



**Engineering and
Public Works Department**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

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County Administrator

Joseph Abruzzo

May 14, 2026

John M. Donaldson, P.E.
JMD Engineering, Inc.,
800 Crestwood Court S., #807
Royal Palm Beach, FL 33411

**RE: The Bertani at Broken Sound
Project #: 260506 (Previously: 260106)
Traffic Performance Standards (TPS) Review**

Dear Mr. Donaldson:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated April 27, 2026, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Boca Raton
Location:	West side of Broken Sound Parkway, ± 0.35 miles south of Clint Moore Road
PCN:	06-42-47-01-03-013-0020
Access:	Two existing full access driveway connections onto Broken Sound Parkway <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Office Spaces = 103,250 SF.
Proposed Uses:	The site is proposed to add multi-family residential units and retail, resulting in the following Land Use on the site: Office Spaces = 103,250 SF, Multi-family Mid-rise Residential = 60 DUs, and Retail Space = 2,664 SF.
Net Daily Trips:	275 (Existing – Proposed)
Net Peak Hour Trips:	20 (5/15) AM; 21 (14/7) PM (Existing – Proposed)
New Daily Trips:	1,282
New Peak Hour Trips:	161 (129/32) AM; 155 (36/119) PM
Build-out:	December 31, 2029

Based on the review, the Traffic Division has determined that the proposed development meets the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is not expected to have any significant impact on non-municipal roadways or intersections.

Please note that none of the municipal roadway analysis was reviewed as part of this TPS review, since the TPS standards do not apply to the municipal roadways. The City is encouraged to do its own evaluation of the driveway classification and turn lane analysis, as these items were not reviewed by the County.

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John M. Donaldson, P.E.
May 14, 2026
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Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above, or as amended in the future. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

A handwritten signature in black ink that reads "Rahman".

Moshir Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:ep

cc: Addressee
Jim Bell, Long Range Project Manager, City of Boca Raton
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division
Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
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THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

PLANNING & INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK ROAD NORTH, 200
RIVIERA BEACH, FL 33404

PHONE: 561-434-8020 / FAX: 561-434-8942

WWW.PALMBEACHSCHOOLS.ORG

MICHAEL J. BURKE
SUPERINTENDENT

JOSEPH M. SANCHES, MBA
CHIEF OPERATING OFFICER

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	Submittal Date	04/02/2026		
	SCAD No.	26040202D – D. O.		
	FLU /Rezoning/D.O. No.	SPA-23-03/CIMD – City of Boca Raton		
	PCN No. / Address	06-42-47-01-03-013-0020 / 6001 NW Broken Sound Parkway		
	Development Name	The Bertani at Broken Sound		
	Owner / Agent Name	6001 BSP Associates, LLC / Cindy England		
	SAC No.	314B		
	Proposed D. O.	60 Mid-Rise Apt/Condo Units		
Impact Review		Calusa Elementary School	Omni Middle School	Spanish River High School
	New Students Generated	2	1	2
	Capacity Available	189	438	-261
	Projected Utilization	84%	69%	110%
School District Staff's Recommendation	<p>Based on the findings and evaluation of the proposed development, there will be a negative impact on the public-school system. Given the recent increases in school impact fees, effective January 1, 2023, much of these impacts will be mitigated. The impact fees, however, will not fully cover impacts to the school system. Therefore, if the proposed development is approved by City Council and if the Developer voluntarily agrees, School District staff recommends the following condition to mitigate such impacts.</p> <p>In order to address the school capacity deficiency generated by this proposed development at the District high school level, the property owner shall contribute \$32,692.00 to the School District of Palm Beach County prior to the issuance of first building permit.</p> <p>This voluntary school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied).</p> <p>Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on September 13, 2022.</p>			
Validation Period	<p>1) This determination is valid from 04/10/2026 to 04/09/2027 or the expiration date of the site-specific development order approved during the validation period.</p> <p>2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to 04/09/2027 or this determination will expire automatically on 04/09/2027.</p>			
Notice	<p>School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.</p>			

Joyce Cai

School District Representative Signature

Joyce C. Cai, Senior Planner

Print Name & Title

April 10, 2026

Date

joyce.cai@palmbeachschools.org

Email Address

CC: Jacob German, Senior Planner, City of Boca Raton
Joyell Shaw, PIR Manager, School District of Palm Beach County

This Instrument was prepared by:
Jeri Poller, Esq.
Arvida Corporation
998 S. Federal Highway
Boca Raton, Florida
33432

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR ARVIDA PARK OF COMMERCE WEST

THIS DECLARATION, Made this 7th day of June, 1978,
by ARVIDA CORPORATION (the "Developer"), a Delaware
corporation, which declares that the real property hereinafter
described, which is owned by Developer (hereinafter referred to
as "Arvida Park of Commerce West") is and shall be held,
transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements, charges and liens
(sometimes hereinafter referred to as "Covenants and
Restrictions") hereinafter set forth. The purpose of these
Covenants and Restrictions is to establish uniform standards of
development quality for the light industrial, research and
office park known as Arvida Park of Commerce West.

I DEFINITIONS

The following words, when used in this Declaration shall
have the following meanings:

A. "Association" shall mean and refer to Arvida Park of
Commerce West Association, Inc., a Florida corporation not for
profit. This is the Declaration of Covenants and Restrictions
to which the Articles of Incorporation (the "Articles") and By-
Laws (the "By-Laws") of the Association make reference. Copies
of the Articles and By-Laws are attached hereto and made a part
hereof as Exhibits A and B respectively.

B. "Developer" shall mean and refer to Arvida
Corporation, a Delaware corporation, or its successors or
assigns as shall acquire the undeveloped portion of Arvida Park
of Commerce West from the Developer for the purpose of
development and is designated as such by Arvida Corporation.

C. "Arvida Park of Commerce West" or "Property" shall
mean and refer to all properties which are subject to this
Declaration, more specifically described in Article II Section
1. as hereinafter provided.

D. "Lot" shall mean and refer to any parcel of the
Property in Arvida Park of Commerce West, together with any and
all improvements thereon, created and existing by a record plat recorded
after January 1, 1978, in the Public Records of Palm Beach County,
Florida, on which an industrial, office or research or other
structure according to the terms of this declaration could be
constructed whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of the fee simple
title to a Lot or any other portion of the Property, including contract
sellers (but not contract purchasers).

F. "Common Area" shall mean and refer to all real and/or
personal property which the Association and/or the Developer
owns for the common use and enjoyment of the members of the
Association, and all real and/or personal property within or in
the vicinity of the Arvida Park of Commerce West in which the
Association and/or the Developer has an interest for the common
use and enjoyment of the members of the Association, including,
without limitation, a right of use (such as but not limited to,
easements for surface water collection and retention). The use
of the Common Area shall be restricted to park landscape, entry
features, directional graphic system, drainage, landscape
medians, security, safety, bicycle paths, roads, project
lighting and recreational purposes or any other use to which a

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Boca Raton, Florida 33432
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majority of the membership of the Association may accede. Developer agrees that all of the Common Area, fee simple title to which may be owned or held by Developer shall be conveyed to the Association not later sixty (60) days after Developer relinquishes control of the Board of Directors pursuant to Article V B. of the Articles.

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Boca Raton, Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

A parcel of land lying in part of Sections 1 and 12, Township 47 South, Range 42 East, Boca Raton, Palm Beach County, Florida and more particularly described as follows:

Commencing at the Southwest corner of said Section 1; thence South 88°35'05" East (for convenience all bearings shown herein are relative to an assumed meridian) along the South Line of said Section 1, a distance of 70.02 feet to the East Right-of-Way Line of Military Trail (State Road 809) as now laid out and in use and the POINT OF BEGINNING of this description; thence North 00°00'35" East, parallel with and 70 feet East of, the West Line of said Section 1, a distance of 2745.52 feet to the South Line of the northwest one-quarter of said Section 1; thence continue North 00°00'35" West along said East Right-of-Way Line of Military Trail, a distance of 2758.82 feet to the North Line of said Section 1; thence South 89°29'20" East along said North Line, a distance of 1947.92 feet; thence South 00°30'40" West, a distance of 1321.38 feet; thence South 89°06'49" East, a distance of 300.44 feet; thence South 00°11'25" West, a distance of 1450.00 feet to the North Line of the southwest one-quarter of said Section 1; thence South 89°06'49" East along said North Line, a distance of 367.26 feet to the Northwest Corner of the southeast one-quarter of said Section 1; thence South 89°06'49" East along said North Line, a distance of 1672.43 feet; thence South 00°28'33" West, a distance of 1994.23 feet; thence North 88°35'39" West along the North Line of the property owned by Hollymatic, a distance of 500 feet; thence South 00°28'33" West along the West Line of Hollymatic, a distance of 790.00 feet to the North Line of said Section 12; thence continue South 00°28'33" West, a distance of 80.01 feet to the North Right-of-Way line of 51st Street Northwest (Yamato Road); thence North 88°35'39" West along said North Right-of-Way Line, a distance of 1161.37 feet; thence North 88°35'05" West, a distance of 2587.23 feet to the said East Right-of-Way Line of Military Trail; thence

North 00°-00'35" East along said East Right-of-Way Line, a distance of 80.03 feet to the POINT OF BEGINNING.

LESS BROKEN SOUND GOLF COURSE described as follows:

Commencing at the Southwest Corner of said Section 1; thence South 88°35'05" East along the South Line of said Section 1, a distance of 70.02 feet to the East Right-of-Way Line of Military Trail and the POINT OF BEGINNING of the following described golf course; thence North 00°00'35" East, parallel with and 70 feet East of, the West Line of said Section 1, a distance of 735 feet; thence North 85°47'40" East, a distance of 576.56 feet; thence North, a distance of 1916.84 feet; thence North 89°06'49" West, parallel to the North Line of the southwest one-quarter of Section 1, a distance of 574.74 feet to the East Right-of-Way Line of said Military Trail; thence North 00°00'35" East, a distance of 42.50 feet; thence North 00°00'35" West along said East Right-of-Way Line, a distance of 42.50 feet; thence South 89°06'49" East, parallel with and 85 feet North of, a previously described course, a distance of 569.74 feet; thence North, a distance of 1702.74 feet; thence East, a distance of 620 feet; thence North, a distance of 416.75 feet to the South Right-of-Way Line of Clint Moore Road; thence South 89°29'20" East, parallel with and 595 feet South of, the North Line of said Section 1, a distance of 150.01 feet; thence South, a distance of 300 feet to the beginning of a curve concave to the northeast having a radius of 455 feet and a central angle of 44°10'05"; thence southerly and southeasterly along the arc of said curve, a distance of 350.75 feet; thence South 45°49'55" West along a line radial to the last described curve, a distance of 165.38 feet; thence South, a distance of 1440.46 feet to the North Line of the southwest one-quarter of said Section 1; thence continue South, a distance of 100 feet; thence South 49°51'16" East, a distance of 363.46 feet; thence South 89°06'49" East, a distance of 264.62 feet to a point on a curve concave to the northeast having a radius of 617.08 feet and a central angle of 65°12'02" and whose tangent at this point bears North 25°47'58" West; thence southeasterly and easterly along the arc of said curve, a distance of 702.22 feet; thence North 89°00'00" East, a distance of 160.00 feet; thence South 01°00'00" East, a distance of 410.00 feet; thence South 47°50'51" East, a distance of 219.32 feet; thence North 89°00'00" East, a distance of 770.00 feet; thence South 01°00'00" East, a distance of 420.94 feet; thence South 89°00'00" West, a distance of 452.50 feet; thence South 48°15'00" West, a distance of 200.00 feet; thence South 02°21'32" East, a distance of 386.25 feet; thence South 72°00'00" West, a

distance of 377.80 feet to the beginning of a curve concave to the southeast having a radius of 367.58 feet and a central angle of 29°48'35"; thence southwesterly along the arc of said curve, a distance of 191.25 feet; thence North 47°48'35" West along a line radial to the last described curve, a distance of 129.77 feet; thence North 88°35'05" West, a distance of 383.10 feet; thence North 01°24'55" East, a distance of 395 feet; thence North 88°35'05" West, a distance of 387.50 feet; thence South 61°40'14" West, a distance of 221.71 feet; thence South 01°24'55" West, a distance of 150.00 feet; thence North 88°35'05" West, a distance of 275.00 feet; thence South 57°11'11" West, a distance of 240.00 feet; thence South 46°44'57" West, a distance of 405.42 feet; thence South 04°25'41" West, a distance of 190.26 feet to the South Line of said Section 1; thence North 88°35'05" West along said South Line, a distance of 620.00 feet to the East Right-of-Way Line of Military Trail and the POINT OF BEGINNING.

LESS the following described parcel; being the East 250 feet of the West 434 feet of the North 250 feet of the South 290 feet of the Northwest one-quarter of said Section 1.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Withdrawal of Land. Developer may, but shall have no obligation to, withdraw at any time or from time to time portions of the land described in Section 1, of this Article, provided only that the withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the prorata share of Association Expenses payable by the Owners of Property remaining subject hereto after such withdrawal. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to the lands to be withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of Land in Arvida Park of Commerce West.

III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to portions of the Property, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a portion of the Property, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Property.

Section 2. Voting. Voting rights in the Association shall be as are set forth in the Articles of the Association attached hereto and made a part hereof.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any portion of the Property from time to time constituting a Lot, as said term is hereinabove defined (by acceptance of a deed for such portion of the Property, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment. No portion of any Property which does not constitute a Lot as that term is defined herein will be liable for any annual or special assessment under this section.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Owners of Arvida Park of Commerce West and in particular for the improvement and maintenance of the Common Areas and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1000.00 per acre per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinabove set forth, however, the maximum assessment may not be increased at any time without the written consent of two-thirds (2/3) of the Lot Owners.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each acre and portion thereof of each Lot in Arvida Park of Commerce West.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association.

The lien of the Association upon a Lot shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of ten percent (10%) per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. As Common Area as defined in Article I hereof;

C. As Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot devoted to light industrial, research, office park or related use or commercial use shall be exempt from said assessments, charges or lien.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Property requiring same, when necessary in the opinion of the Board of Directors of the Association to avoid blight and to preserve the beauty, quality and value of the Property, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup landscaping and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Property in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Property and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot or the Property, nor shall any addition, change or alteration therein or thereof be made, nor any subdivision platting or replatting of any Lot or Lots, or the Property be made unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which may be obtained at the office of the Association.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot or other Property in Arvida Park of Commerce West. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one Lot or other Property in Arvida Park of Commerce West, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting and are approved in writing by the Developer. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- B. To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot or Property in Arvida Park of Commerce West, together with a copy of any City of Boca Raton Permits. The ARB may also require submission of samples of building materials and colors proposed for

use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required City of Boca Raton approvals.

- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property in Arvida Park of Commerce West and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.
- D. To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.
- E. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. In the event such fees, as well as any other costs or expenses of the ARB pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Association on the Property, pursuant to Article V Sections 8, 9 and 10.

VIII RESTRICTIONS

Section 1. Use Regulations. Permitted uses are as established in the City of Boca Raton Light Industrial and Research Park (LIRP) Zoning District Regulations. Primary uses are light industry, research and office, and such uses and purposes incidental and accessory thereto.

Section 2. Plot Size. Each plot of Land shall contain a minimum of a two and one-half (2.5) acres. No parcel shall be subdivided without the prior written approval of Developer.

Section 3. Plot Coverage. The maximum percentage of a building parcel covered by improvements shall be such percentage as required by the municipal regulations as they are from time to time amended.

Section 4. Required Yards. Minimum front, side or rear yard set-back requirements shall be as required by the municipal regulations as they are from time to time amended.

Section 5. Notwithstanding anything to the contrary contained in Sections 1 through 4 above, all or any portion of the Arvida Park of Commerce West lying north of the north right-of-way line of the LWDD L-41 Canal may be rezoned for any non-residential use and in the event any portion is so rezoned, it may be submitted to any use and developed in any manner in compliance with the municipal zoning regulations applicable to the zoning district to which such property is so rezoned. All or any portion of the Arvida Park of Commerce West lying south of the south right-of-way line of the LWDD L-41 Canal may be rezoned but only to a Light Industrial and Research Park 2.5 (LIRP-2.5) District. In the event any portion of the Property is so rezoned it may be submitted to any use and developed in any manner in compliance with the municipal zoning regulations applicable to the zoning district to which such property is so rezoned. Sections 1 through 4 of this Article VIII shall not apply to such rezoned Property.

Section 6. Loading, Service and Outside Storage. Each parcel of the Land devoted to site development shall provide sufficient on site loading facilities to accommodate site activities, and all loading movement, including turnarounds, shall be made off of the public right-of-way. Loading docks shall be located and screened so as to minimize their visibility from any street or other right-of-way. Screening of service areas, loading docks and so forth may consist of any approved combination of earth mounding, landscaping, walls and/or fencing. No materials, supplies or equipment shall be permitted to remain outside of any building. However, tanks, motors, and special industrial equipment will be permitted to remain outside of any building as long as they are screened from the street and surrounding property. Rubbish and garbage facilities shall be screened so as not to be visible from any street or right-of-way.

Section 7. Site Furniture. Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the Association as elsewhere herein provided.

Section 8. Curb Cuts. It is intended that curb cuts on boundary streets be minimized. Curb cuts on boundary streets shall be at least 400 feet apart (center spacing), at least two hundred (200) feet from any street intersection, and a maximum of twenty-four (24) feet in width. Joint curb cuts may be developed to serve abutting parcels and are favorably encouraged. Boundary streets as used herein shall mean Yamato Road (51st Street), Congress Avenue and Military Trail.

Section 9. Drainage and Water Retention. Each individual development within the Arvida Park of Commerce West must conform to the Park of Commerce West Water Management Plan, as it may from time to time be amended. (Attached as an Exhibit to the Architectural Planning Criteria). For purposes of drainage, water retention and groundwater recharge, each parcel shall be developed with a drainage basin, a water retention pond or lake as required by the jurisdiction governing drainage. If planned as a unit, two or more parcels may be combined into a single drainage basin. The practice of combining drainage basins is encouraged. Any further subdivision of any parcel must be accomplished so that each subdivided parcel drains to the water retention area. All drainage and water retention plans must be submitted to the ARB prior to their institution. Once the ARB has determined the plans are in conformity with the Park of Commerce West Water Management Plan, it shall approve the submitted plans in writing. In the event drainage and water retention plans have not had the prior approval of the ARB, the Owner shall, upon demand of the ARB, make all necessary changes in its drainage and water retention development to conform with the requirements of the ARB, and shall bear all costs and expenses of the ARB or the Owner in making said changes.

Section 10. Building/Mechanical Equipment. All mechanical equipment servicing buildings, including roof mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design.

Section 11. Site Grading. Site grading shall be subject to the approval of the Architectural Review Board and shall be in conformance with the Architectural Planning Criteria of the Association.

Section 12. Pedestrian and Bike Path System and Common Open Space. A continuous common open space, pedestrian walkway and bike path system shall be developed and maintained throughout Arvida Park of Commerce West as set forth in the Architectural Planning Criteria. Bike paths shall be six feet wide and sidewalks shall be a minimum of five feet wide.

Section 13. Parking. Parking on the streets in Arvida Park of Commerce West is strictly prohibited. All parking within the Arvida Park of Commerce West shall only be in designated parking areas.

Section 14. Streets. All streets and roads, excluding Clint Moore Road, in the Arvida Park of Commerce West will be private.

Section 15. Signs and Graphics. Signs and sign location within the project shall be subject to the review of the Architectural Review Board and should conform to the Architectural Planning Criteria and any graphics criteria attached thereto.

