

Declaration-CC&Rs
WELLINGTON RESERVE POA



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DECLARATION OF PROTECTIVE COVENANTS,
 RESTRICTIONS, RESERVATIONS, AND
 SERVITUDES FOR WELLINGTON
 RESERVE OFFICE PARK

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DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS,
AND SERVITUDES FOR
WELLINGTON RESERVE OFFICE PARK

THIS DECLARATION, made this 5th day of August, 2005, by Ching's Development, Inc., a Florida corporation, the record title owner of the land described in Article 1, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer is the Record Title Owner in fee simple of all the property described in Article 1 of this Declaration, known as WELLINGTON RESERVE OFFICE PARK, Plat Book 103, Page 178, *et seq.*, as recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida; and

WHEREAS, the Developer desires to provide for the preservation of the value and amenities of the property by establishing certain reservations, restrictions, limitations, servitudes, and easements, and to provide for the operation and maintenance of the common areas, including but not limited to the: (a) overall water management system and preserve/wetland mitigation area of the WELLINGTON RESERVE OFFICE PARK; (b) overall access, traffic and pedestrian circulation, and parking of the WELLINGTON RESERVE OFFICE PARK; (c) maintenance the quality and appearance of improvements and structures in WELLINGTON RESERVE OFFICE PARK; and (d) maintenance and preservation of overall open space, landscape buffers, preserve areas, and other common areas that the Developer may designate as common areas, and to these ends, desires to subject the real property in the WELLINGTON RESERVE OFFICE PARK to the covenants, restrictions, easements, charges and liens, reservations, and servitudes, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof, including future owners, and their heirs, successors and assigns; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities of the WELLINGTON RESERVE OFFICE PARK to incorporate the WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida Non-Profit Corporation, for the purpose of assigning and delegating to it the powers of operating and maintaining the common areas; and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Developer declares that all of the real property described in Article 1 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as hereinafter set forth:

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is a parcel of land located in Palm Beach County Florida, described as follows:

The plat of WELLINGTON RESERVE OFFICE PARK, Section 12, Township 44 South, Range 41 East, as recorded at Plat Book 103, Page 178, *et seq.*, Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, sometimes referred to as the "Property," herein, or such other property as may be subjected to this Declaration as may be determined by Declarant.

ARTICLE II
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "ADDITIONAL PROPERTY" shall mean any property subjected to this Declaration by the Developer by the recording of a Supplemental Declaration to this Declaration.
- (b) "ASSOCIATION" shall mean and refer to WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation non-for-profit, its successors and assigns.
- (c) "ARCHITECTURAL REVIEW COMMITTEE" shall mean and refer to the committee appointed by the Board of Directors of the Association for the purpose of reviewing and approving improvements in accordance with the requirements of this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations. Until Turnover, the Architectural Review Committee shall be comprised solely of the Declarant, or its designee.
- (d) "ARTICLES OF INCORPORATION" and "BY-LAWS" mean the Articles and By-Laws, respectively, of the Association, as they may be constituted from time to time. The terms and conditions of the Articles of Incorporation and By-Laws of the Association as they may be constituted from time to time are attached hereto as Exhibits A and B, respectively, and incorporated herein.
- (e) "ASSOCIATION EXPENSES" shall mean and include expenses incurred or to be incurred by the Association with regard to the ownership,

operation, maintenance or repair of the Common Area or any part thereto or areas or things which are the responsibility of the Association, and includes expenses specifically hereafter referred to in this Declaration as Association Expenses.

- (f) "BOARD" or "BOARD OF DIRECTORS" shall mean the Board of Directors of the Association.
- (g) "BUILDING" shall mean a Proposed or Completed structure intended for occupancy and operation of a business, and includes Free-Standing Buildings and Buildings subjected to condominium form of ownership.
- (h) "COMMON AREAS," "COMMON PROPERTY," or "ASSOCIATION PROPERTY" shall further mean any of the area dedicated to the Association on the Plat or dedicated to the Association by other instrument, or declared to be a Common Area by the Developer or the Association in accordance with the terms and procedures of this Declaration or the Articles. Common Areas include but are not limited to Tract P (Preservation Tract), Tract A with the exception of building pads set forth on the Plat or established by other instrument, Tracts B-1 through B-5, and any areas established for vehicular or pedestrian access, parking, open space, landscape buffers, landscaping, drainage, or maintenance as set forth on the Plat or by separate instrument.
- (i) "CONDOMINIUM ASSOCIATION" shall mean the entity created pursuant to Florida law responsible for administering the affairs of a Lot which is subject to the condominium form of ownership on the Property. No condominium form of ownership may be created without the approval of the Developer or Board.
- (j) "DECLARATION" or "COVENANTS and RESTRICTIONS" means this instrument together with any amendments and modifications thereto.
- (k) "DEVELOPER" or "DECLARANT" shall mean and refer to Ching's Development, Inc., a Florida corporation, the record title owner of the land described in Article 1, or its assign, as set forth in an assignment specifically assigning the Developer's or Declarant's rights and obligations under this Declaration.
- (l) "FREE-STANDING BUILDING" shall mean a building or proposed building which is not in a condominium form of ownership.
- (m) "LOT" shall mean a platted lot shown upon the Plat of WELLINGTON RESERVE OFFICE PARK, or such replat or combination or reconfiguration of platted lots as approved by local government for development.

- (n) "MEMBER" means the members of the Wellington Reserve Office Park Property Owners Association, Inc.
- (o) "OWNER" shall mean and refer to the Record Owner, whether one or more persons or entities, of the fee-simple title to any Lot, Unit, tract, or parcel in WELLINGTON RESERVE OFFICE PARK, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to such property pursuant to foreclosure or any proceeding in lieu of foreclosure. In the case of a condominium form of ownership on any Lot, the condominium association shall not be the "Owner" and the Unit Owner shall mean the "Owner."
- (p) "PLAT" shall mean the plat or plat's of the Property recorded or to be recorded in the Public Records of the County, including the plat as recorded in Plat Book 103 Pages 178-180 of the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and any waiver of platting or other instrument so recorded evidencing the division of a Lot reserved for development or the Property. In the event an Additional Plat, waiver of platting, or other instrument creating another Lot is recorded in the Official Records, then the term "Plat" as used herein shall also mean such instrument, including any instrument adding or withdrawing land from the Wellington Reserve Office Park Declaration.
- (q) "PROPOSED BUILDING" means any proposed or incomplete Building for which a certificate of completion by the Village of Wellington for the Building, excluding tenant improvements. A Building for which a certificate of completion has been issued for the Building, but not the tenant improvements, shall be considered "Complete." For purposes of calculating the square footage of any Proposed Free-Standing Building, the square feet of the Village of Wellington's most recently-approved master plan or site plan, or in the case of an approved building permit, as set forth in the building plans.
- (r) "PROPOSED UNIT" means any proposed or incomplete Unit for which a certificate of completion has not been issued. A Unit for which the demising wall has been created but for which a certificate of completion for the tenant improvements has not been issued shall be considered "Complete." For purposes of calculating the square footage of any Proposed Unit, the square feet of the Unit and proportionate common elements in the Condominium as set forth in the building plans for which a building permit has been issued shall be used.
- (s) "SUPPLEMENTAL DECLARATION" means any instrument executed by Declarant with respect to the Additional Property, if any (provided Declarant is the owner thereof), which, when recorded in the Public

Records of the County, shall commit such property to the provisions of the Declaration. A Supplemental Declaration may also add additional restrictions, declare certain properties to be or not to be Association Property, or withdraw properties from the Property and the provisions of the Declaration. A Supplemental Declaration may also withdraw portions of the Property from the provisions of the Declaration provided any such Supplemental Declaration is approved by the South Florida Water Management District as to the Preserve, and the Village of Wellington Attorney.

- (t) "TURNOVER" means the date upon which Class B membership shall cease and be converted to Class A membership as set forth in Article XIX, Section 2 of this Declaration.
- (u) "UNIT" means the portion of a condominium owned in condominium form of ownership in a condominium created on a Lot.
- (v) "UNIT OWNER" means an Owner of a condominium Unit.
- (w) "VOTING INTEREST" shall mean the votes of each Owner established at the rate of One (1) vote per One Thousand (1,000) square feet or portion thereof of Building area in the case of a Free-Standing Building, or Unit area in the case of a condominium form of ownership and including the proportion of common elements in the case of a Unit.
- (x) "WELLINGTON RESERVE OFFICE PARK" shall mean and refer to all of the real property described in Article 1 hereof.

Section 2. All words and phrases defined in the Articles of Incorporation shall have the meanings set forth therein, unless the context herein clearly requires another meaning. In the event of a conflict, the meaning set forth herein shall control.

ARTICLE III PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner and Unit Owner, for itself and its tenants, agents, guests, invitees, contractors, and employees, shall have a right and easement of enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by and Owner or Unit Owner for

any period during which any assessment against his Lot or Unit remains unpaid;

- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the Voting Interest of the Members, and without prior written consent of Developer if Developer is the owner of one or more of the Lots or Units. The requirement for the consent of the Owners shall not apply to conveyance or transfer of Tract P (Preservation Tract) and easements necessary to provide access thereto, in the event all regulatory requirements for such conveyance are satisfied and no increase in the assessments to the Owners would result from such conveyance or transfer. No such dedication or transfer shall be effected unless provisions shall be made for the operation and maintenance of the transferred Common Areas for their intended purpose, as applicable, by a substitute entity which is approved by the appropriate local, state and federal governments (the provisions of this sentence may not be amended unless said amendment is approved by the appropriate local, state and federal governments), including the South Florida Water Management District under Permit No. 50-06078-P.
- (c) Rules and regulations adopted by the Association governing the use and enjoyment of the Common Areas.
- (d) The right of the Developer to amend the Plat; this Declaration; the Articles, Bylaws, and regulations; site plan of development; uses; and Common Elements, in the Developer's sole and absolute discretion subject to regulatory approvals, including without limitation the elimination of the Preserve and future development of such area.
- (e) Regulatory requirements of governmental authorities having jurisdiction.
- (f) The right of Owner George C. Wong to enjoy a restrictive covenant precluding other Owners from allowing their Lot or Unit to be utilized for "Eye Care," "eye care practice," or "optical service or practice" which shall include without limitation ophthalmology, optometrist, laser eye service, or optician. This shall extend for so long as George C. Wong or his assignee maintains an office in the Project for eye care.

