to and in favor of the County, provide the County with a Title Policy insuring the County's interest in the Property after such conveyance and otherwise perform in accordance with the terms of the Agreement; and

FURTHER RESOLVED, that the Corporation seeks to authorize N. Maria Menendez or Alan J. Fant, each as Vice President of the Corporation and each acting alone and without the other (each the "Authorized Officer"), to execute and deliver all of the Conveyance Documents in the name and on behalf of the Corporation necessary or required for the Partnership to convey the Property to and in favor of the County, provide the County with a Title Policy insuring the County's interest in the Property after such conveyance and otherwise perform in accordance with the terms of the Agreement; and

FURTHER RESOLVED, that the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to make, execute and deliver all of the Conveyance Documents necessary or required for the Partnership to convey the Property to and in favor of the County, provide the County with a Title Policy insuring the County's interest in the Property after such conveyance and otherwise perform in accordance with the terms of the Agreement; and

FURTHER RESOLVED, that the Authorized Officer is authorized and directed to make, execute and deliver in the name and on behalf of the Corporation all of the Conveyance Documents as the Authorized Officer may consider necessary or appropriate, on such terms and provisions that the Authorized Officer may agree to, in order to consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that the agreement of the Authorized Officer and the Corporation of and to the terms and provisions of the Conveyance Documents executed by the Authorized Officer in connection with the transaction contemplated in these resolutions shall be conclusively established by the Authorized Officer's execution thereof; and

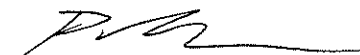
FURTHER RESOLVED, that the Authorized Officer is authorized and directed to pay all fees, taxes, costs and expenses in the name and on behalf of the Corporation required for the Corporation and Partnership to make, execute, deliver and convey the Property to and in favor of the County, to provide the County with a Title Policy insuring the County's interest in the Property after such conveyance, and to otherwise consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that any and all past actions taken by the Authorized Officer in connection with the transaction contemplated in these resolutions are hereby approved, ratified and affirmed by the General Partner in all respects.

FURTHER RESOLVED, that the Secretary or the Assistant Secretary of the General Partner be and is hereby authorized to affix the seal of the General Partner to any writings executed by the Authorized Officer in


connection with the foregoing, and to attest the same, but such attestation is not required to evidence any such writing as the act and deed of the General Partner."

So certified this 21<sup>st</sup> day of February, 2013.

  
Paul Corban, Secretary of Atlantic Commons Corporation, a Florida corporation

I, N. Maria Menendez, Vice President of ATLANTIC COMMONS CORPORATION, a Florida corporation, do hereby certify that, as of the date hereof, Paul Corban is the duly elected and qualified Secretary of said Corporation and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

So certified this 21<sup>st</sup> day of February, 2013.

  
N. Maria Menendez, Vice President of Atlantic Commons Corporation, a Florida corporation

**EXHIBIT "A"**

**Legal Description of the Property**

A PORTION OF TRACTS 97, 98, 127 AND 128 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



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SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 6.276 ACRES, MORE OR LESS.



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Detail by Entity Name

Florida Limited Partnership

BOYNTON BEACH ASSOCIATES XIX, LLLP

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Filing Information

Document Number

A03000000585

FEI/EIN Number

651182445

Date Filed

04/10/2003

State

FL

Status

ACTIVE

Last Event

MERGER

Event Date Filed

12/29/2005

Event Effective Date

NONE

Principal Address

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Changed 04/23/2009

Mailing Address

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Changed 04/23/2009

Registered Agent Name & Address

BOYNTON BEACH XIX CORPORATION  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Address Changed: 04/23/2009

General Partner Detail



Name & Address

Document Number P03000020870

BOYNTON BEACH XIX CORPORATION

① 207~

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Detail by Entity Name

Florida Profit Corporation

BOYNTON BEACH XIX CORPORATION

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Filing Information

Document Number P03000020870  
FEI/EIN Number 510447690  
Date Filed 02/20/2003  
State FL  
Status ACTIVE

Principal Address

1600 SAWGRASS CORP PARKWAY  
STE 400  
SUNRISE FL 33323 US  
Changed 05/01/2009

Mailing Address

1600 SAWGRASS CORP PARKWAY  
STE 400  
SUNRISE FL 33323 US  
Changed 05/01/2009

Registered Agent Name & Address

HELFMAN, STEVEN M  
1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323 US  
Name Changed: 05/01/2008  
Address Changed: 05/01/2009