Section 16. Exterior Lighting. Exterior lighting is subject to the review of the Architectural Review Board and should be in conformance with the Architectural Planning Criteria.

Section 17. Landscaping. All landscaping is subject to the review of the Architectural Review Board and should conform to the Architectural Planning Criteria.

Section 18. Utilities. All electrical and telecommunication transmission lines within the land other than those existing on the date of this Declaration shall be installed and maintained underground.

Section 19. Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance especially along the perimeters of any Lot or other Property. The Association shall from time to time observe site and landscape maintenance and if not satisfied with the level of maintenance on a site shall notify the owner in writing. If within fifteen (15) days from notification, in the Association's opinion maintenance has not been brought to acceptable standards in conformance with the following maintenance standards the Association may order the work done at the site Owner's expense and may treat the charge as an assessment pursuant to Article VI hereof. The Association shall appoint a maintenance committee which shall have the responsibility to amend and enforce the following maintenance standards;

A. Trash

All trash and garbage shall be placed in designated containers, or within the owner's contained service area and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the decision of the Maintenance Committee and its decision shall be final. A schedule for regular trash removal shall be provided by the Maintenance Committee and such schedule will reflect the capacity of the local agencies for trash removal. Yards and landscape areas will be kept free of trash, leaves and dead landscaping materials.

B. Landscaping

All landscaped areas including sodden areas, shall be regularly irrigated as required, and shall receive regular maintenance including trimming, fertilization, mowing and replacement of diseased plant materials as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Arvida Park of Commerce West and to maintain a uniform and sightly appearance.

C. Parking Lot and Sidewalks

All parking lot, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or

replaced as required. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

D. Lighting

Levels of light intensity in the parking areas of all exterior walkways shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

E. Painting

All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

F. Signs

All signs shall be maintained in good repair so as to be clear and legible.

Section 20. Restrictions and Covenants Running with the Land. The foregoing agreements, covenants, conditions and restrictions shall constitute a servitude in and upon the Land and every part thereof, and shall run with the Land and inure to the benefit of and be enforceable by Developer, its successors and assigns the Association or any Owner; and failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

Section 21. Remedies for Violation. Violation or breach of any restriction, covenant, condition, obligation, reservation, right, power or charge herein set forth shall give Developer, its successors or assigns, the Association, or any Owner in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said restriction, covenant, condition, obligation, reservation, right, power or charge, and to prevent the violation or breach thereof; and the expenses of such litigation shall be borne by the party losing such litigation.

IX TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, or other Property and no interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Lot or Property shall have first offered to sell such Lot or Property to Developer and Developer has waived, in writing, its right to purchase said Lot or Property.

A. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his Lot or other Property or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot or Property upon the following terms:

1. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
2. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

B. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

C. Unauthorized Transactions. Any sale of a Lot, or other Property or any interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 2. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article IX apply to a sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to a Lot or other Property at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale or any Lot upon which a building has been constructed and for which a certificate of occupancy has been issued therefor.

X GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective

legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots or other Property has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent. However Developer has the express power to amend this Declaration pursuant to Article II Section 3 hereof.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.



ARVIDA CORPORATION

By: *Richard W. Miller*

Vice-President

ATTEST:

Joan C. Styers
Assistant Secretary

STATE OF FLORIDA)

SS.

COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants and Restrictions for Arvida Park of Commerce West was acknowledged before me this 7th day of June, 1978, by Richard W. Miller and Joan C. Styers, Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.



Kari Peller
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27 1981
BONDED THRU GENERAL INS. UNDERWRITERS

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EXHIBIT "A"

ARTICLES OF INCORPORATION
OF
ARVIDA PARK OF COMMERCE WEST ASSOCIATION, INC.

I NAME

The name of this corporation shall be ARVIDA PARK OF COMMERCE WEST ASSOCIATION, INC., sometimes hereinafter referred to as the "Association."

II PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Arvida Park of Commerce West in the Declaration of Covenants and Restrictions for Arvida Park of Commerce Park West to be recorded in the Public Records of Palm Beach County, Florida.

B. To own and maintain, repair and replace the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, lakes, structures, landscaping and other improvements in and and/or benefitting Arvida Park of Commerce West for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type, including walls, fences, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Arvida Park of Commerce West, as well as the alteration, improvement, addition and/or change thereto.

D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Arvida Park of Commerce West.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

III GENERAL POWERS

The general powers that the Association shall have are as follows:

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A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. To merge with any other association which may perform similar functions, located within the same general vicinity of the real property described in Article II Section 3 of the Declaration.

I. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV MEMBERS

A. The members shall consist of the Property Owners in Arvida Park of Commerce West, the Property comprising Arvida Park of Commerce West as described in Article II Section 1. of the Declaration as it may from time to time be amended.

B. "Developer", "Owner", "Lot", "Property" and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Arvida Park of Commerce West.

V VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each acre of Property in which he holds the interest required for membership. When one or more person holds such interest or interests in any Property, all such persons shall

be members, and the vote(s) for such Property shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any acre. There shall be fractional voting and all such fractions shall be rounded off to the nearest one-tenth (.1) of an acre. The votes for any Property cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Arvida Park of Commerce West or by law, the affirmative vote of the Owners of a majority of acres represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors until the earlier of the following events:

1. The affirmative vote of seventy-five percent (75%) of Owners other than Developer owning seventy-five percent (75%) or more of the Arvida Park of Commerce West (including Property owned by Developer) that Developer relinquish such right; or

2. Upon the sale of the last parcel of Property of the Arvida Park of Commerce West held for sale by Developer.

C. The Association will obtain funds with which to operate by assessment of its members owning Lots in accordance with the provisions of the Declaration of Covenants and Restrictions for Arvida Park of Commerce West, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

VI BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by the Association so long as the Developer has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established as one (1) year. In addition, the Developer shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1978 and until their successors are elected or appointed and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Bill Shubin	998 South Federal Highway, P.O. Box 100 Boca Raton, Florida 33432
Jan D. Reese	998 South Federal Highway, P.O. Box 100 Boca Raton, Florida 33432
William J. Drury	998 South Federal Highway, P.O. Box 100 Boca Raton, Florida 33432
Grace Wells	998 South Federal Highway, P.O. Box 100 Boca Raton, Florida 33432
L. Scott Martens	998 South Federal Highway, P.O. Box 100 Boca Raton, Florida 33432

VII OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1978 and until their successors are duly elected and qualified are:

President	Bill Shubin
Vice President	Jan D. Reese
Treasurer	William J. Drury
Secretary	Grace Wells

VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Arvida Park of Commerce West (as the

same is defined in the Declaration of Covenants and Restrictions for Arvida Park of Commerce West) shall be effective without the prior written consent of said Arvida Corporation or its successors or assigns, as Developer.

XI SUBSCRIBERS

The names and residence addresses of the subscribers are as follows:

Bill Shubin	175 Northeast Spanish Trail Boca Raton, Florida 33432
Jan B. Reese	1768 Northwest 58th Avenue Lauderhill, Florida 33313
William J. Drury	20772 Soneto Drive Boca Raton, Florida 33432
Grace Wells	27 Forrest Hills Lane Boca Raton, Florida 33432
L. Scott Martens	101 Southwest 10th Drive Boca Raton, Florida 33432

XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director of officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best

interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by Developer (or its predecessor in interest) shall be returned to Developer, unless it refuses to accept the conveyance (in whole or in part).
2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

D. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 25 day of May, 1978.

Signed, sealed and delivered in the presence of

John Palmer

David E. Munnery

John Palmer

David E. Munnery

John Palmer

David E. Munnery

John Palmer

David E. Munnery

John Palmer

David E. Munnery

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS.

Grace M. Wells

Bill Shubin

Jan D. Reese

William J. Drury

Scott Mortens

The foregoing instrument was acknowledged before me this 25 day of May, 1978, by Grace M. Wells, Bill Shubin, Jan D. Reese, William J. Drury and Scott Mortens

(Notarial Seal)

Leatrice J. Williams
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13 1987
BORNED TRON GENERAL INS. UNDERWRITERS

PALM BEACH REC 2873 PAGE 758

EXHIBIT B

BY-LAWS

OF

ARVIDA PARK OF COMMERCE WEST ASSOCIATION, INC.

I DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Arvida Park of Commerce West shall be used herein with the same meanings as in said Declaration.

II LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 998 South Federal Highway, Boca Raton, Florida 33432, or at such other place as may be established by resolution by the Board of Directors of the Association.

III VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple Owner of any of the Property subject to the Declaration of Covenants and Restrictions for Arvida Park of Commerce West shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any property in Arvida Park of Commerce West.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Arvida Park Commerce West and shall result in the suspension of voting privileges during any period of such non-payment.

3. Voting rights shall be as set forth in the Articles of Incorporation.

IV BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.

2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by one-third (1/3) of the members of the Association. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed for the annual meeting.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by members of the Association, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and (c) the names of those appointed to the Board by the Developer. Each member must, in respect to each vacancy on the Board, cast all of the votes represented by the number of acres owned for that vacancy as there shall be no cumulative voting.

5. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

- A. To call meetings of the members.
- B. To appoint, remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
- C. To establish, levy and assess, and collect the assessments against Lots necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

- D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
 - E. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
 - F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Covenants and Restrictions for Arvida Park of Commerce West or the Articles of Incorporation of the Association.
2. It shall be the duty of the Board of Directors:
- A. To cause to be kept a complete record of all its acts and corporate affairs.
 - B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
 - C. With reference to assessments of the Association:
 - (1) To fix the amount of the Assessment against each Lot Owner for each assessment period at least thirty (30) days in advance of such date or period;
 - (2) To prepare a roster of the Lot Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
 - (3) To send written notice of each assessment to every Lot Owner subject thereto.
 - D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

VII DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on November 30 at 3:30 P.M. at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

5. Fifty-six percent (56%) of the members of the Association shall constitute a quorum to transact business at any meeting of the members.

6. All meetings and other procedures pursuant to these By-Laws or the Articles of Incorporation or any other matters not covered by these By-Laws or the Articles of Incorporation shall be governed by the latest edition of Roberts Rules of Order.

VIII OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

IX COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Arvida Park of Coonaras West, and

shall perform or seek the performance of such other functions as the Board, in its discretion, determines. It shall also have the power to enforce the Standards for Maintenance as set forth in the Declaration of Covenants and Restrictions.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Arvida Park of Commerce West. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

X BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

XI SEAL

The Association shall have a seal in circular form having within its circumference the words: Arvida Park of Commerce West Association, Inc., corporation not for profit, 1970.

XII AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent.

CERTIFICATE

The foregoing were adopted as the By-Laws of Arvida Park of Commerce West Association, Inc., a corporation not for profit under the laws of the State of Florida, on _____, 1970.

President

Secretary

-6-

PAID OFF
DEADLINE REC 2873 PAGE 774

Record Verified
Palm Beach County, FL
John R. Bungle
Clark Check Court

HAAG MANAGEMENT, Inc.

**As Agent for
Arvida Park of Commerce West Association, Inc.**

Main Line: 561-241-0285

E-mail: dhaag@haagcompanies.com
istavola@haagcompanies.com

May 20, 2026

VIA E-MAIL

Jeffrey Schnars, jeff@schnars.com
Glenn Gromann, ggromann@compson.com
Carl Klepper, cklepper@compson.com
Cindy England, ckengland@compson.com

The Bertani at Broken Sound (6001 Broken Sound Parkway)
c/o Compson Group
1075 NW Broken Sound Parkway, Suite 103
Boca Raton, Florida 33487

Subject: 2ND ARB Review – Response to 6001 Condo LLC letter of 4/30/26 - APOCW: 6001 Broken Sound Parkway NW, Boca Raton, FL

Hello -

The ARB has reviewed the preliminary civil engineering plans dated March 30, 2026 and the response letter from 6001 Condo LLC dated 4/30/26 for the subject project on behalf of Arvida Park of Commerce West Association, Inc. and has the following comments:

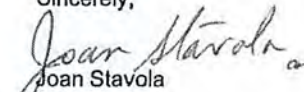
1. New Sanitary Sewer Line: Repair and road warranty restoration has been acknowledged and accepted by the Owner. If it becomes necessary to close any part of the Association roads, the Association will need to review and approve the MOT Plans prior to any work.
2. Please provide us with a copy of the current easement agreement referenced on the plan (ORB 7380/734 PBCR).
3. Owner to forward the comments generated by the City of Boca Raton for this project when available.
4. All driveway entrances are acceptable to the Association.

This approval is limited to the authority granted the Association under the Declaration of Covenants and in no way implies that this project conforms to applicable County and/or City codes, laws, ordinances and other legal requirements, including environmental rules and regulations.

In accordance with the Declaration of Covenants and Restrictions (the "Declaration"), if any improvement is erected or constructed without prior approval by the ARB, the Association shall have the right to proceed at law or in equity to enforce the applicable provisions of the Declaration which were so violated and all of the costs of such enforcement shall be assessed against, and shall be a lien upon, the site to which such violation relates as a special assessment, which shall be payable upon demand.

We look forward to having this impressive project within The Park at Broken Sound.

Sincerely,


Joan Stavola
ARB Member

1 RESOLUTION NO. 62-79

2
3 A RESOLUTION OF THE CITY OF BOCA RATON
4 ACCEPTING AND APPROVING THE FINAL PLAT
5 KNOWN AS THE ARVIDA PARK OF COMMERCE PLAT
6 NO. 2 SUBDIVISION PLAT AND AUTHORIZING
7 THE MAYOR AND CITY CLERK TO EXECUTE THE
8 PLAT; PROVIDING AN EFFECTIVE DATE
9

10 WHEREAS, the Director of the Department of Community
11 Development, the Director of the Department of Public Service,
12 and the City Engineer, being the administrative successors to
13 the Directors of Planning and Zoning, Public Works and Engineer-
14 ing, have indicated that the Arvida Park of Commerce Plat No. 2
15 subdivision plat complies with the provisions of Chapter 19,
16 Code of Ordinances; and

17 WHEREAS, the City has determined that the proposed final
18 plat for the subdivision is in conformity with the tentative
19 plat, which was approved by Resolution 238-78 on September 26,
20 1978; and

21 WHEREAS, all necessary certificates, dedication and fees
22 have been supplied to the City; now therefore
23

24 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
25 BOCA RATON:
26

27 Section 1. The City Council hereby accepts and approves
28 the Arvida Park of Commerce Plat No. 2 subdivision plat and
29 hereby authorizes the Mayor and City Clerk to execute the final
30 plat to be recorded. The City Manager is directed to confirm
31 that the final plat as executed by the Mayor and City Clerk is
32
33
34
35

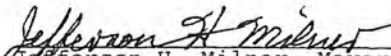
1 recorded by the plattor in the Public Records of Palm Beach
2 County, Florida.

3 Section 2. This resolution shall take effect immediately
4 upon receipt from Arvida Corporation of a Letter of Credit in
5 the amount of \$536,120.00 drawn on the City Bank, N.A. of New
6 York, New York.

7 PASSED AND ADOPTED by the City Council of the City of
8 Boca Raton this 27th day of March, 1979.

9
10 CITY OF BOCA RATON, FLORIDA

11 ATTEST:

12 
Jefferson H. Milner, Mayor

13 
14 Louise C. Owens, City Clerk

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18 C/A

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ARVIDA PARK OF COMMERCE PLAT NO. 2

BOCA RATON, FLORIDA
IN PART OF SECTION 1, TWP 47 S., RGE. 42 E.
PALM BEACH COUNTY, FLORIDA
IN 2 SHEETS SHEET NO. 1

GEE B. JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
WEST PALM BEACH, FLORIDA
JUNE 1978



LOCATION MAP
NTS

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record on _____, 1978,
and duly recorded in Plat Book No. _____
at page _____
JOHN B. DUNKLE, Clerk, Circuit Court
By _____ O.C.

DESCRIPTION

A parcel of land lying in part of Section 1, Township 47 South, Range 42 East, Boca Raton, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southwest Corner of said Section 1; thence S.88°35'05"E. along the South Line of said Section 1, a distance of 2657.59 feet to the Southwest Corner of the Southeast Quarter of said Section 1; thence S.88°35'39"E. along the South Line of said Southeast Quarter, a distance of 1661.68 feet to the Southeast Corner of Hollymatic Property; thence N.00°28'33"E. along the East Line of said Hollymatic Property and its northerly extension, a distance of 2174.38 feet to the POINT OF BEGINNING of this Description; thence S.89°00'00"W. a distance of 592.40 feet to the beginning of a curve concave to the southeast having a radius of 25 feet and a central angle of 90°0'0"; thence westerly, southwesterly and southerly along the arc of said curve, a distance of 39.27 feet; thence S.01°00'00"E. along the tangent to said curve, a distance of 650.00 feet to the North Line of Broken Sound Boulevard as shown on Sheet No. 2, ARVIDA PARK OF COMMERCE - PLAT NO. 1 as record in Plat Book 34, Pages 184 and 185, Public Records of Palm Beach County, Florida; thence S.89°00'00"W. along said North Line, a distance of 100 feet; thence N.01°00'00"W. along a line parallel with and 100 feet west of, a previously described course, a distance of 650 feet to the beginning of a curve concave to the southwest having a radius of 25 feet and a central angle of 90°0'0"; thence northerly, northwesterly and westerly along the arc of said curve, a distance of 39.27 feet; thence S.89°00'00"W. along the tangent to said curve, a distance of 1065 feet to the beginning of a curve concave to the north-east having a radius of 617.08 feet and a central angle of 65°12'02"; thence westerly and northwesterly along the arc of said curve, a distance of 702.22 feet; thence N.89°06'49"W. along a line making an angle with the tangent to the last described curve, measured from southeast to west, of 116°41'09", a distance of 264.82 feet; thence N.49°51'16"W. a distance of 363.46 feet; thence NORTH, a distance of 100 feet to the South Line of the Northwest Quarter of said Section 1; thence continue North, a distance of 175 feet; thence S.89°48'35"E. a distance of 581.72 feet; thence S.00°11'25"W. a distance of 182.06 feet to the North Line of the Southwest Quarter of said Section 1; thence S.89°06'49"E. a distance of 667.70 feet to the Northwest Corner of the Southeast Quarter of said Section 1; thence continue S.89°06'49"E. along the North Line of said Southeast Quarter, a distance of 1672.43 feet; thence S.00°28'33"W. a distance of 610.14 feet to the POINT OF BEGINNING.

Containing 41.40 Acres, more or less.

NOTES

- denotes Permanent Control Point
 - denotes Permanent Reference Monument
- Bearings are based upon an assumed meridian.
Easements are for Public Utilities, unless otherwise shown.
The 60 and 80 foot Drainage Easements are for the use and benefit of Lake Worth Drainage District for drainage purposes only. All other Drainage Easements are for the use and benefit of ARVIDA PARK OF COMMERCE - WEST ASSOCIATION, INC. for drainage purposes only.

DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, that ARVIDA CORPORATION, a Delaware Corporation, the owner of all land shown and described hereon, being in Section 1, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, has caused the land shown hereon to be surveyed, subdivided and platted as shown, to be known as ARVIDA PARK OF COMMERCE - PLAT NO. 2. The non-exclusive use of the easements for the construction and maintenance of water, sewage, electrical, drainage, telephone, telecommunication, gas and other public utility service, if any, under and across the areas shown hereon is hereby granted to the respective holders, their successors and assigns, of the several rights, privileges and/or franchises for the construction and maintenance of the same. The Streets as shown are hereby dedicated to ARVIDA PARK OF COMMERCE - WEST ASSOCIATION, INC. for Private Road Purposes, Utilities and Drainage.