Section 2. DELEGATION OF USE. Any Owner may delegate by written instrument giving notice to the Association his right of enjoyment to the Common Area and facilities to specified Members of his family, employees, agents, tenants, or contract purchasers who use and occupy the Owner's Lot or Unit. The right of use and enjoyment may not be

delegated except in conjunction with the use and occupancy of a Lot or Unit.

ARTICLE IV
CONVEYANCES MADE BY DEVELOPER

Whether or not provision therefore is specifically stated in any conveyances made by Developer of any Lot, tract, parcel, or Unit in WELLINGTON RESERVE OFFICE PARK, the Owner, Unit Owner, or occupant of such property by acceptance of title thereto or by taking possession or making use thereof, covenants and agrees to all of the provisions of this Declaration. Notwithstanding the foregoing, in the event Tract P (Preservation Tract) is conveyed to a governmental entity, the provisions of this Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations shall not apply to such Tract P, provided, however, the terms of such conveyance shall ensure that Tract P remains available to serve and benefit the remainder of WELLINGTON RESERVE OFFICE PARK for the intended purpose of Tract P, including without limitation the calculation of density, acreage, drainage, water management, or such regulatory requirements satisfied by Tract P are otherwise met.

ARTICLE V
USE RESTRICTION

Each Lot, tract, parcel, or Unit in WELLINGTON RESERVE OFFICE PARK, and any Lot, tract, parcel, or Unit enlarged or recreated by the shifting of the location of Lot lines or Unit lines, is restricted to any use or purpose permitted by laws, ordinances, and regulations of government authorities, bodies or agencies having jurisdiction over said property use or purpose, and the limitations set forth in this Declaration. The Developer, shall have the privilege, for the period during which is it selling or leasing Lots or Units, of having a sales office and signs of a suitable nature in WELLINGTON RESERVE OFFICE PARK.

ARTICLE VI
TRASH, WEEDS, AND DEBRIS

Section 1. COMMON TRASH DISPOSAL. There shall be established on the WELLINGTON RESERVE OFFICE PARK and area or areas designated for trash disposal with proper receptacles. Each Owner and Unit Owner shall ensure that all trash and refuse is disposed of in these areas and receptacles, provided, however, all medical waste or biohazardous materials shall be disposed of and handled in accordance with all federal, state, or local requirements. No other area or receptacle for

trash outside of any building may be established without the consent of the Board or Architectural Review Committee. The Association shall be responsible for establishing common trash removal for the WELLINGTON RESERVE OFFICE PARK.

Section 2. GENERAL APPEARANCE. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, tract or parcel in WELLINGTON RESERVE OFFICE PARK, and no refuse pile or unsightly objects, other than on property under development by the Owner, shall be allowed to be placed or permitted to remain anywhere thereon, and in the event that the Owner or occupant of any property shall fail or refuse to remove the piles or other unsightly growth or objects, then the Developer or the Association may enter upon said lands and remove the same at the expense of the Owner or occupant, and such entry shall not be deemed a trespass.

ARTICLE VII OFFENSIVE ACTIVITIES

No noxious trade or activity shall be carried on in WELLINGTON RESERVE OFFICE PARK, nor shall anything be done in WELLINGTON RESERVE OFFICE PARK which may be or become an annoyance or nuisance by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise. The discharge of waste into the overall drainage system and/or water retention area, or any part thereof, in WELLINGTON RESERVE OFFICE PARK, is prohibited and shall not be permitted.

ARTICLE VIII EASEMENTS

A permanent and irrevocable easement and right-of-way is hereby retained, over, upon, through, under, and across each Lot, parcel and tract in WELLINGTON RESERVE OFFICE PARK Plat where an easement is shown on the Plat or otherwise created by the Developer. The Property is subject to cross-access requirements and easements for the benefit and enjoyment of adjacent properties on terms approved by the Village of Wellington. The Association shall be responsible for maintaining these cross-access easements. The Developer shall have the sole and absolute right to create additional easements, including those required by local, state, or federal government for access, drainage, utilities, landscaping, or preservation on any property owned by the Developer, or designated as a Common Area, and such easement shall be a Common Area. A Lot Owner may create or grant an easement only upon the express written consent of the Developer and the Association. Upon

Turnover all easements shall be deemed to have been assigned to, and accepted by, the Association. The Developer may amend the location and terms of any and all easements in the Developer's sole and absolute discretion subject only to regulatory requirements provided such do not conflict with the development plan of any Lot.

ARTICLE IX
ENVIRONMENTAL PRESERVE

Section 1. TRACT P (PRESERVATION TRACT) AND SFWMD PERMIT. Tract P (Preservation Tract) as shown on the Plat shall be monitored and maintained by the Association in accordance with all governmental requirements, including South Florida Water Management District Permit No. 50-06078-P. The Association shall successfully complete the mitigation for which Tract P (Preservation Tract) is created and maintained, and shall satisfy all permit conditions. The success criteria are set forth in Permit No. 50-06078-P, a copy of which is attached hereto as Exhibit C. Copies of the permit, and any amendments thereto, shall be maintained by the Association.

Section 2. CONSERVATION EASEMENT. This Declaration shall be and is hereby declared to be subordinate to that Conservation Easement recorded at Official Records Book 16333, Page 1530, of the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida. The Conservation Easement prohibits the following:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- b. Dumping or placing of soil or other substances or materials as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a South Florida Water Management District-approved maintenance plan;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain in its natural condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, without limitation, ditching, diking, and fencing;

- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and,
- h. Acts or uses within the South Florida Water Management District's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

Section 3. OPTIONAL CONVEYANCE. Tract P (Preservation Tract) may be conveyed, transferred, or encumbered by the Developer or its successors or assigns, in the Developer's sole and absolute discretion, provided all federal, state, and local requirements associated with the preserve are satisfied, and further provided the terms of such conveyance shall ensure that Tract P remains available to serve and benefit the remainder of WELLINGTON RESERVE OFFICE PARK for the intended purpose of Tract P, including without limitation the calculation of density, acreage, drainage, water management, and preservation area or the regulatory requirements for which Tract P is established are otherwise met. All mitigation credits shall remain the benefit of the Developer and may be transferred or extinguished in the Developer's sole and absolute discretion without the consent or approval of the Association. The Developer may eliminate Tract P in its sole and absolute discretion, subject to regulatory requirements.

ARTICLE X
DRAINAGE

The elevation and grades of any Lot, parcel or tract in WELLINGTON RESERVE OFFICE PARK shall not be changed in such a way as to cause flooding or erosion/collapse of adjoining lands due to changes in grade or loss of support. Nor shall the elevation and grades be altered or changed nor shall any improvements be made which would cause the operation of the drainage swales, ditches or ponds, lakes or water detention or retention areas to be impaired or obstructed, or not in compliance with all regulatory requirements. No change to the elevations or drainage system shall be made except in accordance with and pursuant to permits or approvals of the appropriate local, state, or federal governments, including without limitation the South Florida Water Management District under Permit No. 50-06978-P, attached hereto as Exhibit C, and incorporated herein, and the approval of the Board.

ARTICLE XI
MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. GENERALLY. Pursuant to the terms of this Declaration and Articles of Incorporation and By-laws of the Association, the Association,

or a substitute entity approved by the appropriate local, state and federal governments, shall at all times maintain the Common Areas in the condition, cleanliness, and repair of a 'Class A' office park. The Association shall be responsible for the removal of all trash, debris, dead landscaping, weeds, dirt, and the like from the exterior of all Buildings. The Association shall not be responsible for the repairing, painting or cleaning of any Building, but may assume such responsibility in the event of an Owner's or Condominium Association's failure to properly maintain, clean, or repair a Building.

Section 2. LANDSCAPING. Nothing herein shall preclude the Association from requiring primary maintenance, repair, and replacement responsibility of the landscaping/ground cover or irrigation on a Lot from being that of the Owner or, in the case of the Condominium the Condominium Association. Nothing herein shall preclude the Association from assuming maintenance, repair, and replacement responsibility of landscaping/ground cover or irrigation on a Lot. If the Owner or Condominium association with primary maintenance responsibility fails to maintain, repair, or replace the landscaping/ground cover or irrigation on the Lot in accordance with Association requirements, the Association shall have the authority to maintain, repair, or replace the landscaping/ground cover and irrigation.

Section 3. NOTICE AND OPPORTUNITY TO CURE. The Association shall not undertake such "self-help" in assuming the responsibilities of an Owner or Condominium Association except upon Fifteen (15) days notice to the Owner or Condominium Association to remedy the condition. The costs of such "self-help" shall be assessed to the individual Lot Owner or Unit Owners in a Condominium including costs of collection, interest, and attorney's fees in accordance with Article XXI, Section 6.