Officer/Director Detail

Name & Address  
Title DP

EZRATTI, ITZHAK  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323  
  
Title VAS  
  
FANT, ALAN J  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323  
  
Title V  
  
NORWALK, RICHARD M  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323  
  
Title VT  
  
MENENDEZ, N. MARIA  
1600 SAWGRASS CORP PARKWAY STE 400  
SUNRISE FL 33323  
  
Title S  
  
CORBAN, PAUL  
1600 SAWGRASS CORP PARKWAY STE 400  
SUNRISE FL 33323  
  
Title V  
  
HELFMAN, STEVEN M  
1600 SAWGRASS CORP PARKWAY STE 400  
SUNRISE FL 33323

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Report Year Filed Date	
2010	04/29/2010
2011	04/22/2011
2012	04/22/2012

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<a href="#">05/05/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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## Detail by Entity Name

### Florida Limited Partnership

BOYNTON BEACH ASSOCIATES XXIV, LLLP

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### Filing Information

Document Number	A05000000327
FEI/EIN Number	202350208
Date Filed	02/11/2005
State	FL
Status	ACTIVE
Last Event	LLLP Statement of Qualification
Event Date Filed	02/15/2005
Event Effective Date	NONE

### Principal Address

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
Changed 04/23/2009

### Mailing Address

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
Changed 04/23/2009

### Registered Agent Name & Address

BOYNTON BEACH XXIV CORPORATION  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
Name Changed: 05/01/2008  
Address Changed: 04/23/2009

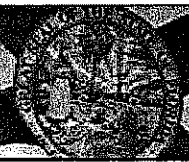

### General Partner Detail

#### Name & Address

Document Number P05000019373

2 2/2

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Detail by Entity Name

Florida Profit Corporation

BOYNTON BEACH XXIV CORPORATION

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Filing Information

Document Number P05000019373  
FEI/EIN Number 202344401  
Date Filed 02/07/2005  
State FL  
Status ACTIVE

Principal Address

1600 SAWGRASS CORP PKWY  
SUITE 400  
SUNRISE FL 33323  
  
Changed 05/01/2009

Mailing Address

1600 SAWGRASS CORP PKWY  
SUITE 400  
SUNRISE FL 33323  
  
Changed 05/01/2009

Registered Agent Name & Address

HELFMAN, STEVEN M ESQ.  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
  
Name Changed: 05/01/2008  
Address Changed: 05/01/2009

Officer/Director Detail

Name & Address

Title PD

ITZHAK, EZRATTI

http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq\_doc\_number=P050000193... 2/20/2013

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Title VAS

FANT, ALAN J  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Title VT

MENENDEZ, N. MARIA  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Title S

CORBAN, PAUL  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

Title V

NORWALK, RICHARD M  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323

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2011	04/22/2011
2012	04/22/2012

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<a href="#">04/22/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">No Events</a>	<a href="#">No Name History</a>	<input type="button" value="Submit"/>			
<b>Detail by Entity Name</b>					
<b>Florida Limited Liability Company</b>					
DELRAY BEACH ASSOCIATES I, LLC					
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Document Number L11000121302					
FEI/EIN Number 453679908					
Date Filed 10/24/2011					
State FL					
Status ACTIVE					
<b>Principal Address</b>					
1600 SAWGRASS CORPORATE PARKWAY SUITE 400 SUNRISE FL 33323					
<b>Mailing Address</b>					
1600 SAWGRASS CORPORATE PARKWAY SUITE 400 SUNRISE FL 33323					
<b>Registered Agent Name &amp; Address</b>					
HELFMAN, STEVEN M ESQ. 1600 SAWGRASS CORPORATE PARKWAY SUITE 400 SUNRISE FL 33323					
<b>Manager/Member Detail</b>					
<b>Name &amp; Address</b>					
Title MGRM					
BOYNTON BEACH ASSOCIATES XIX, LLLP 1600 SAWGRASS CORPORATE PARKWAY, SUITE 400 SUNRISE FL 33323					
<b>Annual Reports</b>					
<b>Report Year Filed Date</b>					
2012 04/24/2012					
<b>Document Images</b>					
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<a href="#">10/24/2011 -- Florida Limited Liability</a>		<input type="button" value="View image in PDF format"/>			
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## Detail by Entity Name