WE WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its Vice President and attested by its Assistant Secretary and its Corporate Seal to be affixed hereto by and with the authority of its Board of Directors, this 12th day of November, 1978.

ARVIDA CORPORATION

Attest: Joan C. Stiers By: Norman A. Cortese
Joan C. Stiers - Assistant Secretary Norman A. Cortese - Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME personally appeared NORMAN A. CORTESE and JOAN C. STIERS, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of the above named ARVIDA CORPORATION, a Delaware Corporation, and severally acknowledged to and before me that they executed such instrument as Vice President and Assistant Secretary, respectively, of said Corporation, and the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, this 12th day of November, 1978.

James D. Wilson
Notary Public

My Commission expires: October 31, 1981

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

This is to certify that the plat shown hereon is a true and correct representation of a survey, made under my responsible direction and supervision, and that said survey is accurate to the best of my knowledge and belief, and that Permanent Reference Monuments have been placed as required by law and furthermore, that Permanent Control Points will be set under the guarantees provided with the City of Boca Raton for the required improvements and that the survey data complies with all requirements of Chapter 177, Part 1, Florida Statutes, as Amended.

William B. Wallace, Jr.
William B. Wallace, Jr.
Professional Land Surveyor
Florida Registration No. 2283
Date: 11-19-78

This instrument was Prepared By:
WILLIAM B. WALLACE, JR.
2019 Okeechobee Boulevard
West Palm Beach, Florida.

Resol. 62-79

CITY APPROVAL

This is to certify, that this plat has been accepted and approved for record by the CITY COUNCIL of the CITY OF BOCA RATON, FLORIDA, in and by resolution, duly adopted by said CITY COUNCIL on this _____ day of _____, 1979.
The City hereby accepts all dedicated rights of way and easements shown and depicted on this plat.

By: _____ Mayor

By: James D. Wilson By: William B. Wallace, Jr.
Director of Community Development City Engineer

By: _____ City Clerk

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, H. William Walker, Jr., DO HEREBY CERTIFY, that I am an Attorney at Law and a member of the Florida Bar, licensed and practicing in Florida, and that in my opinion, (1) apparent record title to the lands described and shown hereon is vested in ARVIDA CORPORATION, a Delaware Corporation, and (2) all taxes assessed and levied upon said land prior to 1978 have been paid, and (3) said lands are not encumbered by the lien of any mortgage.

H. William Walker, Jr.
H. WILLIAM WALKER, JR.
Date: 3 November 1978

ARVIDA PARK OF COMMERCE PLAT NO. 2

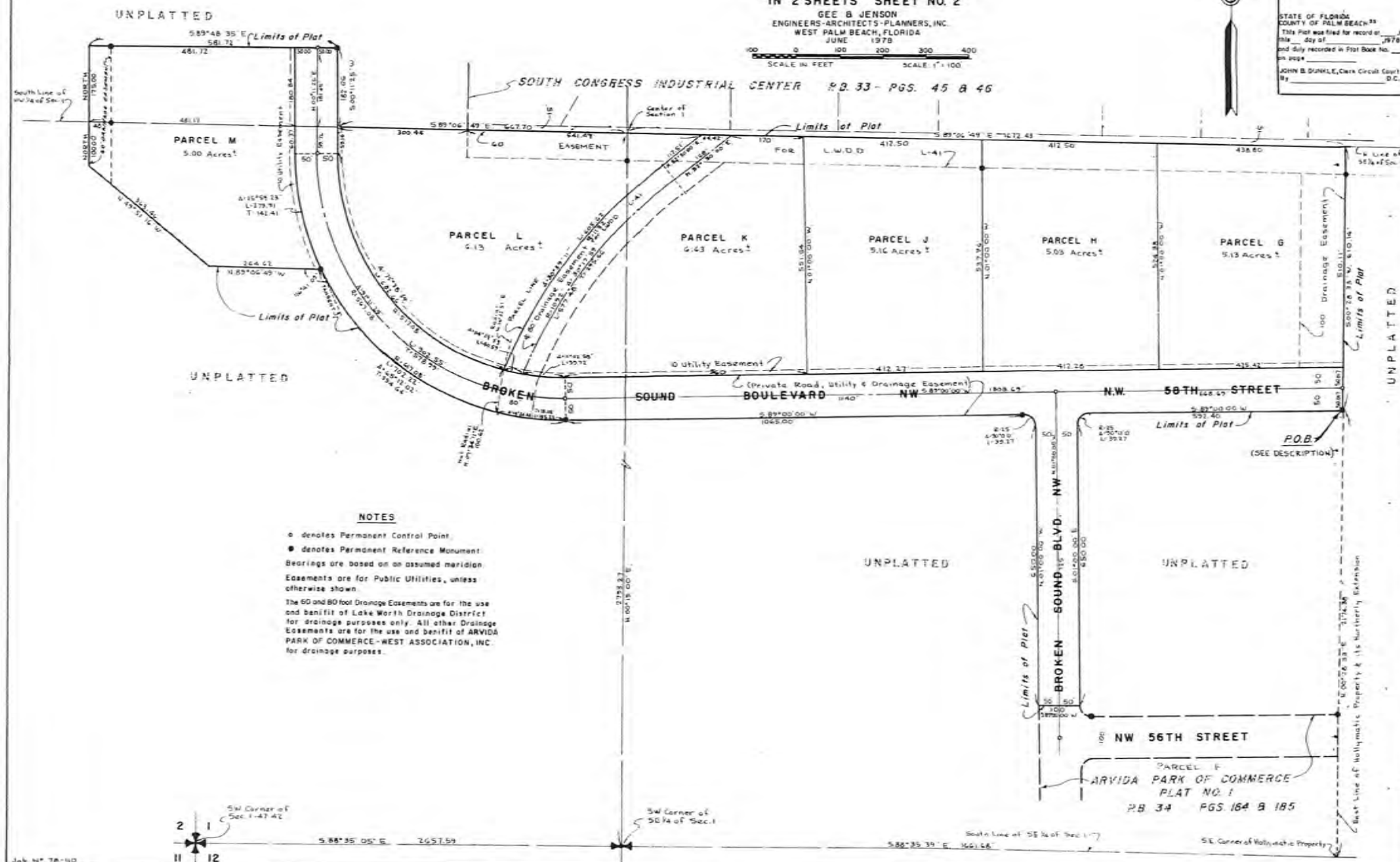
BOCA RATON, FLORIDA
IN PART OF SECTION 1, TWP. 47 S., RGE. 42 E.
PALM BEACH COUNTY, FLORIDA
IN 2 SHEETS SHEET NO. 2

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
WEST PALM BEACH, FLORIDA
JUNE 1978

SCALE IN FEET SCALE 1" = 100'



STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record on
the _____ day of _____, 1978,
and duly recorded in Plat Book No. _____
on page _____
JOHN B. DUNKLE, Clerk Circuit Court
By _____ D.C.



1 RESOLUTION NO. 100-82

2
3 A RESOLUTION OF THE CITY OF BOCA RATON
4 ACCEPTING AND APPROVING THE FINAL PLAT
5 KNOWN AS THE ARVIDA PARK OF COMMERCE,
6 PHASE I (APOC I) SUBDIVISION PLAT NO. 4
7 AND AUTHORIZING THE MAYOR AND CITY CLERK
8 TO EXECUTE THE PLAT; PROVIDING AN EFFEC-
9 TIVE DATE
10

11 WHEREAS, the Director of the Department of Community
12 Development and the City Engineer have determined that the
13 Arvida Park of Commerce, Phase I (APOC I) subdivision plat No.
14 4 complies with the provisions of Chapter 19, Code of Ordi-
15 nances, and

16 WHEREAS, the City has determined that the proposed final
17 plat for the subdivision conforms with the tentative plat,
18 which was approved by Resolution 90-82 on June 15, 1982; and

19 WHEREAS, all necessary certificates, dedications and
20 fees have been supplied to the City; now therefore
21

22 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
23 BOCA RATON:
24

25 Section 1. The City council hereby accepts and approves
26 the Arvida Park of Commerce, Phase I (APOC I) subdivision plat
27 No. 4, and hereby authorizes the Mayor and City Clerk to
28 execute the final plat to be recorded. The City Manager is
29 directed to confirm that the final plat as executed by the
30 Mayor and City Clerk is recorded in the Public Records of Palm
31 Beach County, Florida.
32
33
34
35

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of
Boca Raton this 13th day of July, 1982.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Louise C. Owens
Louise C. Owens, City Clerk

William A. Konrad
William A. Konrad, Mayor

C/A

RA2/82128

PLANNING AND ZONING BOARD

RESOLUTION NO. 34-38

MOTION: Approval

VOTE: Yes 6 No 0

AYE: Hagerty, Wingrove, Darmohray
Kinsley, Sehres, Schnabel

NAY: None

DATE: June 28, 1984

Planning & Zoning Board APPROVAL of
SPA-6-84-29 (Petition of L.J. Morrisett
for site plan approval of Linpro-Sabre
Center I, 5901 Broken Sound Parkway N.W.)

WHEREAS, the Planning and Zoning Board is charged with granting site plan approval for all commercial, industrial, multifamily and miscellaneous developments in the City of Boca Raton, and

WHEREAS, Notice of Public Hearing was published on June 25, 1984, and

WHEREAS, the property was posted on June 22, 1984, and

WHEREAS, the Board did hold a Public Hearing on June 28, 1984, and

WHEREAS, on a duly made and seconded motion to approve SPA-6-84-29, the Board voted (6-0), now

THEREFORE BE IT RESOLVED, that the Planning and Zoning Board hereby grants site plan APPROVAL for SPA-6/84-29 with the following conditions:

1. That site plan approval be based upon a site plan entitled "Linpro Sabre Center," prepared by Barretta & Associates dated received by the Department of Community Development on June 21, 1984.
2. That the 12 foot drainage easement on the site shall be relocated prior to issuing a building permit for Phase II.
3. That all buildings shall have automatic fire alarms and sprinkler systems.
4. That all irrigation shall be by city water.



Robert B. Hagerty, Chairman
PLANNING AND ZONING BOARD

RBH/CTB:am

PLANNING AND ZONING BOARD

RESOLUTION NO. 84-38R

Planning and Zoning Board APPROVAL of
SPA-6/84-29 (Petition of L. J. Morrisett
for site plan approval of Linpro-Sabre
Center I, 5901 Broken Sound Parkway N.W.)

MOTION: Approval

VOTE: Yes 6 No 0 6-28-84/3-14-85

AYE: Hagerty, Wingrove, Darmohray,
Kinsley, Sehres, Schnabel 6-28-84 & 3-14-85

NAY: None

DATE: June 28, 1984 and March 14, 1985

WHEREAS, the Planning and Zoning Board is charged with granting site plan approval for all commercial, industrial, multifamily and miscellaneous developments in the City of Boca Raton, and

WHEREAS, Notice of Public Hearing was published on June 25, 1984, and

WHEREAS, the property was posted on June 22, 1984, and

WHEREAS, the board did hold a Public Hearing and reviewed said site plan on June 28, 1984 and on March 14, 1985, and

WHEREAS, the Department of Community Development recommended approval of SPA-6/84-29 with conditions, and

WHEREAS, on a duly made and seconded motion to approve SPA-6/84-29, the board voted (6-0) on June 28, 1984 and voted (6-0) to add Condition #5 to SPA-6/84-29 on March 14, 1985, now

THEREFORE BE IT RESOLVED, that the Planning and Zoning Board hereby grants site plan APPROVAL for SPA-6/84-29 with the following conditions:

1. This approval is based on the site plan entitled "Linpro Sabre Center", prepared by Barretta & Associates, dated received by the Department of Community Development June 21, 1984.
2. That the 12 foot drainage easement on the site shall be relocated prior to issuance of a building permit for Phase II.
3. That all buildings shall have automatic fire alarms and sprinkler systems.
4. That all irrigation shall be by city water.
5. A letter of credit in the amount of \$15,000.00 shall be given to the City of Boca Raton for a left turn lane into this site. The turn lane shall be constructed by the applicant when deemed necessary by the City Manager or his designee.



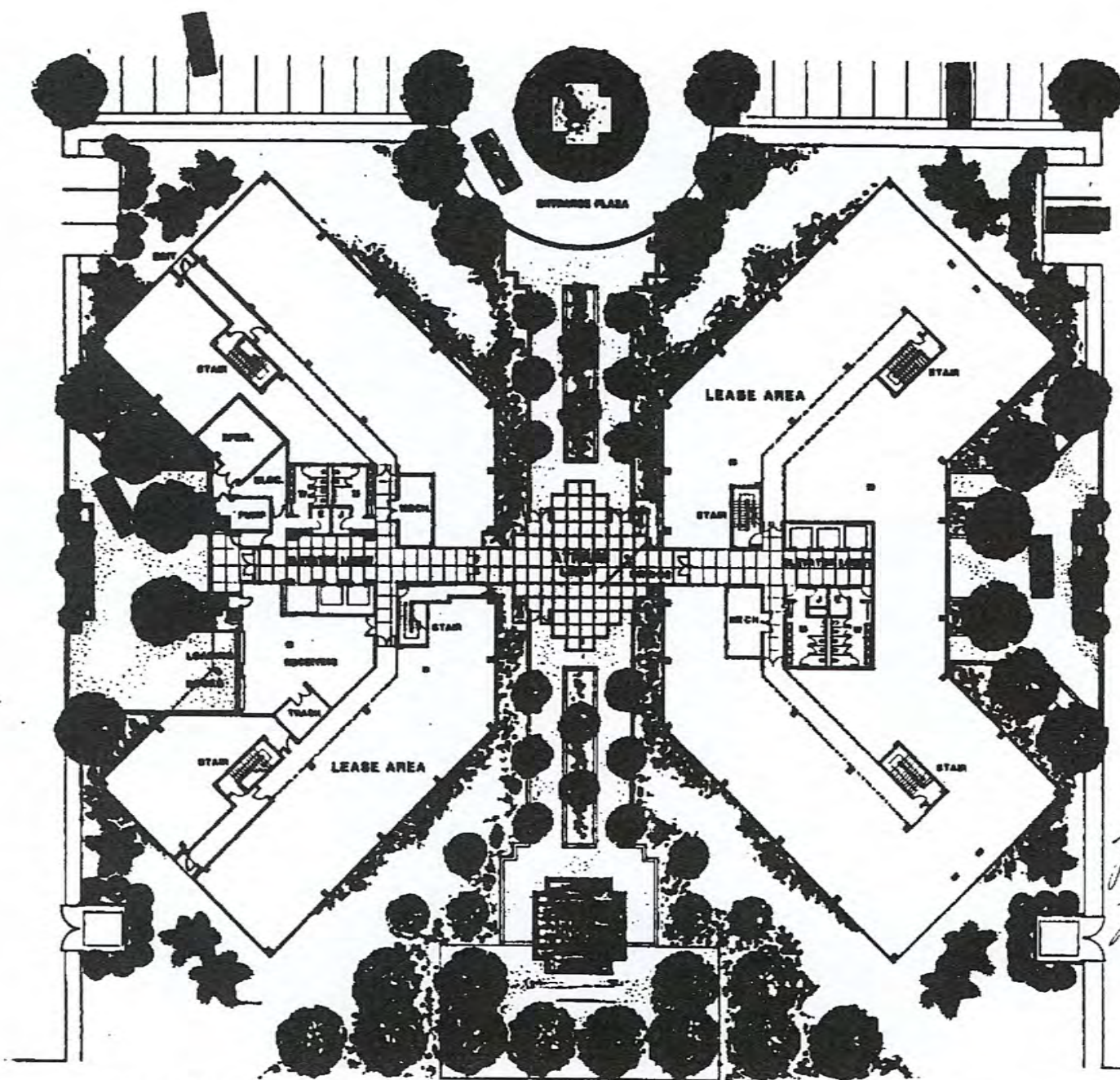
Robert B. Hagerty, Chairman
PLANNING AND ZONING BOARD

RBH/CTB/pcm

M/C 3211

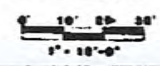
SPA-6184-29

Barretta & Associates
Architecture
Planning
Design
 400 South State Highway
 Suite 210
 Boca Raton, Florida
 33432
 305 395 2200



GROUND FLOOR

SIXTH FLOOR



fitz Project:
 Linpro
 Sabre
 Centre I
 LINPRO-SABRE
 LAND PARTNER
 LTD

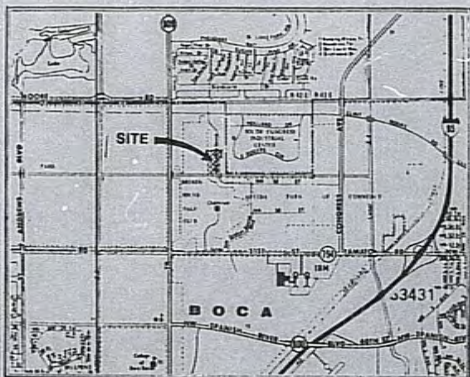
OK by
JW M +
John Kelly
for admin change
Proposed plan
Needs revised permit
sabre centre
 boca raton florida



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ARCHITECTURAL TEAM

PROJECT MANAGER: A. Dearborn
 JOB CAPTAIN: A. Ramudo
 DRAFTSPERSON: A. Stone
 L. Hyatt



LOCATION MAP NTS

index of drawings:

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- C-1 Paving and Drainage Plan
- C-2 Water and Sewer Plan
- C-3 Paving and Drainage Details
- C-4 Water and Sewer Details

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- L-1 Tree Survey
- L-2 Site Masterplanting Plan
- L-3 Building Planting Details
- L-4 Master Irrigation Plan
- L-5 Building Irrigation Plan & Details

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- A-1 Site Plan
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- A-3 Plaza, Fountain Plan & Details
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- A-6 Second Floor Plan
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- A-9 Fifth and Sixth Floor Plan
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- A-12 Penthouse Elevation, Roof Plan & Details
- A-13 Building Sections
- A-14 Core Plans and Bathroom Elevations
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- S-8 Schedules
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- M-2 Ground Floor Plan - HVAC
- M-3 Typical Floor Plan - HVAC
- M-4 Penthouse Plan and Details
- M-5 Riser Diagrams and Details
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- E-2 Typical Floor Plan - Electrical
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- E-6 Panel Schedules
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- P-3 Typical Floor Plan - Plumbing
- P-4 Partial Plans and Riser Diagrams

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- FP-1 Schedules and Details
- FP-2 Ground Floor Plan - Fire Protection
- FP-3 Typical Floor Plan - Fire Protection



Barretta & Associates
 Architecture
 Planning
 Design

400 South Dixie Highway
 Building 2 / Suite 210
 Boca Raton, Florida
 33432
 305 388-2220

PERMIT COPY
 Date 7/10/94 Permit No. 95791
 Subject to Compliance with Building Code
 CITY OF BOCA RATON
 by [Signature]
 Inspection Division

*Revised plumbing graph in
 1st floor.
 B dimension clarification
 B landscape changes*

**Linpro
 Sabre
 Centre I**

**Boca Raton,
 Florida**

RECEIVED
 NOV. 6 1995
 BARRETTA & ASSOCIATES
SET NO.