Section 4. PAVING AND SIDEWALKS. The Association shall have responsibility for the maintenance, repair, and replacement of paving and sidewalks, whether within a Lot or in the Common Areas.

Section 5. MAINTENANCE OF WATER MANAGEMENT SYSTEM. The Association shall have responsibility for the maintenance, repair, and replacement of all water management systems on the Property, which shall be done in accordance with South Florida Water Management District Permit No. 50-06078-P.

Section 6. MAINTENANCE OF PRESERVE. The Association shall have the responsibility of maintenance, repair, replacement, and monitoring of Tract P (Preservation Tract) in accordance with South Florida Water Management District Permit No. 50-06078-P.

ARTICLE XII
LANDSCAPING

Section 1. INITIAL INSTALLATION. During development of a Lot, Each Lot Owner shall be responsible for initial construction and installation of landscaping and irrigation (in accordance with the requirements of the Developer or Board) on the Lot and replacing plants that do not survive for a period of One (1) year following installation. The Lot Owner or Condominium, as applicable, shall be responsible for watering the landscaping during the heal-in period if not provided by the Association. The landscaping and all improvements shall be the property of the Association upon installation and shall be and are hereby deemed Common Property. "Initial Installation" shall include any reconstruction/reinstallation necessitated by redevelopment of a Lot or other destruction by, for, under the authority of, or pursuant to the direction of, the Lot Owner or Condominium Association as to property subject to a condominium.

Section 2. LANDSCAPING ON LOT. Within ninety (90) days after the completion of construction of any improvements on a Lot or Lots, all unused ground areas on said Lot shall be planted with ground cover, plants, shrubberies and trees as shown on a landscaping plan to be prepared by the Owner or Owners of said Lot or Lots and to be submitted to and approved by the Architectural Review Committee of the WELLINGTON RESERVE OFFICE PARK, before commencement of planting.

ARTICLE XIII
RESTRICTIONS ON NATURE OF CONSTRUCTION

Exterior walls of all buildings and other structures shall be concrete, masonry, glass or terrazzo construction, provided, however, that architectural metal or other materials may be used if the prior written approval of the Architectural Review Committee of the WELLINGTON RESERVE OFFICE PARK is first secured. All construction, repair, and renovation shall be approved in writing by the Architectural Review Committee prior to submittal the Village of Wellington for approval or permitting.

ARTICLE XIV
RESTRICTIONS AGAINST SUBDIVISION AND RESUBDIVISION

Said property shall not be subdivided or resubdivided without the prior written approval of the Board and Architectural Review Committee, and The Village of Wellington, Florida. Notwithstanding any provision to the contrary, the Developer may resubdivide the Property in its sole and

absolute discretion, subject to regulatory requirements, and provided that such subdivision does not impair the development of an existing Lot, tract, or parcel not owned by the Developer.

ARTICLE XV
RESTRICTIONS AND CONDITIONS WITH RESPECT TO USE

No use on any of the premises located within the WELLINGTON RESERVE OFFICE PARK shall be conducted except under the following conditions:

- (a) NOISE - No use shall be permitted or maintained which is objectionable because of volume, duration, intermittence, beat frequency or shrillness.
- (b) VIBRATION - Equipment creating earthshaking vibrations shall be so mounted as to eliminate vibration hazard or nuisance beyond Lot lines.
- (c) SMOKE/GAS - No facility shall discharge into the atmosphere any air contaminate producing a public nuisance or hazard. Food preparation shall not be considered a nuisance.
- (d) TOXIC OR NOXIOUS MATTER - No facility shall discharge into the sewer system, storm drain, the drainage system, including the water management tract or Preserve, or across the Lot lines, any toxic or noxious matter in such concentration as to be detrimental to or endanger the public health, safety, or welfare or cause injury or damage to neighboring property or business.
- (e) ODOROUS MATTER - No facility shall emit odorous matter in such quantity as to be readily detectable on any point along Lot lines. This restriction shall not apply to normal odors resulting from food preparation.
- (f) FIRE AND EXPLOSIVE HAZARDS - Storage, utilization or manufacture of active burning materials shall be housed within completely enclosed buildings or incombustible construction.

Materials which produce flammable or explosive vapors or gases under ordinary weather temperatures shall not be permitted except where required for emergency equipment or incidental to a principal operation such as paint spraying. In

such cases adequate protection shall be provided in conformance with the County Building Code.

(g) GLARE OR HEAT - Any operation producing intense glare or heat shall be performed within enclosures so as not to create a public nuisance or hazard along Lot lines.

(h) AIR POLLUTION - No facility or processes shall discharge into the air pollutants or contaminants sufficient to create a nuisance, and no processes which, by their nature are likely to cause air pollution, shall be undertaken or permitted unless there is available an adequate method of controlling the emission of contaminants, and such controls are applied.

(i) MAINTENANCE - All premises, buildings and improvements shall at all times be kept in a safe, clean and sightly condition consistent with a "Class A" office park.

(j) MEDICAL OR BIOHAZARDOUS WASTE OR MATERIALS. All medical waste or biohazardous materials shall be properly disposed of and handled in accordance with all local, state, or federal requirements.

(k) TRAFFIC CONCURRENCY AND APPROVED PLAN. The Property is subject to certain restrictions imposed by the Village of Wellington and Palm Beach County. The restrictions impose, among other things, limitations on the uses and square feet of each use. The Developer for itself, reserves sole and absolute discretion, but not the obligation, to amend the uses and square feet of uses, and to allocate uses among the various Lots, Buildings, and Units. The Association shall have the authority, but not the obligation, to monitor all uses and approve any in use prior to conveyance, lease, or occupancy of any Lot, Building, or Unit. Unless and until such time as the Association exercises its right to pre-approve all uses, each Owner, prospective Owner, and those persons using or occupying the Property thereunder shall rely solely on their own investigations and information as to permitted uses and limitations thereon. If and when the Association exercises its right to pre-approve or monitor uses, each Owner and prospective Owner shall notify the Developer and Association of the intended use of a Building or Unit prior to occupancy or use, including any change in use. Notwithstanding the foregoing, the Developer and Association shall not be liable to any Owner, prospective Owner, tenant, or other person relative to any representations of uses, obtaining approval for

modification to uses, or permitting, approval, or confirmation of uses or limitations thereon.

ARTICLE XVI
RESTRICTIONS AS TO PARKING

Parking on public streets or access tracts outside of designated parking spaces is not permitted. There shall be no parking in areas not designated for parking as approved on the Site Plan approved by the Village of Wellington. The Association and Declarant shall have the authority to designate exclusive or priority parking spaces for the benefit of a certain Building, Lot, or Unit. The number of parking spaces is as approved by the Village of Wellington on the approved Site Plan. The Developer shall have the exclusive authority to amend the uses, Master Plan, or Site Plan in its sole and absolute discretion, subject to the requirements of the Village of Wellington.

ARTICLE XVII
RESTRICTIONS AS TO SIGNS AND FLAGPOLES

The height and material in respect to signs, flags, or flagpoles shall be approved in writing by the Architectural Review Committee before being erected. The size, materials, nature and type of all signs shall be approved in writing by the Architectural Review Committee prior to erection and construction to conform to the aesthetics being maintained in the WELLINGTON RESERVE OFFICE PARK., and as approved by the Village of Wellington. The Developer prior to Turnover, and the Developer and Board after Turnover, shall have the sole and absolute discretion to approve and amend the sign plan, subject to the approval of the Village of Wellington.

ARTICLE XVIII
USE OF LAND AND APPROVAL OF PLANS

Section 1. ARCHITECTURAL APPROVAL. No Building, fence, hedge, wall, walk or other structure, sign, improvement, grading or planting shall be commenced, erected or maintained, nor shall any addition to, or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, heights, materials, floor plans, color scheme, location of such structure, improvement, or work (including the manner, timing, and coordination thereof) to be done shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for aesthetic or any other reasons; and in so passing upon such plans and specifications shall have the right to take into consideration the suitability of the proposed building, structure, improvement, or work and of the material, and

manner of construction, the harmony thereof with the surroundings, and the effect of the building, structure, improvement, or work as planned on the WELLINGTON RESERVE OFFICE PARK. The Architectural Review Committee shall in all cases have the right to conform to the Site Plan approved by the Village of Wellington, all permits and approvals of all governmental entities, and the requirements of this Declaration, all as may be amended. The Architectural Review Committee's judgment and determination shall be final and binding, subject to the reservation of the Developer's rights set forth in this Declaration.

Section 2. DEVELOPER STANDARDS. In addition to the Covenants and Restrictions as set forth herein, the Developer may establish STANDARDS FOR DEVELOPMENT which will deal with more specific requirements for all Owners within the WELLINGTON RESERVE OFFICE PARK. Those STANDARDS FOR DEVELOPMENT may be changed from time to time as the Developer in its sole and absolute discretion deems necessary, and shall be enforced by the Architectural Review Committee.

Section 3. CANOPY BETWEEN BUILDINGS B AND C. The approved plan of development provides for a canopy between Buildings B and C. The canopy is hereby approved. The maintenance, repair, cleaning, and replacement of the canopy and support structures thereto shall be the responsibility of the Building B and Building C Condominium association.

Section 4. PATIO AREA OUTSIDE BUILDING C. The approved plan of development provides for a patio area south of and adjacent to Building C to be used as an outdoor seating area for a restaurant. The patio and its use are hereby approved. The maintenance, repair, cleaning, and replacement of the patio and appurtenances thereto shall be the responsibility of the Owner of the restaurant Unit or the Building C Condominium association.

ARTICLE XIX

WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC.