### Florida Profit Corporation

BOYNTON BEACH XIX CORPORATION

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Document Number P03000020870  
FE/EIN Number 510447690  
Date Filed 02/20/2003  
State FL  
Status ACTIVE

#### Principal Address

1600 SAWGRASS CORP PARKWAY  
STE 400  
SUNRISE FL 33323 US  
Changed 05/01/2009

#### Mailing Address

1600 SAWGRASS CORP PARKWAY  
STE 400  
SUNRISE FL 33323 US  
Changed 05/01/2009

#### Registered Agent Name & Address

HELFMAN, STEVEN M  
1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323 US  
Name Changed: 05/01/2008  
Address Changed: 05/01/2009

#### Officer/Director Detail

**Name & Address**  
Title DP  
EZRATTI, ITZHAK  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323  
Title VAS  
FANT, ALAN J  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323  
Title V

NORWALK, RICHARD M  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323  
  
Title VT  
  
MENENDEZ, N. MARIA  
1600 SAWGRASS CORP PARKWAY STE 400  
SUNRISE FL 33323  
  
Title S  
  
CORBAN, PAUL  
1600 SAWGRASS CORP PARKWAY STE 400  
SUNRISE FL 33323  
  
Title V  
  
HELFMAN, STEVEN M  
1600 SAWGRASS CORP PARKWAY STE 400  
SUNRISE FL 33323

Annual Reports

Report Year	Filed Date
2010	04/29/2010
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2012	04/22/2012

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<a href="#">05/03/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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[Previous on List](#)   [Next on List](#)   [Return To List](#)

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(4)

1/2

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS	
<a href="#">Home</a>	<a href="#">Contact Us</a>
<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>
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[Previous on List](#)   [Next on List](#)   [Return To List](#)

Entity Name Search

[Events](#)   [Name History](#)

## Detail by Entity Name

### Florida Limited Partnership

BOCA RATON ASSOCIATES VI, LLLP

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Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.

### Filing Information

Document Number	A03000001160
FEI/EIN Number	571182163
Date Filed	08/14/2003
State	FL
Status	ACTIVE
Last Event	CONTRIBUTION CHANGE
Event Date Filed	05/06/2005
Event Effective Date	NONE

### Principal Address

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
Changed 04/23/2009

### Mailing Address

1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
Changed 04/18/2012

### Registered Agent Name & Address

BOCA RATON VI CORPORATION  
1600 SAWGRASS CORP PKWY, SUITE 400  
SUNRISE FL 33323  
Name Changed: 05/01/2008  
Address Changed: 04/23/2009

### General Partner Detail

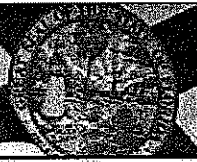

#### Name & Address

Document Number P03000085483

(4)

292

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



HomeContact UsE-Filing ServicesDocument SearchesFormsHelp

[Previous on List](#)

[Next on List](#)

[Return To List](#)

Entity Name Search

No Events

No Name History

Detail by Entity Name

Florida Profit Corporation

BOCA RATON VI CORPORATION

This detail screen does not contain information about the 2013 Annual Report.  
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Filing Information

Document Number

P03000085483

FEI/EIN Number

571182161

Date Filed

08/05/2003

State

FL

Status

ACTIVE

Principal Address

1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323

Changed 05/01/2009

Mailing Address

1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323

Changed 05/01/2009

Registered Agent Name & Address

HELFMAN, STEVEN M ESQ  
1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323

Name Changed: 05/01/2008  
Address Changed: 05/01/2009

Officer/Director Detail

Name & Address

Title DP

http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq\_doc\_number=P030000854... 2/20/2013



EZRATTI, ITZHAK  
1600 SAWGRASS CORP PKWY STE 400  
SUNRISE FL 33323  
  
Title VAS  
  
FANT, ALAN J  
1600 SAWGRASS CORP PKWY STE 400  
SUNRISE FL 33323  
  
Title V  
  
NORWALK, RICHARD M  
1600 SAWGRASS CORP PKWY STE 400  
SUNRISE FL 33323  
  
Title VT  
  
MENENDEZ, N. MARIA  
1600 SAWGRASS CORP PKWY STE 400  
SUNRISE FL 33323  
  
Title S  
  
CORBAN, PAUL  
1600 SAWGRASS CORP PKWY STE 400  
SUNRISE FL 33323

Annual Reports

Report Year Filed Date	
2010	04/29/2010
2011	04/22/2011
2012	04/22/2012

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<a href="#">04/22/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">05/01/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">05/03/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/05/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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[Previous on List](#)   [Next on List](#)   [Return To List](#)



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No Name History

Entity Name Search

(5) 192

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



HomeContact UsE-Filing ServicesDocument SearchesFormsHelp

[Previous on List](#)[Next on List](#)[Return To List](#)

Entity Name Search

No EventsNo Name History

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## Detail by Entity Name

### Florida Limited Partnership

BOCA RATON ASSOCIATES VII, LLLP

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Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.