OCT 3 1995

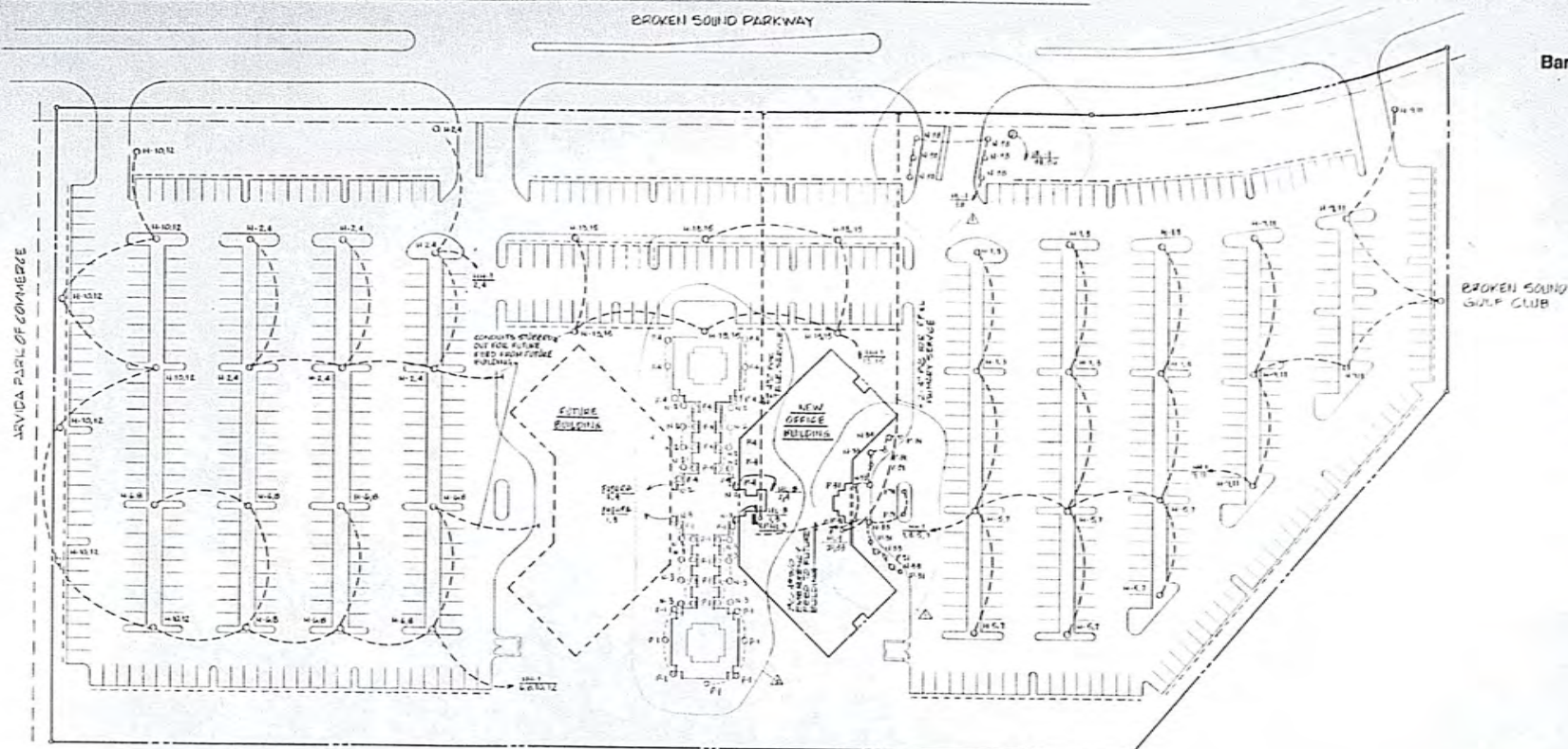


400 South Dixie Highway
Building 2 / Suite 210
Boca Raton, Florida
33433
305 368 7220

Project :

**Linpro
Sabre
Centre I**

**LINPRO-SABRE
LAND PARTNER
LTD**

Boca
Raton
Florida

SITE PLAN

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LIGHTING FIXTURE SCHEDULE

LIGHTING FIXTURE SCHEDULE				
TYPE	WATTAGE		MANUFACTURER / CATALOG NO.	DESCRIPTION / REMARKS
	FIX.	LAMPS		
N	125	1-250W A-19	HYDREL 4454 L.H.V.100 ED	GROUND MOUNTED PLACENT LIGHT W/ CHALKING BOARD
P	75	1-75W A-19	HYDREL 4452	POUNDED DOWNLIGHT LIGHT W/

REVIEWED
JUN 24 1986

Revisions: Δ 8/19/20

Consultant:

**RALPH HAHN AND
ASSOCIATES**
CONSULTING & DESIGN
ENGINEERS, INC.
2500 S. DIKE HWY.
WEST PALM BEACH, FLORIDA

Project No: _____
Design: J. MARTIN
Project Mgr: J. MARTIN
Drawn: K. FLETCHER/EEZ
Drawn: _____
Checked: J. MARTIN
Date: 12/16/2004

JK White
6/13/8

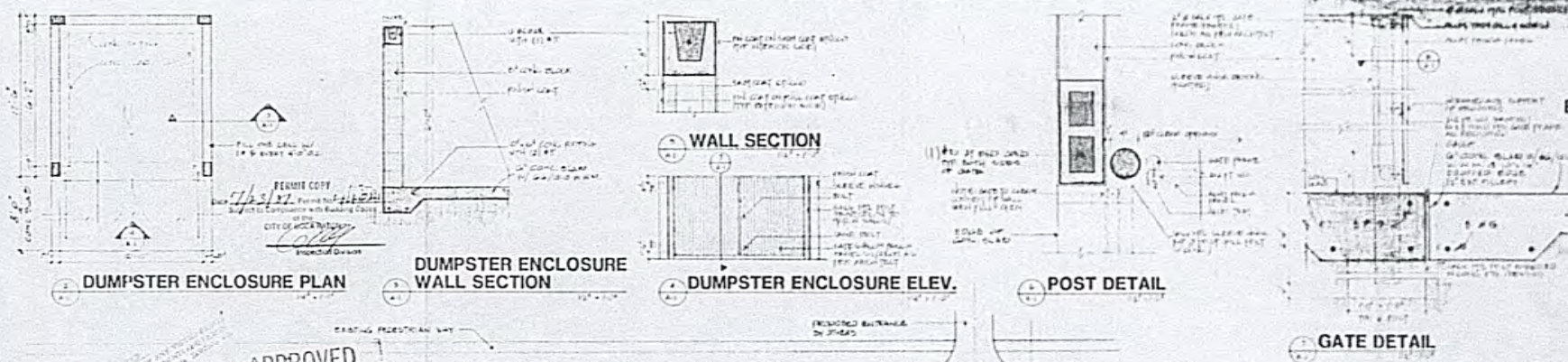
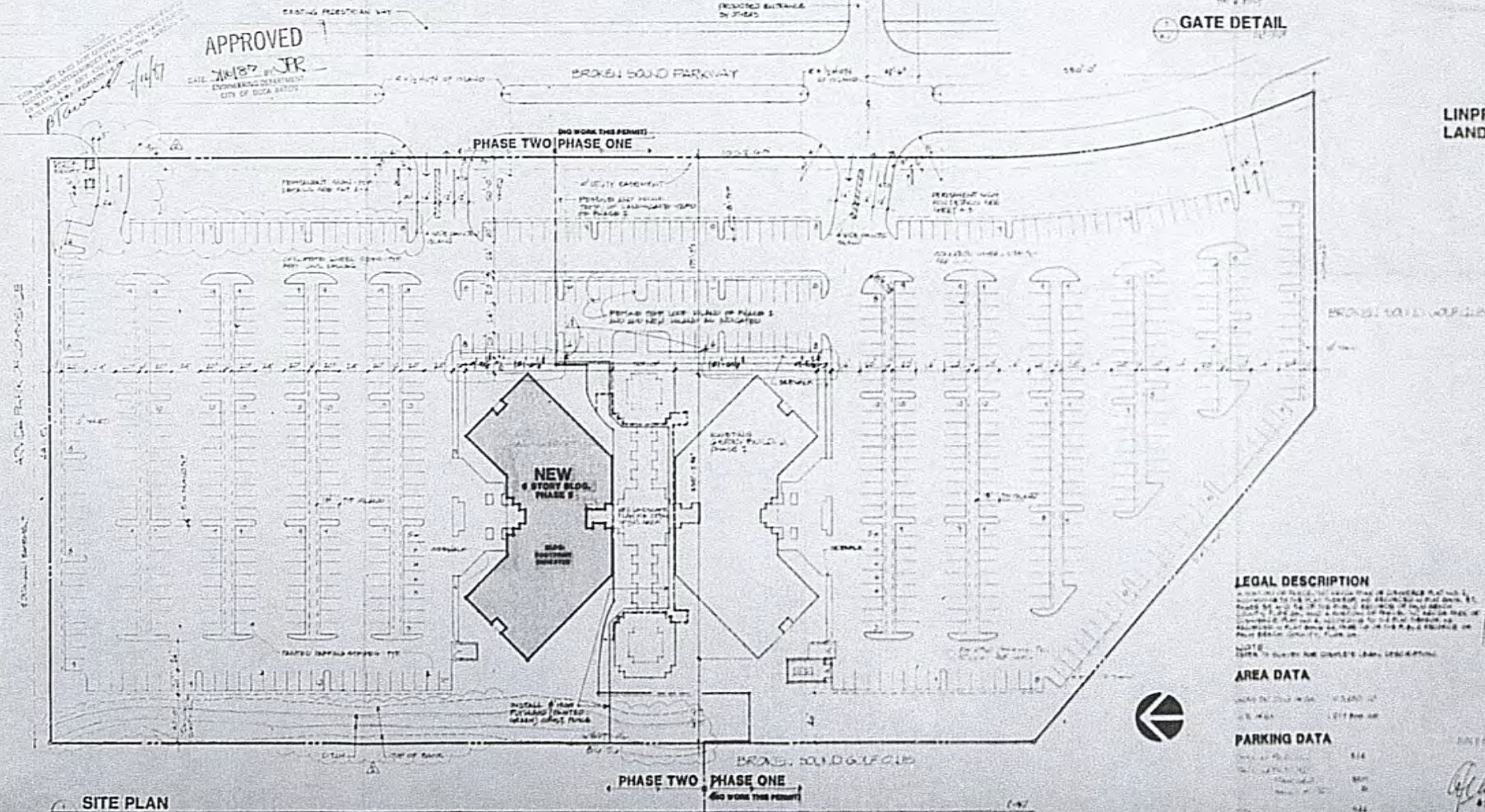
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708 768 7728

Project :

**Linpro
Sabre
Centre**

**LINPRO-SABRE
LAND PARTNER
LTD**

Boca
Raton
Florida

LEGAL DESCRIPTION

[illegible]

AREA DATA

[illegible]

PARKING DATA

[illegible]

Consultants

1997

RELATIONSHIP

Project No.:

Project 10g

Greenland

100

100

1997

Copyright © 1986, GARRETT & ASSOCIATES,
S.E. 11th St., Seattle, WA 98101

A-



Barretta & Associates
Architecture
Planning
Design

400 South Dixie Highway
Building 2 Suite 210
Boca Raton, Florida
33432

305 368 2220

The Tindell Associates, Inc.
landscape architecture

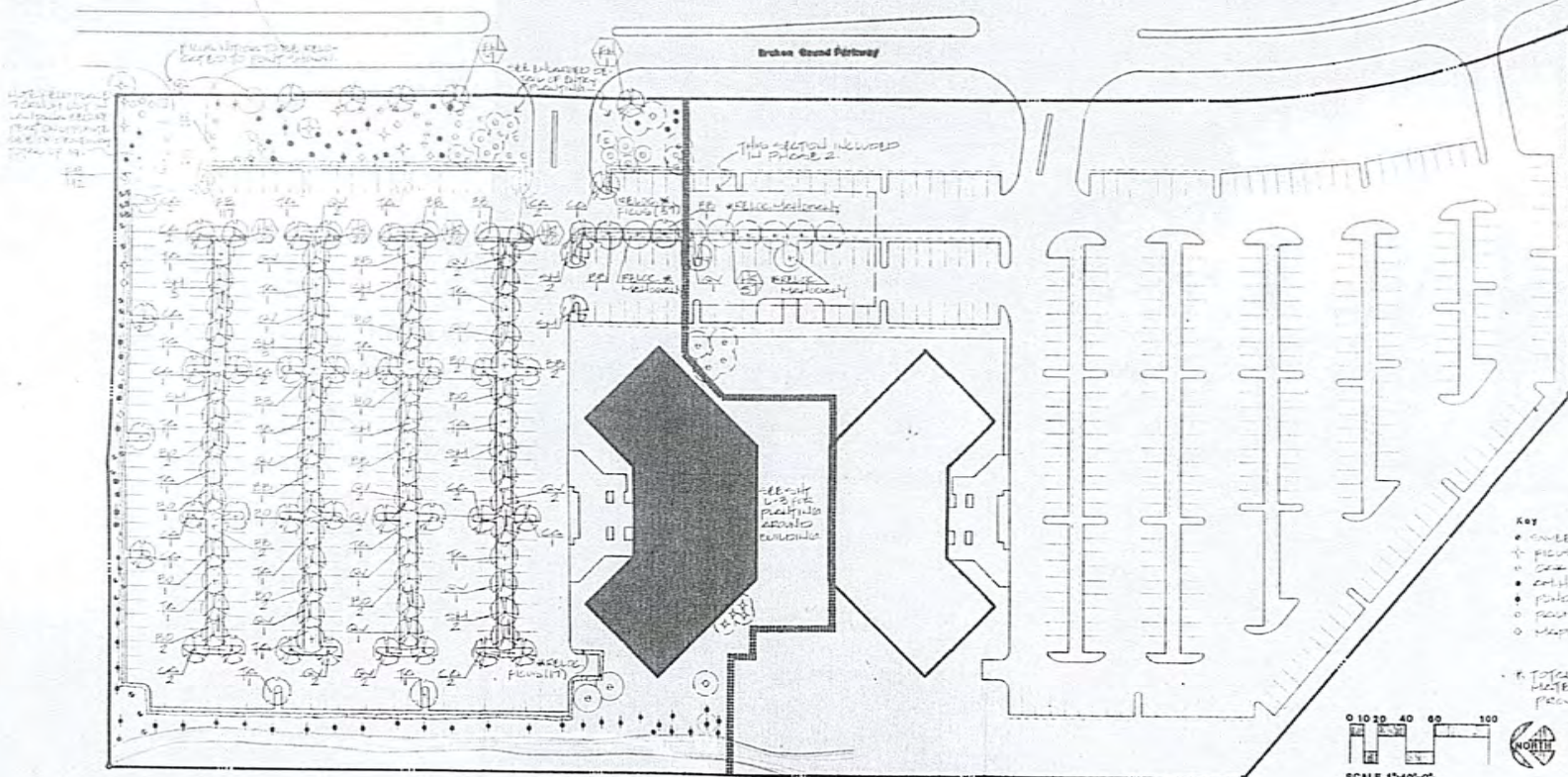
Project: **Linpro
Sabre
Centre II**

**LINPRO-SABRE
LAND PARTNER
LTD**

Boca
Raton
Florida

* This plant material selected
from plants with permitted plant
list all sheet L-26

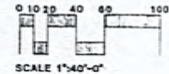
○ indicate optional plants



Key
● select tree
○ proposed tree
○ E. compliance
○ selected tree

Key	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
● select tree	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

* TOTAL TREE COUNT REQUESTED
MATERIALS AS TO SPECIES, SIZE, AND
PROVIDED BY OWNER



phase 2 phase 1 (no work this permit)

plant list

Item	QTY	NAME	DESCRIPTION
ED	13	BALMINEA BLANKA Hong Kong Grand Tree	10'-12" DB, 6" Sp, 6" CT Well Branched
EO	16	ELCIDA BUCOPAS Black Olive	10'-12" DB, 6" CT 6" Sp, Single Trunk
CA	10	CALOPHYLLUM ANTHILLANUM Brazilian Beauty Leaf	10'-12" DB, 6" CT, 6" Sp Single Trunk, 50'
CL	20	CRinum ASIATICUM Crinum Lily	2' x 2' DB 2000 Full Egg Can
FB	209	FICUS BENJAMINA Weeping Fig	30" x 30" GA EC Full to base
FN	5	FICUS MITIS Cuban Laurel	14'-16" DB Single Trunk
HI	127	HIBISCUS ROSA-SINENSIS Bush Hibiscus	24" DB 24" Sp Yellow Flowers
JO	170	JACINTHUM SIMPLICIFOLIUM gracile Southern Jasmine	10" x 20" GA Full Egg Can
LO	474	LANTANA DEPRESSA Dwarf Yellow Lantana	Full Del. 18" OC

Plant List cont'd

OV	23	QUERCUS VIRGINIANA Live Oak	10'-12" DB, 6" CT, 6" Sp 2" Cal. 50'
OM	10	SWITEFENIA MHODANI Mahogany	10'-12" DB, 6" Sp, 6" CT 2" Cal. 50'
TA	10	TABESUSA ARGENTEA Yellow Trumpet Tree	10'-12" DB, 6" CT Medium Leaf Surface

Consulting & Landscape Group
Boca Raton, Florida
For information only. This drawing is not a contract. It is subject to change without notice. It is not to be used for any other purpose without the written consent of Barretta & Associates.

Revisions: *DN 4/22/87*

Consultants: **RTA 8483**

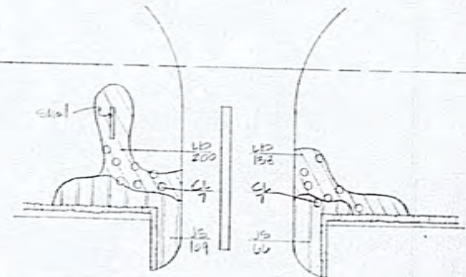
Project No: **86-032.00**
Design: **DK**
Project Mgr: **A. Dearborn**
Drawn: **DK**
Checked: **RT**
Date: **3/27/87**

L-2B

MASTER LANDSCAPE PLAN PHASE 2

NOTE: THIS DRAWING SUPERCEDES DRAWING DATED 3/8/86 FOR PHASE 2

Blowup of Entry Planting scale: 1"=20'-0"



DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinances of the City of Boca Raton pertaining to the issuance of building permits and regulating building construction activities, the undersigned, being the fee owner of the following described property situated in the City of Boca Raton, County of Palm Beach and State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

does hereby make the following declaration of conditions, limitations, and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof, shall hereinafter be regarded as is hereby declared to be unified under one title as an undividable building site.

2. The the said property shall henceforth be considered as one plot or parcel of land, and that no portion other of shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel of land.

The undersigned further agrees that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their administrators, successors or assigns, and all parties claiming under them until such time as the same may be released in writing under the order of the City Manager of the City of Boca Raton. The undersigned also agrees that this instrument shall be placed of record in the office of the Clerk of the Circuit Court of Palm Beach County, Florida.

Signed, sealed witnessed and acknowledged this 17th day of January, 1985.

LINPRO SABRE LAND PARTNERS
LIMITED, a Florida limited
partnership

Witness

Witness

By:

Leslie J. Morrissett
General Partner

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of January, 1985, by LESLIE J. MORRISSETT, as General Partner, on behalf of said limited partnership.

Nancy Jean Smith
Notary Public
State of Florida At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 25, 1988
SIGNED THIS GENERAL 100. 000.