Section 1. MEMBERSHIP. All Owners as defined in Article II, Section 1(o) hereof shall automatically be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Unit, parcel or tract which is subject to assessment. Owners, by virtue of their ownership of a Lot or Unit shall be subject to these Covenants and Restrictions and the Articles of Incorporation, Bylaws, and Rules and Regulations thereunder. Unit Owners shall be Members of the Association and the Condominium association owning the Lot on which the Condominium is created shall not be a Member of the Association.

Section 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for every One Thousand Square Feet (1,000 s.f.), or fraction thereof, of a Completed or Proposed Building or Unit owned or shown on the approved Site Plan or building permit in WELLINGTON RESERVE OFFICE PARK, provided that where title to any property is vested in two (2) or more persons or entities, the vote for such ownership shall be exercised as they among themselves determine, but in any event only one (1) vote may be cast with respect to such property.

Class B. The Class B Member(s) shall be the Developer. Class B Members shall be entitled to three (3) votes for every One Thousand Square Feet (1,000 s.f.), or fraction thereof, of a Completed or Proposed Building or Unit owned or shown on the approved Site Plan or building permit in WELLINGTON RESERVE OFFICE PARK. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the Developer sells all property within the WELLINGTON RESERVE OFFICE PARK, (b) on January 1, 2010, or (c) such earlier date as Developer may determine.

In the case of a condominium on a Lot, the common elements, but not the Limited common elements, of the Condominium shall be apportioned to the Unit Owners based upon their Unit's square footage relative to the total square footage of all Units in the building, and used for calculating voting square footage, in the same manner as provided in the condominium documents.

In calculating the voting square footage of a Proposed Free-Standing Building, votes assigned to it shall be based on the proposed square footage set forth on the most-recently approved master or site plan of the Village of Wellington, Florida. In calculating the square footage of any Proposed Unit, votes assigned to it shall be based on the square footage set forth in the Building Plans for which the building permit has been issued.

A "majority vote" or a certain required super-majority vote shall refer to the Voting Interest of the votes as established pursuant to this Article XIX, Section 2.

Section 3. OTHER RIGHTS AND OBLIGATIONS. Each Member for itself and Unit Owners also shall have the rights, privileges and obligations of membership in the Association as the same are prescribed in the Articles of Incorporation and By-laws of the Association as they may be constituted from time to time. In the event of any inconsistencies at any time between the provisions of this Declaration and the provisions of said Articles and By-laws, the provisions of this Declaration shall govern.

ARTICLE XX
ASSOCIATION EXPENSES

Section 1. ASSOCIATION EXPENSES. In order to fulfill the covenants contained in this Declaration and in order to maintain and operate the Common Areas and WELLINGTON RESERVE OFFICE PARK for the use, safety, welfare and benefit of Owners and Unit Owners, their employees, invitees, guests and lessees, and in accordance with all governmental requirements and conditions, there is hereby imposed on each Lot and Unit, and the Owners thereof, the affirmative covenant and obligation to pay to the Association (in the manner hereinafter set forth) and upon the Association, the obligation to assess, collect and expend, the Association Expenses, as those expenses are more fully set forth and described, as follows:

- (a) Association Expenses. Any and all expenses determined to be Association Expenses pursuant to this Declaration, the Articles of Incorporation and By-laws of the Association, including but not limited to:
 1. Taxes. Any and all taxes levied or assessed at any and all times upon the Common Area by all taxing authorities; including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Area and against any and all personal property and improvements which are not or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes.
 2. Utility Charges. All charges, if any, levied for utilities providing services for the Common Area, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other utility or any other type of service charge.
 3. Common Trash Service. The costs of common trash removal from the WELLINGTON RESERVE OFFICE PARK.
 4. Liability Insurance. The costs of policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of Common Areas or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000 covering all claims for personal injury and property

damage arising out of a single occurrence. All such policies will name the Association (and Developer as their respective interests may appear) as the insured under such policy or policies.

5. Miscellaneous Insurances. The costs of premiums of such forms of insurance and in such coverages as the Association shall determine for the protection and preservation of the Common Area, and for officer's liability insurance, and any other insurance deemed necessary or appropriate by the Board.
6. Maintenance, Repair and Replacement. Any and all expenses necessary to maintain and preserve the Common Area and other areas the responsibility of the Association pursuant to this Declaration in a manner consistent with the development of the WELLINGTON RESERVE OFFICE PARK as a "Class A" office park in accordance with the covenants and restrictions contained herein, and all permits, orders, ordinances, conditions, rulings, and regulations of any and all federal, state and local governments having jurisdiction
7. Operational Expenses. The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association under this Declaration, notwithstanding the fact that some of these services may be expended in providing services for collecting sums owed. In addition, the Association may retain a managing company or contractors to assist in the operation of the WELLINGTON RESERVE OFFICE PARK and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.
8. Fidelity Coverage. The costs of the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who handle, or who are responsible for handling funds of the Association. Such fidelity insurance shall meet the following requirements:
 - (a) All such fidelity insurance or bonds shall name the Association as an obligee; and
 - (b) Such fidelity insurance or bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association; and

- (c) Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
- (d) Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association.

9. Indemnification. The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Common Area or the appurtenances thereto from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Developer may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses.

Further, the costs to the Association of indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, and recovery, etc.). Nothing in the provisions of this subparagraph above shall require an Institutional Mortgagee to pay any Association Expenses or portion thereof attributable to costs to the Association to indemnify and save harmless Developer in accordance with such subparagraph. Any such Association Expenses shall be reallocated amongst the Owners other than the Institutional Mortgagees.

- 10. Special Assessments. Any special assessments as shall be levied by the Board of Directors as a result of (a) extraordinary items of expense under this Declaration; (b) the failure or refusal of other Owners to pay assessments of Association Expenses; and (c) such other reason or basis determined by the Board of Directors which are not inconsistent with the terms of any of the WELLINGTON RESERVE OFFICE PARK documents.

11. Capital Reserves. The Association by its Board of Directors may establish a reserve fund for the anticipated costs of capital improvements consisting of construction, reconstruction, repair, or replacement in or to the Common Areas.
12. Miscellaneous Expenses. The costs of all items of expense pertaining to or for the benefit of the Common Area, or any part thereof, or other area in the WELLINGTON RESERVE OFFICE PARK which is determined to be an Association Expense by the Board of Directors.
13. Individual Assessments. The costs to the Association for curing any non-compliance of any Owner pursuant to Article XI, Section 2.

ARTICLE XXI
COVENANT FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. With the exception of the Owner of Tract P (Preservation Tract), each Owner, including the Developer, of any Lot, parcel, tract, or Unit in the WELLINGTON RESERVE OFFICE PARK, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Association Expenses, including annual, quarterly, or monthly assessments, special assessments, individual assessments, fees, or charges to be fixed, established and collected from time to time as hereinafter provided, all collectively sometimes referred to as "Assessment" or "Assessments." The annual, quarterly, or monthly assessment, special assessment, individual assessment, fee and charge, together with such interest thereon and costs of collection thereof and reasonable attorney's fees, as hereinafter provided, shall be a charge on the Lot or Unit and shall be a continuing lien upon the property against which each such assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns. At the discretion of the Association, Unit Owners shall not be assessed directly and in such event the Condominium association of which the Unit Owner is a member shall collect the Assessments for and on behalf of the Association and remit such funds to the Association. Nothing herein shall preclude the imposition of sanctions, and the exercise of all collection remedies of the Association (including direct liens), against Unit Owners for failing to pay all Assessments.

Section 2. PURPOSE OF ASSESSMENT. The Assessment levied by the Association shall be used exclusively for the payment of Association Expenses in the WELLINGTON RESERVE OFFICE PARK.

Section 3. AMOUNT AND PAYMENT OF ANNUAL, QUARTERLY, OR MONTHLY ASSESSMENTS. Annual, quarterly, or monthly assessments shall be based upon the annual budget, and shall accrue upon adoption the latter of the budget adoption or January 1 of each year for that year. The amount of the Assessment shall be fixed by the Board of Directors of the Association at least thirty (30) days in advance of January 1 of each year. Written notice of the annual budget, with the amount of Assessments, shall thereupon be sent to every Owner subject to the Assessment. Such notice shall be deemed to have been given if it is deposited postage paid in the United States mails addressed to the name or names and address under which the property in question is listed on the records of the Association or in the office of the Palm Beach County Property Appraiser. The amount of the annual budget and Assessments may be changed from year to year by the Board of Directors as the needs of the WELLINGTON RESERVE OFFICE PARK, in the judgment of the Board, may require. Commencing as set forth below in this paragraph, and by a date established by the Association annually, quarterly, or monthly thereafter, each Owner shall pay to the Association, on or before such date of the month, the amount of the Assessments, as provided for hereinafter, against the Owner's property. Any Assessment not paid within Thirty(30) days of the date due shall be delinquent and shall bear interest at the rate determined by the Association, not to exceed the maximum rate allowed by law. Annual, quarterly, or monthly assessments shall be assessed on Lots for a Free-Standing Building upon conveyance by the Developer to the Owner and issuance of a certificate of completion by the Village of Wellington for the Building, but not tenant improvements. Annual, quarterly, or monthly assessments shall be assessed on Units upon conveyance by the Developer to the Unit Owner and certificate of completion by the Village of Wellington for the Condominium Building, but not the tenant (interior) improvements of individual Units. Upon conveyance, two quarters of Assessments shall be due and payable by the purchaser to the Association to be used as start-up funds for the Association. In the event Units or Free-Standing Buildings are not offered for sale in the ordinary course of business by the Developer but are instead leased, the Free-Standing Building Lot and Unit shall be assessed upon issuance of a certificate of completion for the Building, but not the tenant (interior) improvements and execution of a lease, whether before or after recording of this Declaration. The Tenant shall be responsible for two quarters of Assessments at the time of issuance of a building permit for tenant (interior) improvements. Annual, quarterly, or monthly assessments may be combined or divided and collected monthly, quarterly, semi-annually, or annually, as determined by the Board of Directors of the Association.