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### Filing Information

Document Number	A12000000817
FEI/EIN Number	NONE
Date Filed	12/06/2012
State	FL
Status	ACTIVE

### Principal Address

1600 SAWGRASS CORPORATE PARKWAY, STE. 400  
SUNRISE FL 33323

### Mailing Address

1600 SAWGRASS CORPORATE PARKWAY, STE. 400  
SUNRISE FL 33323

### Registered Agent Name & Address

HELFMAN, STEVEN M ESQ.  
1600 SAWGRASS CORPORATE PARKWAY, STE. 400  
SUNRISE FL 33323

### General Partner Detail

**Name & Address**

Document Number P12000099663  
BOCA RATON VII CORPORATION  
1600 SAWGRASS CORPORATE PARKWAY, STE. 400  
SUNRISE FL 33323



### Annual Reports

No Annual Reports Filed

### Document Images

(5) 292

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



HomeContact UsE-Filing ServicesDocument SearchesFormsHelp

[Previous on List](#)[Next on List](#)[Return To List](#)

Entity Name Search

No EventsNo Name History

## Detail by Entity Name

### Florida Profit Corporation

BOCA RATON VII CORPORATION

This detail screen does not contain information about the 2013 Annual Report.  
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### Filing Information

Document Number P12000099663  
FEI/EIN Number NONE  
Date Filed 12/05/2012  
State FL  
Status ACTIVE

### Principal Address

1600 SAWGRASS CORPORATE PARKWAY  
SUITE 400  
SUNRISE FL 33323

### Mailing Address

1600 SAWGRASS CORPORATE PARKWAY  
SUITE 400  
SUNRISE FL 33323

### Registered Agent Name & Address

HELFMAN, STEVEN M ESQ.  
1600 SAWGRASS CORPORATE PARKWAY  
SUITE 400  
SUNRISE FL 33323

### Officer/Director Detail

Name & Address  
NONE

### Annual Reports

No Annual Reports Filed

### Document Images


[12/05/2012 -- Domestic Profit](#)

### SECRETARY'S CERTIFICATE

The undersigned, Paul Corban, as Secretary of Boca Raton VII Corporation, a Florida corporation (the "Corporation"), hereby certifies that:

1. The Corporation is the sole general partner of Boca Raton Associates VII, LLLP, a Florida limited liability limited partnership (the "Partnership").
2. Alan Fant is a Vice President of the Corporation.



Executed this 21<sup>st</sup> day of February, 2013.

  
\_\_\_\_\_  
Paul Corban, Secretary

[CORPORATE SEAL]

(6) 1072

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HomeContact UsE-Filing ServicesDocument SearchesFormsHelp

[Previous on List](#)[Next on List](#)[Return To List](#)

Entity Name Search

No EventsNo Name History

Submit

Detail by Entity Name

Florida Limited Partnership

BOCA RATON ASSOCIATES VIII, LLLP

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Filing Information

Document Number A12000000819  
FEI/EIN Number NONE  
Date Filed 12/06/2012  
State FL  
Status ACTIVE

Principal Address

1600 SAWGRASS CORPORATE PARKWAY, SUITE 400  
SUNRISE FL 33323

Mailing Address

1600 SAWGRASS CORPORATE PARKWAY, SUITE 400  
SUNRISE FL 33323

Registered Agent Name & Address

HELFMAN, STEVEN M ESQ.  
1600 SAWGRASS CORPORATE PARKWAY, SUITE 400  
SUNRISE FL 33323

General Partner Detail

Name & Address  
Document Number P12000099550  
BOCA RATON VIII CORPORATION  
1600 SAWGRASS CORPORATE PARKWAY, SUITE 400  
SUNRISE FL 33323



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No Annual Reports Filed

Document Images

6 2012

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DIVISION OF CORPORATIONS



[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [Help](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