Prepared by and return to:
Jeffrey A. Deutch, Esq.
BROAD AND CASSEL
1499 West Palmetto Park Road
Suite 308
Boca Raton, Florida 33432

85 015664

1985 JAN 21 PM 3 57

84448 P1977

EXHIBIT "A"

A portion of Parcel "M", ARVIDA PARK OF COMMERCE PLAT NO. 2, according to the plat thereof, as recorded in Plat Book 37, Pages 53 and 54 of the Public Records of Palm Beach County, Florida, and a portion of Parcel "N", ARVIDA PARK OF COMMERCE PLAT NO. 4, according to the plat thereof, as recorded in Plat Book 44, Page 110 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of said Parcel "M"; thence North 89°06'49" West, along the South line of said Parcel "M", a distance of 264.62 feet; thence North 49°51'16" West, along the Southwesterly line of said Parcel "M", a distance of 363.46 feet; thence North, along the West line of said Parcel "M", a distance of 236.45 feet; thence East, a distance of 40.00 feet; thence North, a distance of 124.97 feet; thence South 89°48'35" East, a distance of 14.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 36°40'48" East from the last described point; thence Northerly, Easterly then Southerly, along the arc of said curve, having a radius of 50.00 feet, an arc distance of 64.35 feet to a point; thence South 89°48'35" East, a distance of 145.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 36°40'48" East from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 50.00 feet, an arc distance of 32.17 feet to the Point of Tangency; thence South 89°48'35" East, a distance of 20.00 feet; thence North 00°11'25" East, a distance of 25.00 feet; thence South 89°48'35" East, a distance of 173.00 feet to a point on the East line of said Parcel "N", said point being further described as being on the West Right-of-Way line of BROKEN SOUND PARKWAY N.W., as shown on said plat; thence South 00°11'25" West, along said East line, along said West Right-of-Way line, a distance of 121.56 feet to the Southeast corner of said Parcel "N", said point being further described as being the Northeast corner of said Parcel "M"; thence continue South 00°11'25" West, along the East line of said Parcel "M", along said West Right-of-Way line, a distance of 241.21 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 617.08 feet, along said East line of said Parcel "M", along said West Right-of-Way line, an arc distance of 279.91 feet to the Southeast corner of said Parcel "M", and the Point of Beginning of this description.

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

Subject to all easements, reservations and Rights-of-Way of record.

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

B4448 P1978

RECORD VERIFIED
PALM BEACH COUNTY FLA
JAMES B. DUNKLE
CLERK CIRCUIT COURT

PREPARED BY AND RETURN TO:
JAMES J. WHEELER, ESQUIRE
BROAD AND CASSEL
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

JUN-17-1991 11:20am 91-169943

ORB 6859 Pg 727

JUL-11-1991 11:08am 91-196319

ORB 6887 Pg 804

RELEASE OF DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned City Manager of the City of Boca Raton hereby released the Declaration of Unity of Title heretofore made and declared by LINPRO SABRE LAND PARTNERS LIMITED on the 21st day of January, 1985, recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in Official Records Book 4448, Pages ~~1977 and 1978~~ relating and pertaining to the following described real estate in the City of Boca Raton, County of Palm Beach, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED * 1977 and 1978

All terms, conditions and provisions contained in the aforementioned Declaration of Unity of Title are hereby released and canceled.

SIGNED AND SEALED this 25 day of March, 1991.

CITY OF BOCA RATON, FLORIDA

Richard H. Witker

Richard H. Witker Acting City Manager

WITNESSETH AND ATTESTED:

Kathleen M. Sheehan
Phyllis Sheehan

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 25 day of March, 1991, personally appeared before me Richard H. Witker, Acting City Manager of the City of Boca Raton, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me the execution thereof to be his free act and deed for the uses and purposes herein mentioned.

WITNESS my signature and official seal at Boca Raton in the County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 27, 1992
BONDED THRU GENERAL INS. UND.

Maureen Watten
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 27, 1992
BONDED THRU GENERAL INS. UND.

ENG/RELUNITY 6/6/89

THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO CORRECT THE SCRIVENER'S ERROR IN THE RECORDING INFORMATION OF THE DECLARATION OF UNITY OF TITLE.

ORB 6859 Pg 728

EXHIBIT "A"

ORB 6887 Pg 805

A portion of Parcel "M", ARVIDA PARK OF COMMERCE PLAT NO. 2, according to the plat thereof, as recorded in Plat Book 37, Pages 53 and 54 of the Public Records of Palm Beach County, Florida, and a portion of Parcel "N", ARVIDA PARK OF COMMERCE PLAT NO. 4, according to the plat thereof, as recorded in Plat Book 44, Page 110 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

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

Subject to all easements, reservations and Rights-of-Way of record.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

HAAG MANAGEMENT, Inc.

***As Agent for
Arvida Park of Commerce West Association, Inc.***

Main Line: 561-241-0285

E-mail: dhaag@haagcompanies.com
istavola@haagcompanies.com

February 25, 2026

VIA E-MAIL

Mr. Glenn Gromann, ggromann@compson.com
Carl Klepper, cklepper@compson.com
Cindy England, ckengland@compdon.com

The Bertani at Broken Sound (6001 Broken Sound Parkway)
c/o Compson Group
1075 NW Broken Sound Parkway, Suite 103
Boca Raton, Florida 33487

Subject: Preliminary ARB Review – APOCW – 6001 Broken Sound Parkway NW, Boca Raton, FL

Dear Glenn,

The ARB has reviewed the preliminary site plans submitted on February 17, 2026 and February 25, 2026 for the subject project and on behalf of Arvida Park of Commerce West Association, Inc., ARB preliminary site plan approval is granted.

This approval is conditioned upon the following:

1. Receiving Construction and Engineering drawings for APOCW ARB review and final approval as soon as possible.
2. Provide us with the SFWMD permit modification approval letter when issued.
3. The project seems to create separate ownership parcels and it may be necessary to prepare a cross-access agreement for the proposed retail/restaurant parcel which does not have direct access to the Park's roadway system. The residential building will also need an access agreement to access their trash room.
4. This project may require off-site space to accommodate building materials and construction vehicles as well as parking for the tenants of the two (2) remaining office buildings. The Association roadways cannot be used for storage or parking. Please provide a construction phase staging and parking plan.
5. Several plan sheets show a drainage easement running under the existing southern office building. That easement was partially abandoned according to the survey. Please provide additional information on this.

HAAG MANAGEMENT, Inc.

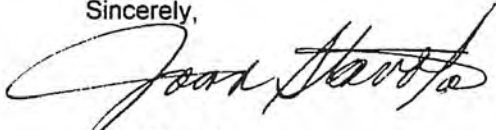
6. The Association documents call for a minimum 35 foot side setback and a development setback from all roadways of 50 feet. The proposed residential building seems to be 18 feet from the north property line abutting parcel O at the garage level. It has balconies that are 23' – 4" from the north property line and other parts of the main building that are 25' – 10" from the north property line. The development landscape setback from Broken Sound Blvd. shows as 25 feet on the plan, but has restaurant patio space and fountains that encroach on that setback. The restaurant patio area seems to be 9 feet from the right-of-way. Please note that the Association will revert to the City of Boca Raton on these issues.

This approval is limited to the authority granted the Association under the Declaration of Covenants and in no way implies that this project conforms to applicable County and/or City codes, laws, ordinances and other legal requirements, including environmental rules and regulations.

Please respond at your earliest opportunity. In accordance with the Declaration of Covenants and Restrictions (the "Declaration"), if any improvement is erected or constructed without prior approval by the ARB, the Association shall have the right to proceed at law or in equity to enforce the applicable provisions of the Declaration which were so violated and all of the costs of such enforcement shall be assessed against, and shall be a lien upon, the site to which such violation relates as a special assessment, which shall be payable upon demand.

We look forward to having this impressive project within The Park at Broken Sound.

Sincerely,



Joan Stavola

ARB Member

LETTER AGREEMENT

This **Letter Agreement** (this "Agreement") is entered into as of the 18 day of May, 2026 (the "Effective Date") by and between Brookwood Sabre 5901 LLC, a Florida limited liability company ("Brookwood") and 6001 BSP Associates, LLC, a Delaware limited liability company ("BSP Associates"), referred to herein individually as a "Party" or collectively as the "Parties").

WHEREAS, Brookwood is the owner of that certain real property located at 5901 NW Broken Sound Parkway, Boca Raton, Florida (the "5901 Property"); and

WHEREAS, BSP Associates is the owner of that certain real property located at 6001 NW Broken Sound Parkway, Boca Raton, Florida (the "6001 Property"); and

WHEREAS, BSP Associates has submitted plans to the City of Boca Raton (the "City") for the development of a 60 resident luxury condominium building on the 6001 Property; and

WHEREAS BSP Associates provided plans to Brookwood on January 23, 2026 (via email), and

WHEREAS, it is the policy of the City that any impacted adjacent property owner provides written consent before the City's Development Services Department will process the development application; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Brookwood agrees to use commercially reasonable efforts to provide feedback on improving the right of way around the retail.
- BSP Associates shall provide monthly updates and all plans. The general contractor, hired by BSP Associates (the "General Contractor") shall provide monthly updates during the construction phase.
- BSP Associates will provide Brookwood with construction phasing, once approved.
- If the parking lot is to be modified, BSP Associates will provide Brookwood with a timeline, written scope and description of the scheduling process no less than 60 days prior.
- BSP Associates will pay for costs necessary to reconfigure.
- BSP Associates agrees to fully restore the 5901 Property to commercially reasonable conditions.
- BSP Associates agrees to provide Brookwood with a certificate of insurance, naming Brookwood as additional insured as well, you will be included in our insurance policy.
- BSP Associates intends to clean the parking lots monthly while under construction, under the responsibility of the General Contractor under contract.
- Brookwood shall use commercially reasonable efforts to cooperate with any cross easements or HOA documents that need to be modified, including but not limited to, any development, consents or applications that are required by the City of Boca Raton.
- Brookwood shall use commercially reasonable efforts, if required, to lease parking spaces located at the furthest point of the parking lot to 6001 BSP Associates, only to the point

that it does not affect the required parking necessary for the 5901 Property. Such arrangement shall be documented under a separate agreement.

- At all times BSP Associates shall follow all local, state, and federal laws and regulations.

1. The Parties acknowledge that the City may impose conditions on the project which would require changes to the site plan (Exhibit "A"). The Parties agree to cooperate, and such cooperation will not be unreasonably withheld. BSP Associates will pay for the improvements required by the plans.

2. Timeline. The Parties acknowledge and agree that the Entitlements for receiving development approval from the City shall be estimated at approximately seven (7) to nine (9) months from the date of execution of this Agreement. BSP Associates shall cooperate in good faith to meet these timelines, recognizing that they are estimates and may be subject to reasonable delays.

3. Temporary Parking and Indemnification. BSP Associates acknowledges its obligations under the existing Agreement with Brookwood and further agrees that, during the modification of any parking, it shall provide alternative parking for Brookwood's tenants (if required) and their guests, located reasonably close to the existing garage and providing substantially equivalent convenience and security, at no additional cost to Brookwood and minimize disruption.

4. Permanent Parking and Indemnification. BSP Associates acknowledges its obligation under the existing Agreement with Brookwood and further agrees that any parking spaces that Brookwood loses at the 5901 Property due to the improvements being under taken shall be replaced, at least on a one for one basis, in a location agreed upon by both Brookwood and BSP.

5. Indemnification. BSP Associates agrees that all personal property brought into the 5901 Property shall be at the sole risk of BSP Associates, and that the Brookwood shall not be liable for the loss thereof or any damages thereto occasioned from any act of any other person. BSP Associates shall indemnify and hold harmless Brookwood and its agents, directors, officers, shareholders, partners, members, employees and invitees, from all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) in connection with any injury to, including death of, any person or damage to any property arising, wholly or in part, out of any act, omission, or neglect of BSP Associates or its agents, directors, officers, shareholders, members, partners, employees, agents, invitees, or guests or any parties contracting with such party relating to this Agreement. The terms of this provision shall survive the termination of this Agreement. Brookwood shall have no liability to BSP Associates for any failure to respond or agree to requests by BSP Associates. This Agreement clearly states that the purpose is that Brookwood shall use commercially reasonable efforts to work with BSP Associates during the project as defined herein.

5. Further Assurances. Each Party agrees to use commercially reasonable efforts to execute and deliver such documents, instruments, and agreements, and take such further action as may be reasonably required, to effectuate the purposes of this Agreement. In no event shall this Agreement create a landlord-tenant or partnership between the Parties, this agreement be for convenience purpose only.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and with the exception of the recorded Declaration in Lieu of Unity of Title and its respective amendments, this agreement supersedes all prior agreements or understandings, whether written or oral.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original for purposes of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

BROOKWOOD SABRE 5901, LLC
a Florida limited liability company

Signed by:
Thomas Brown
By: 128CB541ECC44CC

Name: Thomas W Brown

Title: Manager

Date: 5/22/2026

6001 BSP Associates, LLC,
a Delaware limited liability company

Signed by:
Carl E Klepper Jr.
By: AAC9843FC481495...

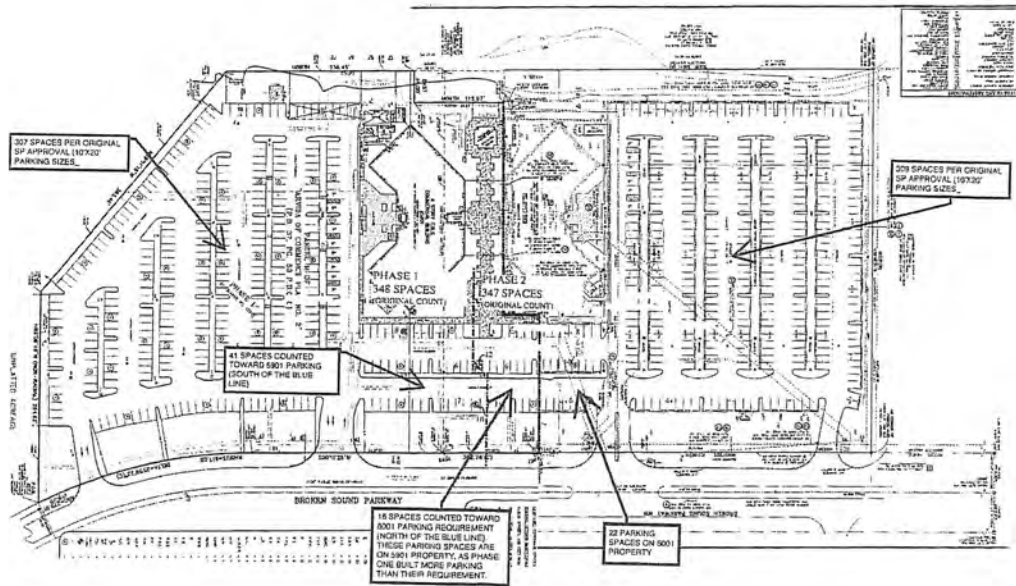
Name: Carl E. Klepper Jr

Title: Authorized Agent

Date: 5/22/2026

Exhibit A

EXHIBIT A 1





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2026-ASO-5873-OE

Issued Date: 06/01/2026

BILL PRADO
COMPSON ASSOCIATES
1075 Broken Sound Parkway NW
Suite #103
Boca Raton, FL 33487

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building 6001
County, State: Palm Beach, Florida

Collected Point(s):

Label	Latitude	Longitude	SE	DET AGL	AMSL
pt-1	26-24-13.81N	80-7-00.12W	13 Ft	115 Ft	128 Ft
pt-2	26-24-13.09N	80-7-00.06W	13 Ft	115 Ft	128 Ft
pt-3	26-24-14.05N	80-6-58.04W	11 Ft	115 Ft	126 Ft
pt-4	26-24-12.80N	80-6-57.66W	12 Ft	115 Ft	127 Ft

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 12/01/2027 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7400-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

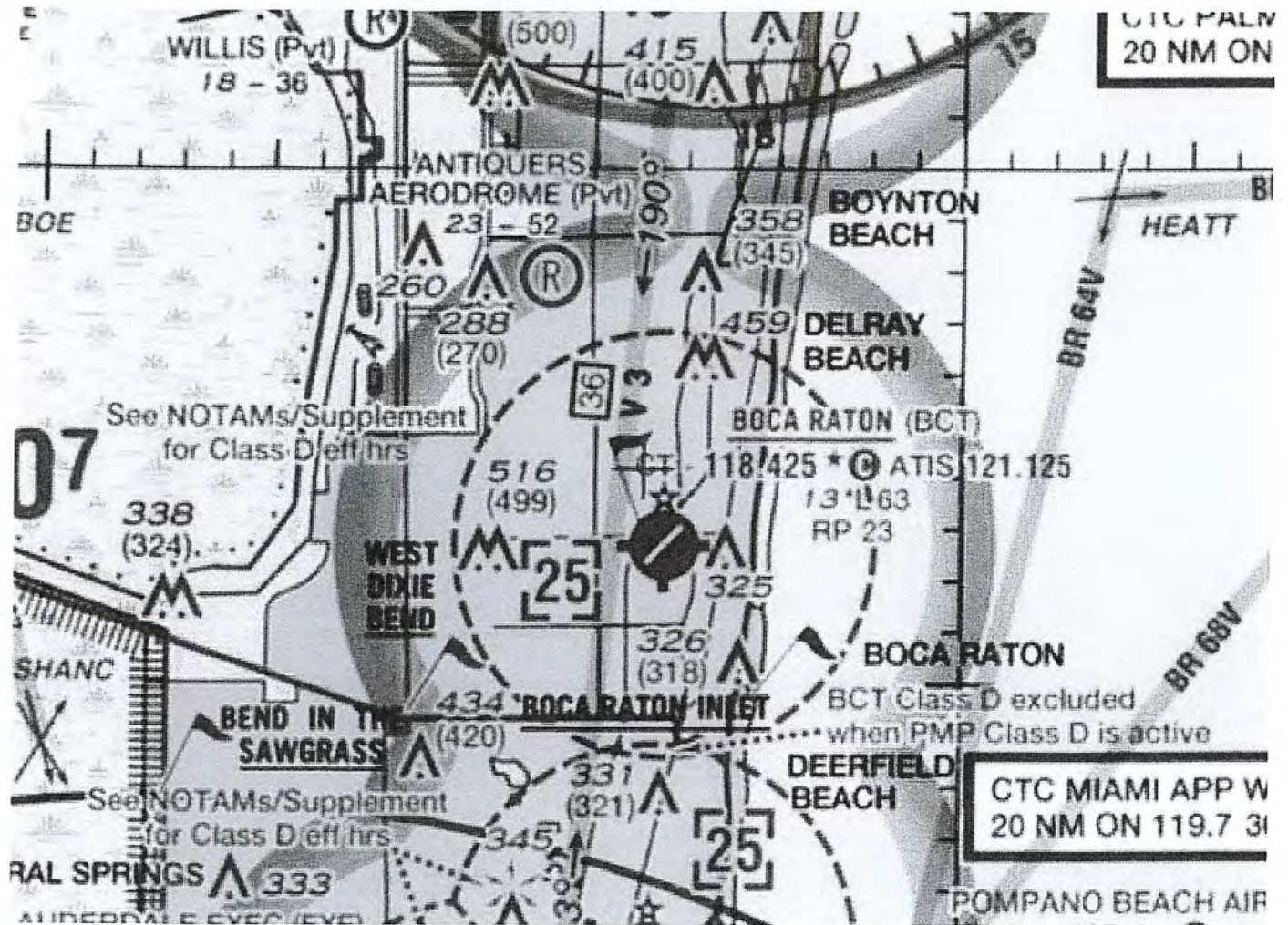
If we can be of further assistance, please contact our office at 1-404-305-6531, or darin.clipper@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2026-ASO-5873-OE.