Section 4. CERTIFICATE OF PAYMENT. The Association shall upon demand at any time furnish to an Owner a certificate in writing signed by an officer of the Association or its designee, setting forth whether any Assessments made against his property or properties have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5. EFFECT OF NONPAYMENT OF ASSESSMENT: THE LIEN; REMEDIES OF THE ASSOCIATION. If an Assessment is not paid on the date when due (being the dates specified in Sections 3 and 6, of this Article), then such assessment shall be considered delinquent. If the assessment is not paid on or before the delinquency date, the assessment shall bear interest from the date of the delinquency at the highest rate per annum allowed by law and the Association may place the assessment in the hands of an attorney or agency for collection and the Association may bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment: interest on the assessment as above provided, reasonable attorney's fees and costs incurred with respect to the collection of the assessment and the enforcement of said lien. The Association may at any time after the assessment is delinquent bring an action at law against the Owner or Unit Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it reasonably believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees and collection fees, required to collect same. No Owner or Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Unit.

Section 6. SPECIAL ASSESSMENTS; INDIVIDUAL ASSESSMENTS; FINES; CHARGES. In addition to the annual, quarterly, or monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purposes set for the Article XX, Section 1 (a) (10) and for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have either: (1) the majority vote or written assent of Class A Members; or, (2) the vote of Three-fourths (3/4) of the Board. The special assessments may be levied on Proposed or Complete Buildings or Units, as the Board (in the case of a Board-approved special assessment) or Members (in the case of a Member-approved special assessment) deems appropriate. In addition to the annual, quarterly, or monthly and special assessments, individual Owners may be assessed for the cost to the Association for curing the Owner's failure to adhere to the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted by the Association. Special or individual assessments shall be due as provided in the notice to the Owner, but not less than Sixty (60) days following the date to the notice. Any special or individual assessment not paid within thirty (30) days of the due date shall be delinquent. In addition to the foregoing, individual Owners may be fined for violations of this Declaration, the Articles, Bylaws, or rules and regulations adopted by the Board. The fine shall be in an amount set forth in the rules and regulations. Each day of a continuing violation shall constitute a separate violation for purposes of calculating the fine. No fine may be levied except upon notice and opportunity to be heard, as set forth in the rules and

regulations. In addition to all of the foregoing assessments, the Board may set such fees or charges to be paid by Owners for services to or on behalf of an Owner. The amount of such fees or charges shall be as set forth by the Board in the annual budget, or the actual costs to the Association for services rendered.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens of the Association against any Lot, parcel, tract, or Unit shall be subordinate to any first mortgage for the benefit of or better security of such first mortgage, excluding purchase money mortgages. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to the foreclosure of such a first mortgage (excluding purchase money mortgages), or any proceeding in the lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. The Owner of the Lot or Unit when the assessment became due shall remain liable notwithstanding extinguishment of the lien. No foreclosure, sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. UNIFORM RATE OF ASSESSMENT. The annual, quarterly or monthly assessments, and special assessments, must be fixed at a uniform rate for all Lots or Units subject to assessments. The rate of assessment shall be based on each One Thousand Square Feet (1,000 s.f.), or portion thereof, of the Free-Standing Building, or Unit including the portion of the common elements, but not the limited common elements, of the Condominium apportioned to the Unit for voting purposes as set forth in Article XIX, Section 2, above.

ARTICLE XXII REMEDIES FOR VIOLATION

Section 1. ENFORCEMENT BY MEMBERS. In the event of a violation of breach of any of these Covenants and Restrictions by any person or entity claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, and the Owner of any Lot, Unit, parcel or tract in the WELLINGTON RESERVE OFFICE PARK, or any of them, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, said Developer and/or Owner or Owners shall be entitled to reasonable attorneys' fees and costs incurred with respect to the enforcement of said covenants and restrictions. In addition to the foregoing right, the Developer and/or Owner or Owners shall be entitled to reasonable attorneys' fees and costs incurred with respect to the enforcement of these Covenants and Restrictions. In addition to the foregoing right, the Developer and Association shall have the right, whenever there exists on any Lot, Unit, parcel or tract in the WELLINGTON RESERVE OFFICE PARK, any impediment, obstruction, destruction, occupation, use, or deterioration to the drainage system, or portion thereof, or any destruction,

occupation, use, or deterioration to the landscaping, or portion thereof, to enter upon the property where such impediment, obstruction, occupation, use, destruction, or deterioration exists and summarily cure, abate, or remove the same at the expense of the Owner causing such condition, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions, but they shall remain in full force and effect. Nothing in this Article XXII shall preclude the Association from entering upon any Lot or Unit and curing a breach, and levying an individual assessment for the cost of such, including the costs of collection, interest, and attorney's fees.

Section 2. SOUTH FLORIDA WATER MANAGEMENT DISTRICT. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the surface water management (drainage) system facilities or Tract P (Preservation Tract).

ARTICLE XXIII
ADDITIONS TO AND MODIFICATIONS OF EXISTING COVENANTS
AND RESTRICTIONS, AND DEVELOPMENT PLAN

Section 1. RESTRICTIONS IN SUBSEQUENT INSTRUMENTS. The Developer may include in any contract or deed hereafter made any additional covenants and restrictions; provided, however, that any such additional covenants and restrictions shall be applicable only to that Lot, parcel, tract, or Unit therein conveyed.

Section 2. DEVELOPER'S ABSOLUTE RIGHT TO AMEND DOCUMENTS. The Developer may, in its sole and absolute discretion, modify, amend, abrogate, add to, or derogate from the Covenants and Restrictions, Articles of Incorporation, Bylaws, and Rules applicable to the WELLINGTON RESERVE OFFICE PARK. Any such additional or amended Covenants, Articles of Incorporation, Bylaws, or Rules thereto shall not (i) affect the lien of any mortgage then encumbering any of the properties within the WELLINGTON RESERVE OFFICE PARK, (ii) affect the rights and powers of any such mortgagee, (iii) impair the proper use and functioning of the Common Areas unless adequate provision is made to achieve the proper functioning of the Property for the benefit of the Lots by other means than the Common Areas.

Section 3. DEVELOPER'S ABSOLUTE RIGHT TO AMEND PLAN OF DEVELOPMENT. Declarant reserves the right in its sole and absolute discretion to modify its plan of development, including, without limitation, the changing of uses

to any use not a prohibited use in this Declaration, adding or withdrawing land to or from the Wellington Reserve Office Park, modifying square footages, relocating buildings or uses, and developing areas presently not designated for development. Such reservation of rights are subject to regulatory requirements of governmental authorities having jurisdiction. Developer may, but shall not be required to, retain ownership to Tract P and shall own for the Developer's sole, absolute, and exclusive benefit, all development rights or other rights which may now exist or which may in the future exist in connection with Tract P, provided, however, such does not impair the use of any Lot or Unit, or cause the Project to be out of compliance with any governmental requirements. Notwithstanding the Developer's rights associated with Tract P, the Association shall be responsible for the maintenance of Tract P as a Common Element. Declarant's right to modification and other rights reserved in this Declaration shall not terminate upon Turnover to the Association, and shall continue for so long as Developer owns the fee simple title to any of the Property.

Section 4. AMENDMENT BY VOTE OF MEMBERS. After Turnover but not before, the Owners shall have the right to amend the Declaration, Articles of Incorporation, Bylaws, and Rules by vote; provided, however, the Owners shall not have the right to: (1) withdraw the Property from the Declaration; (2) amend the documents to diminish or impair the Developer's rights hereunder without the express written consent of the Developer; withdraw the Property from the requirements to maintain Common Areas in accordance with all regulatory requirements. Any amendment to the Declaration or Articles of Incorporation shall require the affirmative vote of Two-Thirds (2/3's) of the Voting Interest at a duly called and noticed meeting of the Members of the Association.

ARTICLE XXIV DURATION OF COVENANTS AND RESTRICTIONS

These Covenants and Restrictions set forth in this Declaration shall be binding upon all Owners, their heirs and assigns, shall constitute an easement and servitude in and upon the lands conveyed in the WELLINGTON RESERVE OFFICE PARK running with the land and shall be deemed for the benefit of all the land in the Association; and they shall be and remain in full force for ninety-nine (99) years from the date of filing in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida. Said Covenants and Restrictions shall, upon the expiration of the 99-year period, be automatically extended for successive periods of ten (10) years each unless by a majority vote of the then Owners of the Lots, parcels, tracts, or Units of the WELLINGTON RESERVE OFFICE PARK, it is agreed to change them in whole or in part, provided, however, that in the event a majority vote to terminate the Association, said termination shall not be effective unless provision shall be made for operation and maintenance of the drainage system, including the lake, and the landscape buffer and preserve area, if any, by a substitute entity which is approved by the appropriate local, state, and Federal

Government, including the South Florida Water Management District. The Provisions of this Article may not be amended unless said Amendment is approved in writing by the appropriate local, state and federal governments. Any amendment to this Declaration or the Plat which would affect the surface water management (drainage) system, Tract P (Preservation Tract), or water management portions of the Common Area shall be submitted to the South Florida Water Management District and Village of Wellington for review prior to finalization and effectiveness of the amendment. The South Florida Water Management District shall determine if the proposed amendment will require a modification of Permit Number 50-06078-P. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the amendment of this Declaration.