No Events

No Name History

Submit

Detail by Entity Name

Florida Profit Corporation

BOCA RATON VIII CORPORATION

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Filing Information

Document Number P12000099550  
FEI/EIN Number NONE  
Date Filed 12/05/2012  
State FL  
Status ACTIVE

Principal Address

1600 SAWGRASS CORPORATE PARKWAY  
SUITE 400  
SUNRISE FL 33323

Mailing Address

1600 SAWGRASS CORPORATE PARKWAY  
SUITE 400  
SUNRISE FL 33323

Registered Agent Name & Address

HELFMAN, STEVEN M ESQ.  
1600 SAWGRASS CORPORATE PARKWAY  
SUITE 400  
SUNRISE FL 33323 US

Officer/Director Detail

Name & Address  
NONE

Annual Reports

No Annual Reports Filed

Document Images


12/05/2012 -- Domestic Profit

### SECRETARY'S CERTIFICATE

The undersigned, Paul Corban, as Secretary of Boca Raton VIII Corporation, a Florida corporation (the "Corporation"), hereby certifies that:

1. The Corporation is the sole general partner of Boca Raton Associates VIII, LLLP, a Florida limited liability limited partnership (the "Partnership").
2. Alan Fant is a Vice President of the Corporation.



Executed this 21<sup>st</sup> day of February, 2013.

  
\_\_\_\_\_  
Paul Corban, Secretary

[CORPORATE SEAL]

(7)

10/2

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
<a href="#">Home</a>	<a href="#">Contact Us</a>	<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>	<a href="#">Forms</a>	<a href="#">Help</a>

[Previous on List](#)   [Next on List](#)   [Return To List](#)   [Entity Name Search](#)

No Events   No Name History

## Detail by Entity Name

### Florida Limited Partnership

ATLANTIC COMMONS ASSOCIATES, LLLP

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### Filing Information

Document Number A08000000782  
FEI/EIN Number 263287935  
Date Filed 08/28/2008  
State FL  
Status ACTIVE

### Principal Address

1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323  
Changed 04/27/2009

### Mailing Address

1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323  
Changed 04/27/2009

### Registered Agent Name & Address

ATLANTIC COMMONS CORPORATION  
1600 SAWGRASS CORP PKWY  
STE 400  
SUNRISE FL 33323  
Name Changed: 04/27/2009  
Address Changed: 04/27/2009



### General Partner Detail

#### Name & Address

Document Number P08000080219



⑦ 2/2

<b>FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS</b>					
<a href="#">Home</a>	<a href="#">Contact Us</a>	<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>	<a href="#">Forms</a>	<a href="#">Help</a>
<a href="#">Previous on List</a>		<a href="#">Next on List</a>	<a href="#">Return To List</a>	<a href="#">Entity Name Search</a>	
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<b>Detail by Entity Name</b>					
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ATLANTIC COMMONS CORPORATION					
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FEI/EIN Number 263287858					
Date Filed 08/28/2008					
State FL					
Status ACTIVE					
<b>Principal Address</b>					
1600 SAWGRASS CORPORATE PARKWAY SUITE 400 SUNRISE, FL 33323					
Changed 05/01/2009					
<b>Mailing Address</b>					
1600 SAWGRASS CORPORATE PARKWAY SUITE 400 SUNRISE FL 33323					
Changed 04/19/2011					
<b>Registered Agent Name &amp; Address</b>					
HELFMAN, STEVEN M ESQ 1600 SAWGRASS CORP PKWY SUITE 400 SUNRISE FL 33323					
Address Changed: 05/01/2009					
<b>Officer/Director Detail</b>					
<b>Name &amp; Address</b>					
Title DP					
EZRATTI, ITZHAK 1600 SAWGRASS CORP PKWY, STE 400 SUNRISE FL 33323					
Title V					
NORWALK, RICHARD 1600 SAWGRASS CORP PKWY, STE 400 SUNRISE FL 33323					
Title VAS					
FANT, ALAN J 1600 SAWGRASS CORP PKWY, STE 400					

SUNRISE FL 33323

Title VT

MENENDEZ, N. MARIA  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323

Title S

CORBAN, PAUL  
1600 SAWGRASS CORP PKWY, STE 400  
SUNRISE FL 33323

Annual Reports

Report Year	Filed Date
2010	04/29/2010
2011	04/19/2011
2012	04/22/2012

Document Images

<a href="#">04/22/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">05/01/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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