Signature Control No: 697248490-707334286

(DNE)

Darin Clipper
Specialist

Attachment(s)
Map(s)



for this development by **May 29, 2027**. If you do not do so, the approval is void. Once the twelve (12) month site plan approval period has expired, you are required to maintain an active Building permit for the life of the development. No more than three months may pass during the construction process without an active Building permit, or the site plan approval becomes invalid. The approved plans will be retained in our office and attached to your Building permit plan sets.

Sincerely,

Jenna Lane
Planning Manager

Copy: DRC File, DRC24-0002

SKETCH & DESCRIPTION FOR:
PARTIAL EASEMENT ABANDONMENT

OF 10' F.P.L. EASEMENT RECORDED IN O.R.B. 5451/428, P.B.C.R.
A PORTION OF PARCEL 'N', ARVIDA PARK OF COMMERCE PLAT NO. 4 (P.B. 44, PG. 110, P.B.C.R.)
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of that 10 foot F.P.L. Easement as recorded in Official Record Book 5451, Page 428, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the northeast corner of Parcel 'N', ARVIDA PARK OF COMMERCE PLAT NO. 4, according to the plat thereof, as recorded in Plat Book 44, Page 110, of the Public Records of Palm Beach County, Florida; thence S00°11'25"W, along the east line of said Parcel 'N' and west right-of-way line of Broken Sound Parkway NW, 26.25 feet; thence N89°48'35"W, 10.00 feet to the east line of said easement and to the POINT OF BEGINNING; thence S00°11'25"W, along said east line, 10.00 feet to the south line of said easement; thence N89°48'35"W, along said south line, 9.64 feet to the easterly boundary of said easement; thence S39°41'49"W, along said easterly boundary, 355.14 feet; thence N89°46'15"W, 12.95 feet to the westerly boundary of said easement; thence N39°41'49"E, along said westerly boundary, 368.08 feet to the north line of said easement; thence S89°48'35"E, along said north line, 14.36 feet to the POINT OF BEGINNING.

Said lands lying in City of Boca Raton, Palm Beach County, Florida and containing 3736 square feet, more or less.

SURVEYOR'S NOTES:

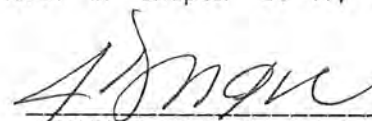
1. Reproductions of this Sketch are not valid without the signature and the original seal or verified digital signature of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, ARVIDA PARK OF COMMERCE PLAT NO. 4, based on the east line of Parcel 'N' having a bearing of S00°11'25"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: CL = Centerline; F.B. = Field Book; F.P.L. = Florida Power & Light Company; L.B. = Licensed Business; N/A = Not Applicable; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; S.F. = Square Feet; U.E. = Utility Easement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 9/2/2026

John T. Doogan, PLS
Digitally signed by John T. Doogan, PLS
Date: 2026.09.03 09:40:17 -04'00'


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 & 2**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **13458-2A**

SCALE: **N/A**

DATE: **08/31/2026**

BY: **S.K.**

CHECKED: **J.T.D.**

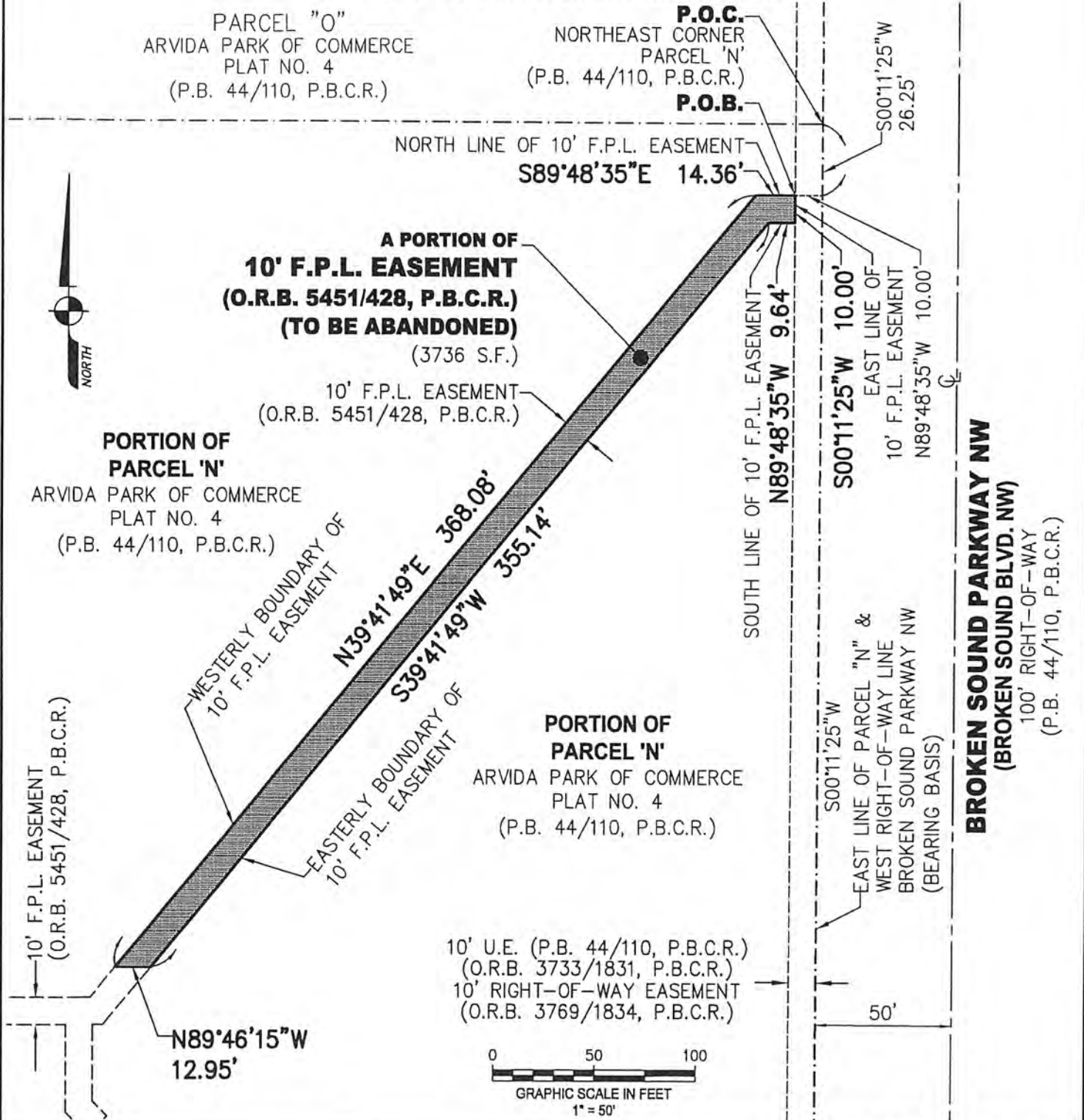
F.B. **N/A** PG. **N/A**

SHEET: **1 OF 2**

NOT VALID WITHOUT
SHEETS 1 & 2

SKETCH & DESCRIPTION FOR:
PARTIAL EASEMENT ABANDONMENT

OF 10' F.P.L. EASEMENT RECORDED IN O.R.B. 5451/428, P.B.C.R.
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REVISIONS



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JOB #: 13458-2A

SCALE: 1" = 50'

DATE: 08/31/2026

BY: S.K.

CHECKED: J.T.D.

F.B. N/A PG. N/A

SHEET: 2 OF 2



PLAN DETAILED REPORT PZSPA-2026-00010 FOR CITY OF BOCA RATON

Plan Type: Site Plan
Work Class: Site Plan
Status: Review Expired
Valuation: \$0.00
Description: THE BERTANI AT BROKEN SOUND (SPA-26-03/CIMD)

Project:
District: Boca Raton
Square Feet: 0.00
Assigned To: Cheryl Townsend

App Date: 03/30/2026
Exp Date: 04/29/2026
Completed: NOT COMPLETED
Approval
Expire Date:

Parcel: 06424701030130020	Main	Address: 6001 Nw Broken Sound Pkwy Boca Raton, FL 33487	Main	Zone: 7(7)
				AE(AE)
				AH(AH)
				X(X)

Traffic Engineer John Donaldson Home: (561) 379-5178 Business: (561) 379-5178 Mobile: (561) 379-5178	Consultant Carol Perez Home: (561) 276-5050 Business: (561) 276-5050 Mobile: (561) 276-5050	Architect VANDER PLOEG & ASSOCIATES, INC. DEREK VANDER PLOEG 400 S. Dixie Hwy #220 Boca Raton, FL 33432 Business: 5613681403	Applicant VANDER PLOEG & ASSOCIATES, INC. DEREK VANDER PLOEG 400 S. Dixie Hwy #220 Boca Raton, FL 33432 Business: 5613681403
Escrow Account Holder Bertani Escrow	Civil Engineer Jeffrey Schnars 947 Clint Moore Road Boca Ratpon, FL 33487	Applicant KLEPPER CARL TRUST 36 SE 3 ST BOCA RATON, FL 33432	

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00124387	Site Plan Amendments SF	\$3,850.00	\$3,850.00
	Admin Processing	\$250.00	\$250.00
	Graphics	\$50.00	\$50.00
	Total for Invoice INV-00124387	\$4,150.00	\$4,150.00
INV-00126792	First Resubmittal	\$255.00	\$255.00
	Total for Invoice INV-00126792	\$255.00	\$255.00
Grand Total for Plan		\$4,405.00	\$4,405.00

Plan Number: PZAB-2026-00007

Add to Cart

Plan Details | Tab Elements | Main Menu

Type: Abandonment-Easement and/or Right of Way (ROW) **Status:** Submitted - Online **Project Name:**

IVR Number: 82757 **Applied Date:** 09/03/2026 **Expiration Date:**

District: Boca Raton **Assigned To:** **Completion Date:**

Description: Partial Easement Abandonment of 12' sanitary sewer easement recorded in O.R.B. 4985/1807, P.B.C.R.

Summary | Locations | Fees | Attachments | Contacts | Sub-Records | More Info

More Info | First Tab | Plan Details | Main Menu

More Info

General

Next Section | Top | Main Menu

Purpose for proposed abandonment(s) (narrative)

We are proposing the abandonment of a portion of the existing 12' sanitary sewer easement, which will be re-routed to allow for the construction of a new retail/ restaurant building, as part of the proposed CIMD development (The Bertani) associated to this property.

Easement or Right-of-Way?

Easement

If Easement Abandonment, what type?

☐	Driveway
☐	Access
☐	Drainage
☐	Utilities
☒	Water and Sewer
☐	Lift Station
☐	Well
☐	Land Conservation
☐	Sidewalk
☐	Bus Shelter
☐	N/A

Is this an administrative process or non-admin? Non - Admin

See Code Section (25-34) for admin requirements

Is the proposed abandonment related to a code citation/violation?

If yes, provide the number

Is the proposed abandonment associated with a previous development approval?

Yes

If yes, provide the petition number and/or development approval number?

SPA-6/84-29

Is the proposed abandonment associated with a current development project under review?

Yes

Is the easement abandonment proposed to be relocated?

Yes

If yes, please explain further

The existing 8" sanitary sewer pipe will be re-routed per engineering drawings prepared by Schnars Engineers as part of the PZSPA-2026-00010 The Bertani CIMD. A new easement will be put in place at the proposed location of the 8" sanitary sewer.

Environmental Advisory Board Hearing is required, if the abandonment is within a conservation area.

Is abandonment within a conservation area? No

Please provide Official Record (OR) Book and Page or Plat (PL) Book and Page

Official Record (OR)

Book and Page

Book	Page
4985	1807

Site Data

Site (Acres) 5.092

Total Building Square Feet 244746

The building square feet is the total of Existing and Proposed square feet.

Additional Plots/Parcels? No

[Previous Section](#) | [Top](#) | [Main Menu](#)

Notice to Submitters: To ensure clarity, avert potential misunderstandings, and conserve taxpayer funds that might otherwise be expended in litigating unjustified estoppel-related claims, this Notice reaffirms: a party cannot reasonably rely on any aspect of governmental action unless and until the City has taken final action and all applicable appeal periods have expired. Submission of an application, materials, project narrative, fees, presentation, proposal, request, information or documentation regarding a potential project, as well as any pre-application meetings or preliminary discussions (collectively or individually, a "Submission") by or on behalf of a party (a "Requester"), and any actions by or on behalf of the City related thereto (including, without limitation, receipt, placement on an agenda, review, comments, input, discussions, directions, meetings, recommendations, evaluations, assessments, analyses, opinions, conclusions, consensus, statements, suggestions, representations, or other communications, whether or not provided to Requester) does not:

- (i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,
- (ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or
- (iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

By preparing and/or providing a Submission to the City, Requester: (i) is proceeding at his/her/its own risk, and (ii) bears any and all risk of loss in connection with the Submission or resulting from the denial of the Submission, including without limitation, losses related to time invested, costs incurred, potential opportunities, and resources expended. Note, based on the specific facts, estoppel rights may not extend to all final actions of the City, and such final actions remain subject to City Council's authority to revoke, rescind, reverse, repeal, withdraw or annul a prior action. [Revised October 20, 2023]

Project Parcel Control Number (PCN) 06-42-47-01-03-013-0020

Project Property Address: 6001 NW BROKEN SOUND PARKWAY, BOCA RATON, FL 33487

Property Owner (As Listed in Palm Beach County Property Appraiser):
6001 BSP ASSOCIATES LTD

Type of ownership, if not an individual*:

AR

- ☐ Corporation ☒ Limited liability company ☐ Limited partnership
- ☐ General partnership or joint venture ☐ Unincorporated REIT
- ☐ Trust (Trust Documentation may be required)
- ☐ Other, specify, _____ State of formation (i.e. Delaware) _____

*copy of Registered Agent from State of Division of Corporations to be provided.

NOTE THAT AUTHORIZED AGENT FORM IS ONLY VALID FOR 6 MONTHS AFTER NOTARIZED DATE.

EACH OWNER AS LISTED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS RECORDS WILL NEED TO SUPPLY AN AUTHORIZED AGENT FORM. I.e: (Husband and wife), (Members of a Trust), (Tenants by Entirety), (Tenancy in Common)

AUTHORIZED AGENT FORM

I/We*, ARYEH MAGILNICK as owner/authorized signer of 6001 BSP ASSOCIATES LTD
(As Listed in Palm Beach County Property Appraiser) 06-42-47-01-03-013-0020
(print property address(s) or PCN(s))

do hereby authorize CARL E. KLEPPER JR & DEREK VANDER PLOEG to act as my agents in
(print name of authorized agent)

representing and/or submitting development applications to the City of Boca Raton. I understand that I am the owner of record responsible for the development applications submitted by my agent referenced above. I further understand that each time my agent submits an application or signs any required documents, the individual must exhibit this authorization form at the discretion of the Planning and Zoning Staff.

*If the property is owned by multiple persons/parties, additional notary pages will be required.

The Owner's Signature Is To Be Notarized

 1/28/2026
(Owner's Signature) (Date)

ARYEH MAGILNICK, Authorized signer (see attached letter)
(Owner Print Name)

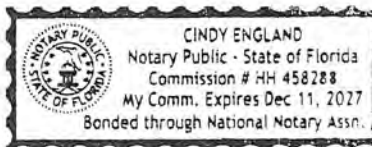
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 28 day of
JANUARY, 2026. By ARYEH MAGILNICK, who is personally known to
me () or has provided the following identification _____.

Notary Public Signature: 

Notary Public Print Name: CINDY ENGLAND

Notary Public Stamp Here:



NOTE THAT AUTHORIZED AGENT FORM IS ONLY VALID FOR 6 MONTHS AFTER NOTARIZED DATE.

EACH OWNER AS LISTED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS RECORDS WILL NEED TO SUPPLY AN AUTHORIZED AGENT FORM. ie: (Husband and wife), (Members of a Trust), (Tenants by Entirety), (Tenancy in Common)



January 28, 2026

Subject: Letter of Authorization – Aryeh Magilnick, CFO

This letter serves as authorization for Aryeh Magilnick, CFO /Agent for the property owner, 6001 BSP Associated, Ltd, to sign City of Boca Raton and/or Palm Beach County Building Permit Applications and/or related applications on its behalf.

Yours sincerely,

A handwritten signature in blue ink, appearing to be "Aryeh Magilnick", written over a horizontal line.

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me, this 28th day of January 2026, by Peter Veres, who is personally known to me or has produced _____ as identification and did/did not take an oath.

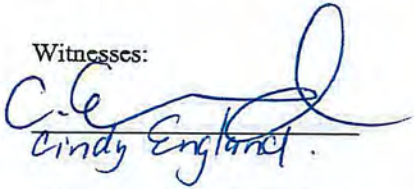
A handwritten signature in blue ink, appearing to be "Cindy England", written over a horizontal line.

Notary Public Signature
Cindy England
Notary typed, printed or stamped

LIMITED POWER OF ATTORNEY-PERMIT/POA

6001 BSP Associates, LLC ("Owner") a Delaware limited liability company with an address c/o 21346 St. Andrews Blvd #206 BOCA RATON, FL 33433 does hereby certify that said entity is the Owner of certain real property located at 6001 NW Broken Sound Parkway, Boca Raton, Florida, Parcel ID# 06-42-47-01-03-013-0020 (hereinafter the "Property"). Owner hereby authorizes, ratifies and confirms that Carl E. Klepper Jr, c/o 1075 Broken Sound Parkway NW, Suite 103, Boca Raton, FL, is designated to act as an authorized representative, agent, and attorney-in-fact on the behalf of Owner in executing, effectuating or otherwise representing the Owner as to submission and the execution as signatory for: 1) all building or permit applications including those with the City of Boca Raton; 2) any other related matters of any kind associated with the submission of any type of permit or Development approval request to any governmental or quasi-governmental agency including those of the City of Boca Raton; 3) to act as Owner representative in any capacity including in public hearings related to development approvals and 4) act on behalf of and as Owner with regard to the Arvida Park of Commerce Association ("POA"), including submission of ARB and other approval requests to the POA.

Witnesses:


Cindy England

6001 BSP Associates, LLC
a Delaware limited liability company

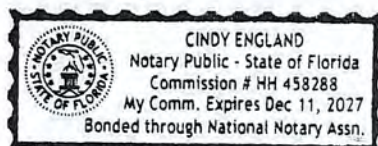

Aryeh Maginnick, Authorized Signer

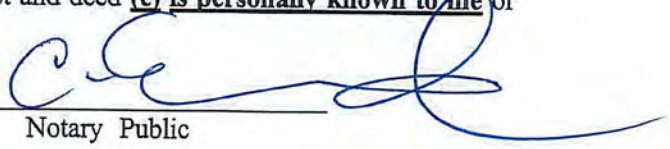
STATE OF FLORIDA)

) ss: _____

COUNTY OF PALM BEACH)

I CERTIFY that on January 28, 2026, the duly authorized Manager Member of 6001 BSP Associates, LLC, personally came before me, and this person acknowledged under oath, to my satisfaction, that this person: (a) is named in and personally signed this Agreement; (b) signed, sealed and delivered this Agreement as his or her act and deed **(c) is personally known to me** or produced _____ as identification.