ARTICLE XXV
DEVELOPER MAY ASSIGN

The Developer may assign in whole or in part, but shall not be required to assign, any and all of its rights, powers, obligations and privileges under this instrument to the WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC. or to another corporation, association, or person, whether for-profit or not-for-profit, in the Developer's sole and absolute discretion.

ARTICLE XXVI
RESTRICTIONS UNIFORM

The Foregoing restrictions shall be applicable to all Lots, parcels, tracts, and Units in the WELLINGTON RESERVE OFFICE PARK, provided, however, in the event Tract P (Preservation Tract) is conveyed to a governmental entity, Tract P (Preservation Tract) shall not be subject to this Declaration, the Articles, Bylaws, or Rules and Regulations of the Association, provided, however, the terms of conveyance or dedication shall ensure the purposes of Tract P for the WELLINGTON RESERVE OFFICE PARK are maintained, or regulatory requirements are met by other means. Nothing herein is in derogation of the Conservation Easement recorded at Official Records Book 16333, Page 1530, or the responsibility of the Association to maintain, repair, or replace Tract P (Preservation Tract) in accordance with the requirements of the South Florida Water Management District Permit No. 50-06078-P, as may be amended by the District, and to assess for such as an Association Expense.

IN WITNESS WHEREOF, Developer has executed this Covenant this 27th day of August, 2005.

Signed, Sealed and Delivered
in the presence of :

WITNESSES:
(sign and print name)

[Signature]
LUCIANO
[Signature]
LINDA BOCK

CHING'S DEVELOPMENT, INC.,
a Florida corporation

By: *[Signature]*
Shih C. Ching, President

Notary Public

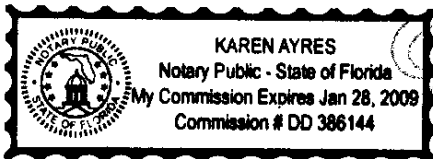
STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Shih C. Ching, President, of Ching's Development, Inc. who is personally known to me or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid 5 day of August, 2005.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:



SEAL

ACCEPTANCE BY ASSOCIATION

The Wellington Reserve Office Park Property Owners Association, Inc., a Florida not-for-profit corporation created for the administration of the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, AND SERVITUDES FOR WELLINGTON RESERVE OFFICE PARK, hereby accepts the responsibilities set forth therein, pursuant to unanimous consent of the Board of Directors of the Association.

IN WITNESS WHEREOF, Association has executed this Covenant this ___ day of August, 2005.

Signed, Sealed and Delivered
in the presence of :

WITNESSES:
(sign and print name)

[Signature]
FRAN LUIGIANO
[Signature]
LONDA BOCK

WELLINGTON RESERVE OFFICE PARK
PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Shih C. Ching, President

Notary Public

STATE OF FLORIDA

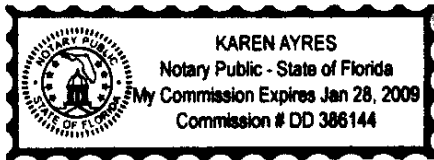
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Shih C. Ching, President, of Wellington Reserve Office Park Property Owners Association, Inc., who is personally known to me or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid 5 day of August, 2005.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

SEAL



Blue Card
1125



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-06078-P
DATE ISSUED: SEPTEMBER 11, 2003**

FORM #148
REV. 05/98

PERMITTEE: SHIH C. CHING
(WELLINGTON PROFESSIONAL OFFICE CENTER)
13167 HALIFAX COURT,
WELLINGTON, FL 33414

PROJECT DESCRIPTION: CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM SERVING A 20.43-ACRE COMMERCIAL PROJECT KNOWN AS WELLINGTON PROFESSIONAL OFFICE CENTER AND CONSTRUCT AND OPERATION APPROVAL FOR GENERAL SITE CLEARING, GRADING TO ELEVATION 17.5' NGVD, EXCAVATION OF THE SWM SYSTEM AND WETLAND MITIGATION AREA.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 12 TWP 44S RGE 41E

PERMIT DURATION: See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 020319-10, dated March 16, 2002. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341. Unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 4 OF 7 (30 SPECIAL CONDITIONS)
SEE PAGES 5 - 7 OF 7 (19 GENERAL CONDITIONS)

FILED WITH THE CLERK OF THE SOUTH
FLORIDA WATER MANAGEMENT DISTRICT

ON _____ ORIGINAL SIGNED BY:
BY ELIZABETH VEGUILLA
DEPUTY CLERK

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

ORIGINAL SIGNED BY:
By GARRETT WALLACE JR.
ASSISTANT SECRETARY

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SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on September 11, 2005.
The construction phase of this permit shall expire on September 11, 2008.
2. Operation of the surface water management system shall be the responsibility of SHIH C. CHING.
3. Discharge Facilities:
Structure: control structure
1-6' WIDE SHARP CRESTED weir with crest at elev. 16.1' NGVD.
1-6" W X 6" H TRIANGULAR ORIFICE with invert at elev. 14' NGVD.
Receiving body : LWDD S-5 Canal
Control elev: 14 feet NGVD.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation: BASIN: site - 19.30 feet NGVD.
13. Minimum parking lot elevation: Basin: site - 17.00 feet NGVD.
14. All commercial/industrial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.
15. A maintenance program shall be implemented in accordance with Exhibit No. 4 for the

- enhanced and restored wetland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 10% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
16. Success of the mitigation activities proposed herein is heavily dependent on proper grading to achieve the design ground elevations necessary to recruit the expected vegetation or to sustain the proper hydrology for the targeted vegetation communities. The permittee shall submit as-built topography of the proposed mitigation area(s) prior to planting and provide the total mitigation area acreage. The permittee shall correct any deficiencies in the project grade within 14 days of being notified of such deficiencies by District staff.
 17. Prior to impacting wetlands and in accordance with Exhibit No. 2, the permittee shall submit verification from the Florida Department of Environmental Protection (FDEP) that 4.83 freshwater herbaceous credits have been debited from the Loxahatchee Mitigation Bank ledger as mitigation for this impact.
 18. A mitigation program for the Wellington Professional Office Center shall be implemented in accordance with Exhibits No. 2E, 2F, 5 and 4. The permittee shall enhance and restore a total of 8.21 acres of mixed habitat wetlands onsite, create 0.79 acre of upland buffer areas and purchase 4.83 freshwater herbaceous mitigation credits from the Loxahatchee Mitigation Bank. The onsite mitigation area distribution is as follows: 1 acre of hydric tree islands, 0.8 acre of freshwater herbaceous marsh area which also serves as a nutrient filtering area, 3.61 acres of freshwater herbaceous marsh wetlands, 0.79 acre of transitional buffer areas and a 2.8 acre freshwater herbaceous slough.
 19. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
 20. If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.
 21. A monitoring program shall be implemented in accordance with Exhibits No. 2F and 4. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.
 22. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be maintained in perpetuity, as shown on Exhibit 2F.
 23. Endangered species, threatened species and/or species of special concern have been

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observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.

24. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in Exhibit No. 9, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibit 6. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

25. The permittee or its successor(s) will be responsible for the perpetual maintenance of the preserve area.
26. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.
27. Prior to the commencement of construction and in conformance with the work schedule in Exhibit 9, the permittee shall provide an original financial assurance mechanism in the amount of \$153,532.19 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibits No. 2F, 2E and 4. The financial assurance mechanism shall be in substantial conformance with Exhibit No. 7. The letter of credit shall remain in effect for the entire period of the mitigation and monitoring program. Notification of the District by the financial institution that the letter of credit will not be renewed or is no longer in effect shall constitute non-compliance with the permit.
28. A Water Use Permit must be obtained prior to irrigation withdrawals, unless the work qualifies for a general permit issued pursuant to Section 40E-20 F.A.C.
29. Silt screens, hay bales or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed landward of the upland buffer zones around all protected wetlands. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.
30. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 9. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

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GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in

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- accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
 9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
 10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
 11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40 F.A.C..
 12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
 13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), P.A.C., also known as the "No Notice" Rule.
 14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
 15. Any delineation of the extent of a wetland or other surface water submitted as part

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of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

Not a certified copy

ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,
- or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 5-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-88, 4/20/94, Amended 7-1-85, 4/20/94, 10-3-95

Last Date For Agency Action: 09-OCT-2003

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Wellington Professional Office Center
Permit No.: 50-06078-P
Application No.: 020319-10
Application Type: Environmental Resource (Conceptual Approval And New Construction/Operation)
Location: Palm Beach County, S12/T44S/R41E
Permittee : Shin C. Ching
Operating Entity : Shin C. Ching
Project Area: 20.43 acres
Project Land Use: Commercial
Drainage Basin: C-51
Receiving Body: LWDD S-5 Canal

DRAFT
Subject to Governing
Board Approval

Sub Basin: SUB-BASIN 20

Special Drainage District: Lake Worth Drainage District

| | | |
|---------------------------------------------------|-------|-----------------------------|
| Total Acres Wetland Onsite: | 17.58 | |
| Total Acres Wetland Preserved Onsite: | 8.21 | |
| Total Acres Impacted Onsite : | 9.37 | |
| Total Acres Presv/Mit Compensation Onsite: | 9.00 | |
| Offsite Mitigation Credits-Mit.Bank: | 4.83 | Loxahatchee Mitigation Bank |
| Conservation Easement To District : | Yes | |
| Sovereign Submerged Lands: | No | |

PROJECT PURPOSE:

This application is a request for conceptual approval of a surface water management system serving a 20.43-acre commercial project known as Wellington Professional Office Center and construction and operation approval for: general site clearing, grading to elevation 17.5' NGVD, excavation of the surface water management system and enhancement/restoration of the wetland mitigation area. Staff recommends approval with conditions.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located within the Village of Wellington with frontage along the western side of SR 7 (US 441) between Southern and Forest Hill Boulevards (see Exhibit 1 for Site Location Map). The site is undeveloped.