Notary Public

Notice to Submitters: To ensure clarity, avert potential misunderstandings, and conserve taxpayer funds that might otherwise be expended in litigating unjustified estoppel-related claims, this Notice reaffirms: a party cannot reasonably rely on any aspect of governmental action unless and until the City has taken final action and all applicable appeal periods have expired. Submission of an application, materials, project narrative, fees, presentation, proposal, request, information or documentation regarding a potential project, as well as any pre-application meetings or preliminary discussions (collectively or individually, a "Submission") by or on behalf of a party (a "Requester"), and any actions by or on behalf of the City related thereto (including, without limitation, receipt, placement on an agenda, review, comments, input, discussions, directions, meetings, recommendations, evaluations, assessments, analyses, opinions, conclusions, consensus, statements, suggestions, representations, or other communications, whether or not provided to Requester) does not:

- (i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,
- (ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or
- (iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

By preparing and/or providing a Submission to the City, Requester: (i) is proceeding at his/her/its own risk, and (ii) bears any and all risk of loss in connection with the Submission or resulting from the denial of the Submission, including without limitation, losses related to time invested, costs incurred, potential opportunities, and resources expended. Note, based on the specific facts, estoppel rights may not extend to all final actions of the City, and such final actions remain subject to City Council's authority to revoke, rescind, reverse, repeal, withdraw or annul a prior action. [Revised October 20, 2023]

Project Parcel Control Number (PCN) 06-42-47-01-03-013-0010

Project Property Address: 5901 NW Broken Sound Parkway (6001 NW Broken Sound Parkway)

Property Owner (As Listed in Palm Beach County Property Appraiser):
BROOKWOOD SABRE 5901 LLC

Type of ownership, if not an individual*:

- ☐ Corporation ☒ Limited liability company ☐ Limited partnership
- ☐ General partnership or joint venture ☐ Unincorporated REIT
- ☐ Trust (Trust Documentation may be required)
- ☐ Other, specify, _____ State of formation (i.e. Delaware) _____

*copy of Registered Agent from State of Division of Corporations to be provided.

NOTE THAT AUTHORIZED AGENT FORM IS ONLY VALID FOR 6 MONTHS AFTER NOTARIZED DATE.

EACH OWNER AS LISTED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS RECORDS WILL NEED TO SUPPLY AN AUTHORIZED AGENT FORM. I.e: (Husband and wife), (Members of a Trust), (Tenants by Entirety), (Tenancy in Common)

AUTHORIZED AGENT FORM

I/We*, Thomas Brown as Manager of 5901 NW Broken Sound Parkway, Boca Raton, FL 33487
Property Owner (As Listed in Palm Beach County Property Appraiser):

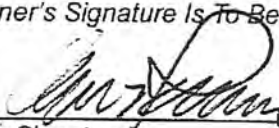
property address(s) or PCN(s) 06-42-47-01-03-013-0010

do hereby authorize Carl E. Klepper Jr. - 6001 BSP Associates, LLC (6001 Condo LLC) to act as my agent in
(print name of authorized agent)

representing and/or submitting development applications to the City of Boca Raton. I understand that I am the owner of record responsible for the development applications submitted by my agent referenced above. I further understand that each time my agent submits and application or signs any required documents, that the individual must exhibit this authorization form at the discretion of the Planning and Zoning Staff.

*If the property is owned by multiple persons/parties, additional notary pages will be required.

The Owner's Signature Is To Be Notarized


(Owner's Signature)

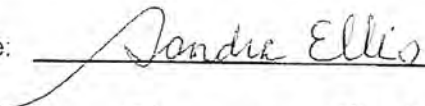
9/22/26
(Date)

Thomas W. Brown, Manager

(Owner Print Name)

STATE OF ~~FLORIDA~~ Massachusetts
COUNTY OF Essex

The foregoing instrument was acknowledged before me on this 22nd day of September, 2026. By Thomas W. Brown, who is personally known to me ☒ or has provided the following identification _____.

Notary Public Signature: 

Notary Public Print Name: Sandra Ellis

Notary Public Stamp Here:



NOTE THAT AUTHORIZED AGENT FORM IS ONLY VALID FOR 6 MONTHS AFTER NOTARIZED DATE.

EACH OWNER AS LISTED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS RECORDS WILL NEED TO SUPPLY AN AUTHORIZED AGENT FORM. I.e: (Husband and wife), (Members of a Trust), (Tenants by Entirety), (Tenancy in Common)

A14000000628

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200303109062

17 DEC -5 AM 11:16

FILED

2017 DEC -5 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALY
DEC -6 2017

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 941629 4312919

AUTHORIZATION :

COST LIMIT : \$ 52.50

Liquidation

ORDER DATE : December 5, 2017

ORDER TIME : 9:42 AM

ORDER NO. : 941629-005

CUSTOMER NO: 4312919

DOMESTIC AMENDMENT FILING

NAME: 6001 BSP ASSOCIATES, LTD.

1/15/17

EFFECTIVE DATE:

XX CONVERSION
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Roxanne Turner -- EXT#

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 6001 BSP Associates, Ltd.
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Conversion and fee(s) are submitted to convert a Florida Limited Partnership or Limited Liability Limited Partnership into an "Other Organization" in accordance with s. 620.2104, F.S.

Please return all correspondence concerning this matter to:

Russell B. Hale

Contact Person

Akerman LLP

Firm/Company

P.O. Box 231

Address

Orlando, FL 32802

City, State and Zip Code

Russell.Hale@akerman.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Barbara O'Quinn

Name of Contact Person

at (407)

419-8595

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☐ \$105.00 Filing Fee
and Certified Copy

☐ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
2017 DEC -5 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Conversion
For
Florida Limited Partnership or Limited Liability Limited Partnership
Into
"Other Organization"

This Certificate of Conversion is submitted to convert the following **Florida Limited Partnership or Limited Liability Limited Partnership** into an "Other Organization" in accordance with s. 620.2104, Florida Statutes.

1. The name of the Florida Limited Partnership or Limited Liability Limited Partnership converting into the "Other Organization" is:

6001 BSP Associates, Ltd.

Enter Name of Florida Limited Partnership/Limited Liability Limited Partnership

2. The name of the "Other Organization" is:

6001 BSP Associates, LLC

Enter Name of "Other Organization"

3. The "Other Organization" is a limited liability company
(Enter entity type. Example: corporation, limited liability company,
general partnership, common law or business trust, etc.)

organized, formed or incorporated under the laws of Delaware
(Enter state, or if a non-U.S. entity, the name of the country)

4. The above referenced Florida Limited Partnership or Limited Liability Limited Partnership has converted into an "Other Organization" in compliance with Chapter 620, F.S., and the conversion complies with the applicable laws governing the "Other Organization."

5. The plan of conversion was approved by the converting Florida Limited Partnership or Limited Liability Limited Partnership as required by Chapter 620, F.S., and the governing law of the converted "Other Organization."

FILED

2017 DEC -5 AM 11:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6. This conversion was effective under the laws governing the "Other Organization"

on: November 5, 2017

7. If the "Other Organization" is an out-of-state organization not registered to transact business in Florida, the "Other Organization" lists the following street and mailing address of an office the Florida Department of State may use for purposes of s. 620.2105(3), F.S.:

Street Address: 6001 Broken Sound Parkway, Suite 502

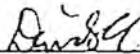
Boca Raton, FL 33487

Mailing Address: 60011 Broken Sound Parkway, Suite 502

Boca Raton, FL 33487

Signed this 23 day of NOVEMBER, 20 17

Signature of Each General Partner listed in Certificate of Limited Partnership:



Fees:	Filing Fee:	\$52.50
	Certified Copy:	\$52.50 (Optional)
	Certificate of Status:	\$8.75 (Optional)

CITY OF BOCA RATON – DEVELOPMENT SERVICES

Notice to Submitters: To ensure clarity, avert potential misunderstandings, and conserve taxpayer funds that might otherwise be expended in litigating unjustified estoppel-related claims, this Notice reaffirms: a party cannot reasonably rely on any aspect of governmental action unless and until the City has taken final action and all applicable appeal periods have expired. Submission of an application, materials, project narrative, fees, presentation, proposal, request, information or documentation regarding a potential project, as well as any pre-application meetings or preliminary discussions (collectively or individually, a "Submission") by or on behalf of a party (a "Requester"), and any actions by or on behalf of the City related thereto (including, without limitation, receipt, placement on an agenda, review, comments, input, discussions, directions, meetings, recommendations, evaluations, assessments, analyses, opinions, conclusions, consensus, statements, suggestions, representations, or other communications, whether or not provided to Requester) does not:

(i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,

(ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or

(iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

By preparing and/or providing a Submission to the City, Requester: (i) is proceeding at his/her/its own risk, and (ii) bears any and all risk of loss in connection with the Submission or resulting from the denial of the Submission, including without limitation, losses related to time invested, costs incurred, potential opportunities, and resources expended. Note, based on the specific facts, estoppel rights may not extend to all final actions of the City, and such final actions remain subject to City Council's authority to revoke, rescind, reverse, repeal, withdraw or annul a prior action. [Revised October 20, 2023]

6001 Broken Sound Parkway NW, Boca Raton, FL 33487
Project Property Address(es): _____

06-42-47-01-03-013-0020
Project Parcel Control Number(s): _____

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY and *APPLICANT

TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) AND BY APPLICANT (*ONLY WHEN THE APPLICANT IS NOT THE OWNER OF THE SUBJECT PROPERTY) FOR EACH APPLICATION FOR: Site Plan Approval, Conditional Use Approval, Master Plan Approval, Comprehensive Plan Future Land Use Map Amendment Approval, Rezoning Approval, etc. ("Development Order Approval")

TO: DEVELOPMENT SERVICES DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY
OF PALM BEACH

AS TO PROPERTY OWNER:

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

1.(a) Affiant One is the [] individual or [] Authorized Signer [position - e.g., president, partner, trustee] of 6001 BSP Associates, LLC [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Development Order Approval with the City of Boca Raton.

1.(b) Affiant One's address is:

21436 St. Andrews Blvd., #206, Boca Raton, FL 33433

1.(c). Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five (5%) percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

AS TO APPLICANT:

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

2.(a) Affiant Two is the [] individual or [] _____ [position - e.g., president, partner, trustee] of _____ [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] (hereinafter "Applicant"). Applicant seeks Development Order Approval for real property legally described on the attached Exhibit "A" (the "Property").

2.(b) Affiant Two's address is:

2.(c). Attached hereto as Exhibit "C" is a complete listing of the names and addresses of every person or entity having a five (5%) percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

AS TO PROPERTY OWNER AND/OR APPLICANT (only when the Applicant is not the owner of the subject property):

3. Affiant One and/or Affiant Two acknowledge(s) that this Affidavit is given to comply with City of Boca Raton policy, and will be relied upon by the City of Boca Raton in its review of an application for Development Order Approval affecting the Property. Affiant One further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five (5%) percent or greater interest in the Property. Affiant Two further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interest on behalf of the Applicant.
4. Affiant One further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Development Order Approval. Affiant Two further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Development Order Approval.
5. Affiant One and Affiant Two further state that Affiant One and Affiant Two are 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 One and Affiant Two declare that Affiant One and Affiant Two have examined this Affidavit and to the best of Affiant One's and Affiant Two's knowledge and belief it is true, correct, and complete.

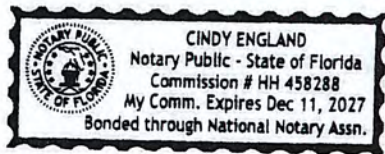
FURTHER AFFIANT ONE SAYETH NAUGHT.



Aryeh Magilnick, Authorized Signer, Affiant One

(Print Affiant One Name)

The foregoing instrument was acknowledged before me this 10th day of March,
20 26, by Aryeh Magilnick, [X] who is personally known
to me or [] who has produced _____ as
identification and who did take an oath.



Notary Public

Cindy England

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: December 11, 2027

FURTHER AFFIANT TWO SAYETH NAUGHT.

_____, Affiant Two
(Print Affiant Two Name)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, [] 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: ____

CITY OF BOCA RATON – DEVELOPMENT SERVICES

EXHIBIT "A"

PROPERTY

PARCEL "A"

A portion of Parcel "M", Arvida Park of Commerce Plat No. 2, according to the plat thereof, as recorded in Plat Book 37, Pages 53 and 54 of the Public Records of Palm Beach County, Florida, and a portion of Parcel "N", Arvida Park of Commerce Plat No. 4, according to the Plat thereof, as recorded in Plat Book 44, Page 110 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "M"; thence North 89 degrees 06 minutes 49 seconds West, along the South line of said Parcel "M", a distance of 264.62 feet; thence North 49 degrees 51 minutes 16 seconds West, along the Southwesterly line of said Parcel "M", a distance of 363.46 feet; thence North, along the West line of said Parcel "M", a distance of 236.45 feet to the Point of Beginning of this description; thence East, a distance of 40.00 feet; thence North a distance of 124.97 feet; thence South 89 degrees 48 minutes 35 seconds East, a distance of 14.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 36 degrees 40 minutes 48 seconds East from the last described point; thence Northerly, Easterly, thence Southerly, along the arc of said curve, having a radius of 50.00 feet, an arc distance of 64.35 feet to a point; thence South 89 degrees 48 minutes 35 seconds East, a distance of 145.00 feet to the intersection with the arc of circular curve to the right, whose radius point bears South 36 degrees 40 minutes 48 seconds East from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 50.00 feet, an arc distance of 32.17 feet to the point of tangency; thence South 89 degrees 48 minutes 35 seconds East, a distance of 20.00 feet; thence North 00 degrees 11 minutes 25 seconds East, a distance of 25.00 feet; thence South 89 degrees 48 minutes 35 seconds East, a distance of 173.00 feet to a point on the East line of said Parcel "N", said point being further described as being on the West Right of Way line of Broken Sound Parkway Northwest, as shown on said Plat; thence North 00 degrees 11 minutes 25 East, along said East line, along said West Right of Way line, a distance of 420.00 feet to the Northeast corner of said Parcel "N"; thence North 89 degrees 48 minutes 35 seconds West, along the North line of said Parcel "N", a distance of 483.51 feet to the Northwest corner of said Parcel "N"; thence South, along the West line of said Parcel "N", a distance of 541.56 feet to the Southwest corner of said Parcel "N", said point being further described as being the Northwest corner of said Parcel "M"; thence continue South, along the West line of said Parcel "M", a distance of 38.55 feet to the Point of Beginning of this description.

PARCEL "B"

A portion of Parcel "N", Arvida Park of Commerce Plat No. 4, according to the Plat thereof, as recorded in Plat Book 44, Page 110, of the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of Parcel "M", Arvida Park of Commerce Plat No. 2, according to the Plat thereof, as recorded in Plat Book 37, Page 53 and 54, of the Public Records of Palm Beach County, Florida; thence North 89 degrees 06 minutes 49 seconds West, along the South line of said Parcel "M", a distance of 264.62 feet; thence North 49 degrees 51 minutes 16 seconds West, along the Southwesterly line of said Parcel "M", a distance of 363.46 feet; thence North, along the West line of said Parcel "M", a distance of 236.45 feet; thence East, a distance of 40.00 feet; thence North, a distance of 112.97 feet to the Point of Beginning; thence continue North, a distance of 12.00 feet; thence South 89 degrees 48 minutes 35 seconds East, a distance of 14.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 36 degrees 40 minutes 48 seconds East from the last described point; thence Northerly, Easterly thence Southerly, along the arc of said curve, having a radius of 50.00 feet, an arc distance of 64.35 feet to a point; thence South 89 degrees 48 minutes 35 seconds East, a distance of 145.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 36 degrees 40 minutes 48 seconds East from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 50.00 feet, an arc distance of 32.17 feet to the point of tangency; thence South 89 degrees 48 minutes 35 seconds East, a distance of 20.00 feet; thence South 00 degrees 11 minutes 25 seconds West, a distance of 22.00 feet thence North 89 degrees 48 minutes 35 seconds West, a distance of 268.96 feet to the Point of Beginning.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 221,828 square feet (5.092 acres) more or less.

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant One must identify all entities and individuals owning five (5%) percent or more ownership interest in the Property. Affiant One must identify individual owners. For example, if Affiant One is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant One must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
8724725 Canada Inc.	31 Boul. De La. Seignuire, Blainville, #206, Canada
BASE Vermont Investments LLC	38 Eastwood Avenue, Suite 401, South Burlington, VT
Marla Steinman Veres	26 Haatsmaut Street Raanana 4346013 Israel
Mitchell Knishbacher	38 Eastwood Avenue, Suite 401, South Burlington, VT

EXHIBIT “C”

DISCLOSURE OF OWNERSHIP INTERESTS - APPLICANT

Affiant Two must identify all entities and individuals owning five (5%) percent or more ownership interest in Applicant's corporation, partnership, or other principal, if any. Affiant Two must identify individual owners. For example, if Affiant Two is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant Two must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address



January 28, 2026

Subject: Letter of Authorization – Aryeh Magilnick, CFO

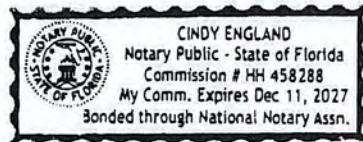
This letter serves as authorization for Aryeh Magilnick, CFO /Agent for the property owner, 6001 BSP Associated, Ltd, to sign City of Boca Raton and/or Palm Beach County Building Permit Applications and/or related applications on its behalf.

Yours sincerely,

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me, this 28th day of January 2026, by Peter Veres, who is personally known to me or has produced _____ as identification and did/did not take an oath.

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke, positioned above the text "Notary Public Signature".

Notary Public Signature,
Cindy England
Notary typed, printed or stamped

CITY OF BOCA RATON – DEVELOPMENT SERVICES

Notice to Submitters: To ensure clarity, avert potential misunderstandings, and conserve taxpayer funds that might otherwise be expended in litigating unjustified estoppel-related claims, this Notice reaffirms: a party cannot reasonably rely on any aspect of governmental action unless and until the City has taken final action and all applicable appeal periods have expired. Submission of an application, materials, project narrative, fees, presentation, proposal, request, information or documentation regarding a potential project, as well as any pre-application meetings or preliminary discussions (collectively or individually, a "Submission") by or on behalf of a party (a "Requester"), and any actions by or on behalf of the City related thereto (including, without limitation, receipt, placement on an agenda, review, comments, input, discussions, directions, meetings, recommendations, evaluations, assessments, analyses, opinions, conclusions, consensus, statements, suggestions, representations, or other communications, whether or not provided to Requester) does not:

- (i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,
- (ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or
- (iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

By preparing and/or providing a Submission to the City, Requester: (i) is proceeding at his/her/its own risk, and (ii) bears any and all risk of loss in connection with the Submission or resulting from the denial of the Submission, including without limitation, losses related to time invested, costs incurred, potential opportunities, and resources expended. Note, based on the specific facts, estoppel rights may not extend to all final actions of the City, and such final actions remain subject to City Council's authority to revoke, rescind, reverse, repeal, withdraw or annul a prior action. [Revised October 20, 2023]

Project Property Address(es): 5901 NW BROKEN SOUND PKWY
Boca Raton, FL 33487

Project Parcel Control Number(s): 06-42-47-01-03-013-0010

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY and *APPLICANT

TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) AND BY APPLICANT (*ONLY WHEN THE APPLICANT IS NOT THE OWNER OF THE SUBJECT PROPERTY) FOR EACH APPLICATION FOR: Site Plan Approval, Conditional Use Approval, Master Plan Approval, Comprehensive Plan Future Land Use Map Amendment Approval, Rezoning Approval, etc. ("Development Order Approval")

TO: DEVELOPMENT SERVICES DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY
OF PALM BEACH

AS TO PROPERTY OWNER:

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

- 1.(a) Affiant One is the [] individual or [] Manager [position - e.g., president, partner, trustee] of BROOKWOOD SABRE 5901 LLC [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Development Order Approval with the City of Boca Raton.