A total of 18.37 acres of wetland areas exist onsite. The entire wetland area shows signs of degradation by human intrusion and encroachment, soil oxidation, adverse hydrologic patterns, exotic and nuisance plant infestation (melaleuca, old world climbing fern & Brazilian pepper) and the wetland dependent native plant community exhibits signs of stress, dieback and lower density due to the exotic plant species communities onsite. The historical hydrologic characteristics of the onsite wetlands have been affected by the surrounding drainage systems. The Wetland Preserve Area Management Plan, referenced as Exhibit 4, contains a description of the plant communities and conditions existing within the onsite wetland.

PROPOSED PROJECT:

This application is a request for a Conceptual Environmental Resource Permit for the entire 20.43-acre site including the future development of the eastern portion of the site as an office retail site (Exhibit 2B depicts the conceptually assumed development) and construction and operation authorization for the clearing and filling of the eastern 11.43 acres of the site and construction of a 9.0-acre wetland preserve area as shown on Exhibits 2A to 2F. Water management calculations were submitted pertaining to the build-out condition as shown in Exhibit 2B and 2C. Exhibit 3A and 3B are water management calculations which describe the conceptual land use and grading assumptions.

The proposed construction activities are limited to clearing and filling of the eastern portion of the site to an average elevation of 17.5' NGVD, enhancement/restoration of the 9 acre wetland preserve, excavation of a 0.44-acre dry retention (pre-treatment) pond and associated bubble-up structure discharging to the wetland preserve area. Perimeter berms will be constructed to the final configuration with a minimum elevation of 16.5' NGVD.

The proposed surface water management (SWM) system consists of site grading and catch basins that direct runoff from the developed portion of the project into culverts that discharge to the 0.44 acre dry retention pond. This pond is sized to provide 0.5" (0.48 ac-ft) of dry pretreatment between the pond bottom elevation of 15.0' NGVD and elevation 16.0' NGVD prior to overflow to the adjacent wetland preserve area which is controlled at an elevation of 14.0' NGVD. Within the wetland basin, a 0.8-acre planted filter marsh will be constructed surrounding the outfall from the proposed retention pond. This filter marsh is intended to provide an additional measure of water quality treatment prior to flow into the remainder of the wetland preserve/mitigation area. The wetland basin will provide additional water quality treatment and peak flow attenuation prior to discharge from the project control structure. The project control structure will consist of an overflow weir at elevation 16.1' NGVD and a minimum sized (per LWDD requirements) inverted triangular bleeder of 6" by 6" at an invert elevation of 14.0' NGVD. The control structure is proposed at the southwestern project corner to facilitate discharge to the LWDD S-5 Canal via a 42" culvert.

LAND USE:

See Exhibits 3A and 3B for additional information regarding assumed land use and grading.

Conceptual:

| | | Area (ac) | Starting Elev. (ft) | Ending Elev. (ft) | Storage Type |
|------|--------------------|--------------|------------------------|----------------------|-----------------|
| Site | Building Coverage | 1.7 | 19.3 | 19.3 | N/A |
| | Impervious | 7 | 17 | 19.2 | Linear |
| | Water Mgmt Acreage | .44 | 15 | 15 | Vertical |
| | Side Slope | .12 | 15 | 16.5 | Linear |
| | Natural Areas | 6.41 | 14 | 14 | Vertical |
| | Other | 2.59 | | | N/A |
| | Pervious | 2.17 | 16 | 19.5 | Linear |
| | Total: | 20.43 | | | |

WATER QUANTITY:

Discharge Rate :

Discharge Storm Frequency : 10 YEAR-3 DAY

Design Rainfall : 11 inches

| Basin | Allow Disch (cfs) | Method Of Determination | Peak Disch (cfs) | Peak Stage (ft, NGVD) |
|-------|----------------------|----------------------------|---------------------|--------------------------|
| site | .7 | Minimum Size Bleeder | .7 | 16.04 |

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 17 inches

| Basin | Peak Stage (ft, NGVD) | Proposed Min. Finished Floors (ft, NGVD) | FEMA Elevation (ft, NGVD) |
|-------|--------------------------|---------------------------------------------|------------------------------|
| site | 17.08 | 19.3 | N/A |

Parking Lot Design :

Parking Lot Storm Frequency : 5 YEAR-1 DAY

Design Rainfall 7 inches

| Basin | Peak Stage (ft, NGVD) | Proposed Min. Parking Elev. (ft, NGVD) |
|-------|--------------------------|-------------------------------------------|
| site | 15.29 | 17 |

Flood Plain/Compensating Storage:

This project is located within Sub-Basin 20 of the C-51 Basin which has an allowable discharge rate of zero and a predicted peak 100-yr stage of 18.30' NGVD. Calculations were submitted demonstrating that the conceptually assumed project will result in a loss in soil storage and site storage (below elevation 18.3' NGVD) of 19.8 ac-ft. This on-site deficit of C-51 flood plain storage (19.8 ac-ft) has been compensated for through the purchase of storage credits from an existing offsite facility: Banyan Golf Club of Palm Beach (Exhibit 10). Transfer of a total of 20.0 ac-ft of compensatory storage credit between the Applicant and Banyan Golf Club was authorized by this District through issuance of two letter modifications to permit No. 50-00443-S in 2002. Application No. 021001-17 (issued October 11, 2002) authorized transfer of 16.0 ac-ft of credit and Application No. 021113-16 (issued November 19, 2002) authorized transfer of an additional 4.0 ac-ft of credit. The net result of these transactions is that the requirement to maintain existing C-51

compensatory storage has been met.

Control Elevation :

| Basin | Area (Acres) | Ctrl Elev (ft, NGVD) | WSWT Ctrl Elev (ft, NGVD) | Method Of Determination |
|-------|--------------|----------------------|---------------------------|----------------------------------|
| site | 20.43 | 14 | | Adjacent Canal Control Elevation |

Receiving Body

| Basin | Str.# | Receiving Body |
|-------|---------------|----------------|
| Site | control struc | LWDD S-5 Canal |

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NGVD)

Weirs:

| Basin | Str# | Count | Type | Width | Height | Length | Dia. | Elev. |
|-------|-------------------|-------|---------------|-------|--------|--------|------|--------------|
| site | control structure | 1 | Sharp Crested | 6' | | | | 16.1 (crest) |

Water Quality Structures: Note: The units for all the elevation values of structures are (ft, NGVD)

Bleeders:

| Basin | Str# | Count | Type | Width | Height | Length | Dia. | Invert Angle | Invert Elev. |
|-------|-------------------|-------|--------------------|-------|--------|--------|------|--------------|--------------|
| site | control structure | 1 | Triangular Orifice | 6" | 6" | | | | 14 |

WATER QUALITY :

The proposed 0.44-acre dry retention pond has been sized to provide 0.5" of dry retention pre-treatment for the developed portion of the property which is calculated as 10.87 acres. The dry pond which will overflow at an elevation of 16.0 will provide 0.48 ac-ft of retention capacity. The wetland basin will allow no discharge (other than through the minimum sized bleeder) until stages exceed 16.1' NGVD which is above the 10-yr 3-day zero-discharge design storm stage. The wetland will provide in excess of the required wet detention volume of 1.66 ac-ft which is equivalent to 1.42" over the developed portion of the site.

Erosion and turbidity control measures will be installed at the landward edge of the buffer areas surrounding all wetlands prior to the commencement of construction as indicated in Special Condition 29 of this permit. The applicant will provide erosion and turbidity control measures as shown on the Erosion and Turbidity Control Plan, Exhibit 2D.

No adverse water quality impacts are anticipated as a result of the proposed project.

| Basin | Treatment Method | Vol Req'd (ac-ft) | Vol Prov'd (ac-ft) |
|-------|------------------|-------------------|--------------------|
| site | Pre-Treatment | 0.44 acres | .48 |
| site | Treatment | 6.41 acres | 1.7 |

WETLANDS:

Wetland Impacts:

The applicant proposes direct impacts to a total of 9.37 acres and secondary impacts to 1.23 acres of wetland areas. The direct wetland impacts consist of the fill, grading and/or excavation of the existing wetlands onsite and the secondary impacts consists of the resulting increase in human encroachment into the larger wetland system that extends offsite. The proposed impacts are to low to low-moderate quality wetlands. A description of the proposed impacts is included in pages 2 to 4 and 25 of Exhibit 4.

Mitigation Proposal:

The proposed mitigation plan consists of the enhancement/restoration of 9 acres of freshwater wetlands and associated upland buffer areas onsite and the purchase of 4.83 freshwater herbaceous mitigation credits from the Loxahatchee Mitigation Bank, as referenced by Special Condition 18.

The proposed onsite mitigation will consist of the preservation and hydrologic enhancement/restoration of 8.21 acres of existing poor quality freshwater marsh wetlands and 0.79 acre of upland buffer areas, as shown on Exhibit 2E. The proposed wetland enhancement and restoration will be achieved through the scrape down of elevated areas, planting with desirable species, and by providing a surface water management system capable of maintaining an adequate control elevation and hydroperiod within the wetland area.