CITY OF BOCA RATON – DEVELOPMENT SERVICES

1.(b) Affiant One's address is:

138 Conant Street , Beverly MA 01915

1.(c). Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five (5%) percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

AS TO APPLICANT:

BEFORE ME, the undersigned authority, this day personally appeared
Carl E. Klepper Jr. _____, hereinafter referred to as
"Affiant Two," who being by me first duly sworn, under oath, deposes and states as follows:

2.(a) Affiant Two is the [] individual or [] Agent _____ [position - e.g.,
president, partner, trustee] of 6001 BSP Associates, LLC _____ [name and type of entity -
e.g., ABC Corporation, XYZ Limited Partnership] (hereinafter "Applicant"). Applicant seeks
Development Order Approval for real property legally described on the attached Exhibit "A" (the
"Property").

2.(b) Affiant Two's address is:

1075 Broken Sound Parkway NW, Suite 103

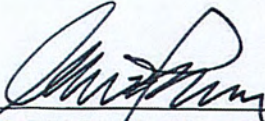
Boca Raton, FL 33487

2.(c). Attached hereto as Exhibit "C" is a complete listing of the names and addresses of every person or entity having a five (5%) percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

AS TO PROPERTY OWNER AND/OR APPLICANT (only when the Applicant is not the owner of the subject property):

3. Affiant One and/or Affiant Two acknowledge(s) that this Affidavit is given to comply with City of Boca Raton policy, and will be relied upon by the City of Boca Raton in its review of an application for Development Order Approval affecting the Property. Affiant One further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five (5%) percent or greater interest in the Property. Affiant Two further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interest on behalf of the Applicant.
4. Affiant One further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Development Order Approval. Affiant Two further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Development Order Approval.
5. Affiant One and Affiant Two further state that Affiant One and Affiant Two are 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 One and Affiant Two declare that Affiant One and Affiant Two have examined this Affidavit and to the best of Affiant One's and Affiant Two's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT ONE SAYETH NAUGHT.

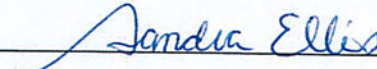


Thomas Brown Manager, Affiant One
(Print Affiant One Name)

Thomas Brown

The foregoing instrument was acknowledged before me this 22nd day of September
2026, by Thomas Brown, [X] who is personally known
to me or [] who has produced _____ as
identification and who did take an oath.





Notary Public

Sandra Ellis

(Print Notary Name)

NOTARY PUBLIC

State of ~~Florida at Large~~ Massachusetts

My Commission Expires: 6/21/2030

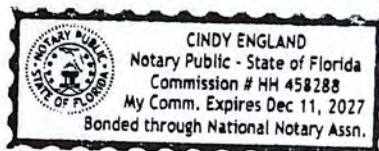
FURTHER AFFIANT TWO SAYETH NAUGHT.



Carl E. Klepper Jr., Affiant Two

(Print Affiant Two Name)

The foregoing instrument was acknowledged before me this 16 day of September, 2026, by Carl E. Klepper Jr., [☒] who is personally known to me or [☐] who has produced _____ as identification and who did take an oath.





Notary Public

Cindy England.

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: Dec 11, 2027.

CITY OF BOCA RATON – DEVELOPMENT SERVICES

EXHIBIT "A"

PROPERTY

Location Address 5901 NW BROKEN SOUND PKWY

Municipality BOCA RATON

Parcel Control Number 06-42-47-01-03-013-0010

Subdivision ARVIDA PARK OF COMMERCE PL 2 PB37P53&54

Official Records Book/Page 33110 / 1468

Sale Date 11/19/2021

Legal Description ARVIDA PARK OF COMMERCE PL 2 PAR M (LESS N 38.55 FT OF W 40 FT) & ARVIDA PARK OF COMMERCE PL 4 PB44P110 SLY 74.42 FT OF ELY 441.96 FT & NLY 47 FT OF SLY 121.56 FT OF ELY 173 FT OF PAR N IN OR20733P1755

Property Detail

Parcel Control Number : 06-42-47-01-03-013-0010

Owners : BROOKWOOD SABRE 5901 LLC

Mailing Address : BROOKWOOD FINANCIAL PARTNERS C/O 138 CONANT ST
BEVERLY MA 01915 1661

Location Address : 5901 NW BROKEN SOUND PKWY

Book/Page : 33110 / 1468

Sale Date : 11/19/2021

Legal Description : ARVIDA PARK OF COMMERCE PL 2 PAR M (LESS N 38.55 FT OF W 40 FT) & ARVIDA
PARK OF COMMERCE PL 4 PB44P110 SLY 74.42 FT OF ELY 441.96 FT & NLY 47 FT OF
SLY 121.56 FT OF ELY 173 FT OF PAR N IN OR20733P1755

Property Use Code : 1800—OFFICE BLDG- NON MEDICAL 4 STORIES & UP

Zoning : LIRP—INDUSTRIAL (06-BOCA RATON)

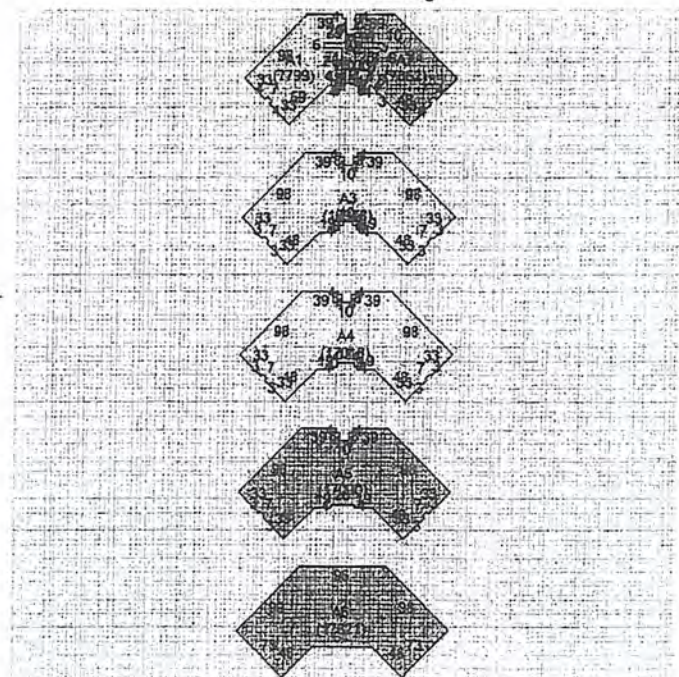
Total Square Feet : 103022

Acres : 5.91

Building Details**Subarea and Square Footage for Building 1**

Description	square Footage
LOBBY	1033
OFFICES	7799
OFFICES	16978
OFFICES	17018
OFFICES	17090
OFFICES	35242
OFFICES	7862
Total Square Footage	103022

Sketch for Building 1

**Property Extra Feature**

Description	Year Built	Units
Walkway-Concrete	1986	4200
Wall	1986	618
Paving- Asphalt	1986	105580
Fountain	1986	1
Patio	1986	2370

Structural Element for Building 1

Year Built	1986
OFFICE H-R 5ST	103022

Tax Year		2026		
Improvement Value		\$16,465,775		
Land Value		\$3,614,179	AD VALOREM	\$339,532
Total Market Value		\$20,079,954	NON AD VALOREM	\$50,073
Assessed Value		\$20,079,954	TOTAL TAX	\$389,605
Exemption Amount		\$0		
Taxable Value		\$20,079,954		

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant One must identify all entities and individuals owning five (5%) percent or more ownership interest in the Property. Affiant One must identify individual owners. For example, if Affiant One is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant One must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

To be completed by Thomas Brown/Brookwood Sabre 5901 LLC

Brookwood Sabre 5901 LLC	138 Conant Street Beverly, MA 01915
Brookwood Sabre 5901 Holdings, LLC	138 Conant Street Beverly, MA 01915
Brookwood Sabre 5901 Co-Investment, LLC	138 Conant Street Beverly, MA 01915
Brookwood Properties Aggregator, L.P.	138 Conant Street Beverly, MA 01915

EXHIBIT "C"

DISCLOSURE OF OWNERSHIP INTERESTS - APPLICANT

Affiant Two must identify all entities and individuals owning five (5%) percent or more ownership interest in Applicant's corporation, partnership, or other principal, if any. Affiant Two must identify individual owners. For example, if Affiant Two is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant Two must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
BROOKWOOD SABRE 5901, LLC

Filing Information

Document Number M21000013242
FE/EIN Number 87-2934792
Date Filed 10/07/2021
State DE
Status ACTIVE

Principal Address

138 CONANT STREET
BEVERLY, MA 01915

Changed: 04/24/2026

Mailing Address

138 CONANT STREET
BEVERLY, MA 01915

Changed: 04/24/2026

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title Manager

TRKLA, THOMAS N
138 CONANT STREET
3rd Floor
BEVERLY, MA 01915

Title Manager

BROWN, THOMAS W
138 CONANT STREET
3rd Floor

BEVERLY, MA 01915

Annual Reports

Report Year	Filed Date
2024	02/22/2024
2025	01/08/2025
2026	04/24/2026

Document Images

04/24/2026 -- ANNUAL REPORT	View image in PDF format
01/08/2025 -- ANNUAL REPORT	View image in PDF format
02/22/2024 -- ANNUAL REPORT	View image in PDF format
02/22/2023 -- ANNUAL REPORT	View image in PDF format
05/02/2022 -- ANNUAL REPORT	View image in PDF format
10/07/2021 -- Foreign Limited	View Image in PDF format

LOBBYIST DISCLOSURE
(Section 28-9(2), Code of Ordinances)

In the space provided below, please list each person retained or authorized to communicate with the City/Community Redevelopment Agency (including the City Council/CRA Board of Commissioners, Planning and Zoning Board, and any other City advisory board, and employees of the City/CRA) on your behalf on this application, including:

- (i) Whether such person is a "lobbyist" as defined under Palm Beach County Code Section 2-352, as may be amended;
- (ii) The name of the principal(s) or entity(ies) that retained such person; and
- (iii) An affirmation that such person has either registered in the Palm Beach County Central Lobbyist Registry or is not required by law to do so. Any identifying information associated with such lobbyist registration shall be provided, such as a copy or screenshot of the applicable Palm Beach County registry entry. *

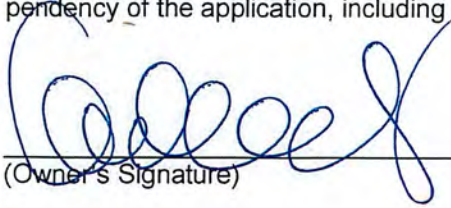
The applicant shall update and supplement such certifications, and the disclosures contained therein, throughout the pendency of the application, including providing copies or screenshots of updated Palm Beach County registry entries when applicable, and including upon the retention or authorization of any additional person subject to this requirement or any change in the information previously provided. Any person appearing before the City Council, the CRA, the Planning and Zoning Board, or any other board or advisory body of the City on behalf of an applicant shall, prior to addressing such body, verbally disclose on the record whether such person is a lobbyist and, if so, the principal on whose behalf such person is appearing. Prior to scheduling a public hearing, staff will request that the Applicant verify that this document is up to date.

Name	Registered Lobbyist (Y/N)	Name of principal(s) or entity(ies) you are representing	Date of Registration with Palm Beach County Central Lobbyist Registry (or indicate "Exempt")
Vander Ploeg and Associates - 561-368-1403 1615 South Federal Highway, Suite 200 Boca Raton, FL 33432 derek@vpaarchitects.com			
Derek Vander Ploeg, AIA Principal/President	N	1075 NW Broken Sound Parkway, LLC and	Exempt
Maria (Veronica) Gutierrez Sr. Project Architect	N	Compson Associates, Inc. 1075 Broken Sound Parkway NW Boca Raton, FL 33487	Exempt

CU

I certify under penalty of perjury that the information contained in this Lobbyist Disclosure is true and correct to the best of my knowledge and that I will update this disclosure throughout the pendency of the application as required by Section 28-9(2) of the City Code.

I acknowledge that it is my duty to update this disclosure, which is ongoing and applies throughout the pendency of the application, including the retention or authorization of any additional representative.



(Owner's Signature)

June 16th 2026

(Date)

LOBBYIST DISCLOSURE
(Section 28-9(2), Code of Ordinances)

In the space provided below, please list each person retained or authorized to communicate with the City/Community Redevelopment Agency (including the City Council/CRA Board of Commissioners, Planning and Zoning Board, and any other City advisory board, and employees of the City/CRA) on your behalf on this application, including:

- (i) Whether such person is a "lobbyist" as defined under Palm Beach County Code Section 2-352, as may be amended;
- (ii) The name of the principal(s) or entity(ies) that retained such person; and
- (iii) An affirmation that such person has either registered in the Palm Beach County Central Lobbyist Registry or is not required by law to do so. Any identifying information associated with such lobbyist registration shall be provided, such as a copy or screenshot of the applicable Palm Beach County registry entry. *

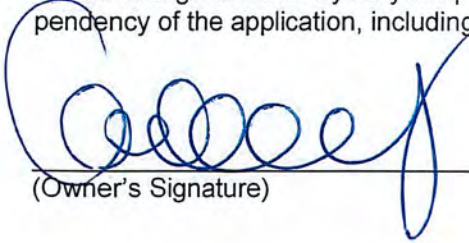
The applicant shall update and supplement such certifications, and the disclosures contained therein, throughout the pendency of the application, including providing copies or screenshots of updated Palm Beach County registry entries when applicable, and including upon the retention or authorization of any additional person subject to this requirement or any change in the information previously provided. Any person appearing before the City Council, the CRA, the Planning and Zoning Board, or any other board or advisory body of the City on behalf of an applicant shall, prior to addressing such body, verbally disclose on the record whether such person is a lobbyist and, if so, the principal on whose behalf such person is appearing. Prior to scheduling a public hearing, staff will request that the Applicant verify that this document is up to date.

Name	Registered Lobbyist (Y/N)	Name of principal(s) or entity(ies) you are representing	Date of Registration with Palm Beach County Central Lobbyist Registry (or indicate "Exempt")
Vander Ploeg and Associates - 561-368-1403 1615 South Federal Highway, Suite 200 Boca Raton, FL 33432 derek@vpaarchitects.com			
Derek Vander Ploeg, AIA Principal/President	N	6001 Condo, LLC and	Exempt
Maria (Veronica) Gutierrez Sr. Project Architect	N	Compson Associates, Inc. 1075 Broken Sound Parkway NW Boca Raton, FL 33487	Exempt



I certify under penalty of perjury that the information contained in this Lobbyist Disclosure is true and correct to the best of my knowledge and that I will update this disclosure throughout the pendency of the application as required by Section 28-9(2) of the City Code.

I acknowledge that it is my duty to update this disclosure, which is ongoing and applies throughout the pendency of the application, including the retention or authorization of any additional representative.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

(Owner's Signature)

June 16, 2026

(Date)

LOBBYIST DISCLOSURE
(Section 28-9(2), Code of Ordinances)

In the space provided below, please list each person retained or authorized to communicate with the City/Community Redevelopment Agency (including the City Council/CRA Board of Commissioners, Planning and Zoning Board, and any other City advisory board, and employees of the City/CRA) on your behalf on this application, including:

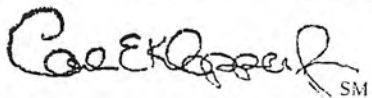
- (i) Whether such person is a "lobbyist" as defined under Palm Beach County Code Section 2-352, as may be amended;
- (ii) The name of the principal(s) or entity(ies) that retained such person; and
- (iii) An affirmation that such person has either registered in the Palm Beach County Central Lobbyist Registry or is not required by law to do so. Any identifying information associated with such lobbyist registration shall be provided, such as a copy or screenshot of the applicable Palm Beach County registry entry. *

The applicant shall update and supplement such certifications, and the disclosures contained therein, throughout the pendency of the application, including providing copies or screenshots of updated Palm Beach County registry entries when applicable, and including upon the retention or authorization of any additional person subject to this requirement or any change in the information previously provided. Any person appearing before the City Council, the CRA, the Planning and Zoning Board, or any other board or advisory body of the City on behalf of an applicant shall, prior to addressing such body, verbally disclose on the record whether such person is a lobbyist and, if so, the principal on whose behalf such person is appearing. Prior to scheduling a public hearing, staff will request that the Applicant verify that this document is up to date.

Name	Registered Lobbyist (Y/N)	Name of principal(s) or entity(ies) you are representing	Date of Registration with Palm Beach County Central Lobbyist Registry (or indicate "Exempt")
Adam Beighley	Y	Compson Associates, Inc.	6/18/26
Adam Beighley	Y	6001 BSP Associates, LLC	9/3/26
Adam Beighley	Y	Brookwood Sabre 5901 LLC	9/16/26

I certify under penalty of perjury that the information contained in this Lobbyist Disclosure is true and correct to the best of my knowledge and that I will update this disclosure throughout the pendency of the application as required by Section 28-9(2) of the City Code.

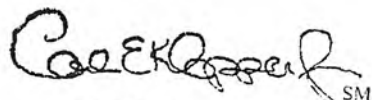
I acknowledge that it is my duty to update this disclosure, which is ongoing and applies throughout the pendency of the application, including the retention or authorization of any additional representative.



9/16/26

Carl E. Klepper Sr.
(Owner's Signature)

(Date)



9/16/26

Carl E. Klepper Sr.
(Owner's Signature)

(Date)

**NOTICE OF PUBLIC HEARING
THE PLANNING AND ZONING BOARD
City of Boca Raton, Florida hereby gives notice:
6:00 P.M. on October 15, 2026**

**Police Administration and Training/ Fire Rescue Administration
6500 Congress Avenue, Boca Raton, FL 33487**

**The Planning and Zoning Board will consider for
recommendation to the City Council:**

Case No. SPA-26-03/PZSPA-2026-00010

A resolution of the City of Boca Raton considering, for an approximately 11.0-acre property generally located at 5901 and 6001 Northwest Broken Sound Parkway, an amendment to an approved site plan (Planning and Zoning Board Resolution No. 84-38, as amended by Resolution No. 84-38R), for a Commercial Industrial Multifamily Development (CIMD), to authorize the construction of a new eight (8)-story, 60-unit, approximately 139,663 square foot multifamily residential building which will include ten (10) percent affordable housing units, with an integrated one (1)-level, approximately 50,675 square foot parking structure, an approximately 30-foot-tall standalone parking structure, and an approximately 2,664 square foot, one (1)-story retail/restaurant, with related on-site and off-site improvements; and considering the abandonment of a portion of a twelve (12)-foot water and sewer easement; providing for repealer; providing an effective date (SPA-26-03/CIMD)



If you have any questions regarding this matter, please email the project planner, Jim Bell, AICP, via email at: jmbell@bocaraton-fl.gov

All quasi-judicial public hearings are conducted pursuant to the Quasi-Judicial Public Hearing Procedures that are posted on the City's website and a copy can be obtained from the City Clerk.

NOTICE: If you decide to appeal any final action on the above-referenced application, you will need a record of the proceedings and, for such purposes, you may need to ensure

that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This NOTICE is required by State Law. If you desire a verbatim transcript, you shall have the responsibility, at your own cost, to arrange for the transcript.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the Office of the City Clerk at 393-7740 at least three business days prior to the proceeding (whenever possible) to request such accommodation.