The applicant has provided a time schedule for the maintenance sequence and submittal of the monitoring reports for the mitigation area. The schedule is reflected in the Wetland Preserve Area Management Plan, Exhibit 4, and in Exhibit 9 and referenced in Special Condition 30 of this permit.

The buffer zones for the wetland area to be enhanced/restored onsite were designed as set forth in the Basis of Review chapter 4.2.7 to address any potential secondary impact to the on-site wetland conservation area. No system expansions are anticipated in this project.

In addition to the 9 acres of onsite wetland mitigation, the applicant proposes to purchase 4.83 freshwater herbaceous mitigation credits from the Loxahatchee Mitigation Bank (Exhibit 5).

The applicant is required to demonstrate that 4.83 freshwater herbaceous mitigation credits have been deducted from the Loxahatchee Mitigation Bank ledger no later than thirty (30) days following permit issuance and prior to commencement of any work within the wetland area, as required by Special Condition 17 of this permit.

Since the applicant proposes out-of-basin offsite mitigation, the proposed onsite wetland impacts, onsite wetland preserve and offsite mitigation were also evaluated with regard to potential cumulative impacts to wetland functions within the project drainage basin (C-51 Drainage Basin) (Exhibit 8). The proposed project was considered in conjunction with existing developments, development projects currently under permit review and future similar land use projections within the C-51 Drainage Basin.

The wetland area that is proposed for impact is in a degraded condition due to hydrologic alterations, past soils disturbances and exotic plant infestation. In addition, the onsite wetland represents only a fragment wetland habitat in that it is currently surrounded by disturbed wetlands and uplands with reduced habitat value. In its current condition, the wetland functions that this system provides to the drainage basin are limited by its degraded condition.

Although outside the project drainage basin, the proposed offsite mitigation site (Loxahatchee Mitigation Bank) is spatially connected to the Water Conservation Area 1. Together these natural areas encompass a significant area of wetlands and will provide a greater diversity of habitat and functional value in terms of wildlife habitat, water storage, aquifer recharge, and food chain support to the regional watershed. In addition, the mitigation provided at the bank will provide greater long term ecological value than the wetlands being impacted. The applicant performed a cumulative impact analysis that demonstrates that the proposed activities, when applied to all remaining similar wetlands at risk within the basin, will result in

10.6% of similar wetland acreage loss in the basin and 3% loss of the total wetland acreage within the basin. As a result of this analysis, staff has determined that adverse cumulative impacts to wetlands or water quality are not anticipated to occur as a result of the proposed project.

This cumulative impact analysis may not necessarily hold true for all other projects in the C-51 Drainage Basin, especially those that propose to impact wetlands of greater functional value or that might interact with other water resources or wetland dependent wildlife within the basin.

Based upon the proposed project design, the discussion outlined above, and the mitigation plan, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

Wetland Inventory

| CONCEPTUAL NEW -Wellington Professional Office Center | | ONSITE | | | | |
|-------------------------------------------------------|--------------|------------------|-------------|-------------|-------------|----------------------|
| Pre-Development | | Post-Development | | | | |
| Total Existing | | Impacted | Undisturbed | Enhanced | Preserved | Restored/ Created |
| Fresh Water Herbaceous | 17.58 | 9.37 | | 8.21 | 8.21 | |
| Upland | .79 | | | .79 | .79 | |
| Total: | 18.37 | 9.37 | | 9.00 | 9.00 | |

Wetland Inventory :

| MITBANK Loxahatchee Mitigation Bank | | OFFSITE |
|-------------------------------------|--------------------------------|---------|
| Pre-Development | Post-Development | |
| | Mitigation Bank Cr Used | |
| Fresh Water Herbaceous | 4.83 | |
| Total: | 4.83 | |

Endangered Species:

No indication of wildlife utilization of the wetland area was recorded during the site visits and based on site conditions the use of this area by wetland dependent species is minimal, except for the occasional use of the area by transitory wildlife species. The proposed onsite wetland mitigation preserves will consist of herbaceous and forested wetland mosaics separated from the adjacent residential development by buffer areas. This mitigation area is designed to provide adequate nesting & spawning habitat to wildlife species along with improved foraging and roosting habitat for transitory species. Therefore, it is anticipated that the mitigation area will enhance and increase the foraging opportunities for endangered and threatened species.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements as indicated by Special Condition 23 of this permit.

LEGAL ISSUES:

The onsite wetland mitigation and natural preserve area will be managed by the permittee in perpetuity as a wetland preserve and natural area, as required by Special Condition 25. As an assurance that the

mitigation area will be preserved in perpetuity, the applicant has provided a copy of the Management Plan for the proposed natural area, included as Exhibit 4. The wetland mitigation and natural areas shall be maintained in their natural condition as indicated by Special Condition 15 of this permit. To accomplish this, the applicant proposes to place the onsite mitigation areas under a conservation easement dedicated to the District. The draft language for the conservation easement was provided by the applicant and is included as Exhibit 6. As indicated by Special Condition 24, the applicant is required to record a conservation easement in substantial conformance with Exhibit 6 within thirty (30) days after construction permit issuance and prior to the commencement of construction activities. In addition, a draft financial assurance mechanism in the form of a Letter of Credit in the amount of \$153,532.39 was provided as required in section 4.3.7 of the District's Basis of Review and is included as Exhibit 7. This will serve as assurance that the applicant has the financial capability to complete the construction, monitoring and maintenance requirements of the proposed on-site mitigation areas. Prior to the commencement of construction activities onsite, the applicant is required to provide an original financial assurance mechanism that is in substantial conformance with the provided Draft Letter of Credit as indicated in Special Condition 27 of this permit.

The applicant proposes the purchase of 4.83 freshwater herbaceous mitigation credits from the Loxahatchee Mitigation Bank as the offsite component of the mitigation plan. A letter from the Loxahatchee Mitigation Bank indicating that the applicant has reserved 4.83 freshwater herbaceous mitigation credits was received by the District on August 7, 2003 and is included as Exhibit 5. The applicant is required to demonstrate that 4.83 freshwater herbaceous mitigation credits have been deducted from the Loxahatchee Mitigation Bank ledger no later than thirty (30) days following permit issuance and prior to commencement of any work within the wetland area, as required by Special Condition 17 of this permit.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.561(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that dewatering is not required for the proposed fill and grading activities. Also, no irrigation activities are proposed during this phase of the project. The applicant has provided information on the anticipated irrigation needs of the project. The information provided indicates that it is anticipated that less than 2 acres of green areas will require irrigation and that any water supply infrastructure associated with the future irrigation activities (e.g. well) will be located at the easternmost boundary of the project. Therefore, staff has determined that, based on the information provided it is not anticipated that the future irrigation activities will result in an adverse impact to wetlands.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a general permit issued pursuant to Section 40E-20 FAC.

Potable Water Supplier:

Village of Wellington Utilities.

Waste Water System/Supplier:

Village of Wellington Utilities.

Right-Of-Way Permit Status:

A Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Community Affairs or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF RECOMMENDATION:

The Staff recommends that the following be issued :

Conceptual approval of a surface water management system serving a 20.43-acre commercial project known as Wellington Professional Office Center and construct and operation approval for general site clearing, grading to elevation 17.5' NGVD, excavation of the SWM system and wetland mitigation area.

Based on the information provided, District rules have been adhered to.

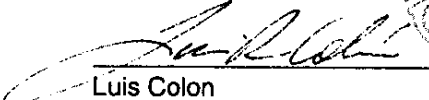
Staff recommendation is for approval subject to the attached General and Special Conditions.

DRAFT
Subject to Governing
Board Approval

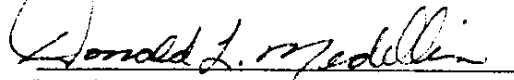
STAFF REVIEW:

NATURAL RESOURCE MANAGEMENT DIVISION APPROVAL

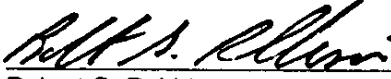
ENVIRONMENTAL EVALUATION


Luis Colon

SUPERVISOR


Donald L. Medellin

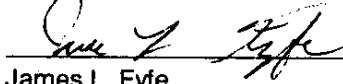
DIVISION DIRECTOR :


Robert G. Robbins

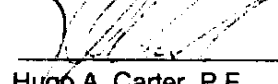
DATE: 8/26/03

SURFACE WATER MANAGEMENT DIVISION APPROVAL


ENGINEERING EVALUATION


James L. Fyfe

SUPERVISOR


Hugo A. Carter, P.E.

DIVISION DIRECTOR :


Anthony M. Waterhouse, P.E.

DATE: 8/26/03

Certified Copy

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District.

GENERAL CONDITIONS

accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction, dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

GENERAL CONDITIONS

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on September 11, 2005.
The construction phase of this permit shall expire on September 11, 2008.
2. Operation of the surface water management system shall be the responsibility of SHIH C. CHING.
3. Discharge Facilities:

Structure: control structure

1-6' WIDE SHARP CRESTED weir with crest at elev. 16.1' NGVD.
1-6" W X 6" H TRIANGULAR ORIFICE with invert at elev. 14' NGVD.

Receiving body : LWDD S-5 Canal
Control elev : 14 feet NGVD.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation: BASIN: site - 19.30 feet NGVD.
13. Minimum parking lot elevation: Basin: site - 17.00 feet NGVD.
14. All commercial/industrial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.
15. A maintenance program shall be implemented in accordance with Exhibit No. 4 for the enhanced and restored wetland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and

SPECIAL CONDITIONS

nuisance plant species shall not exceed 10% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

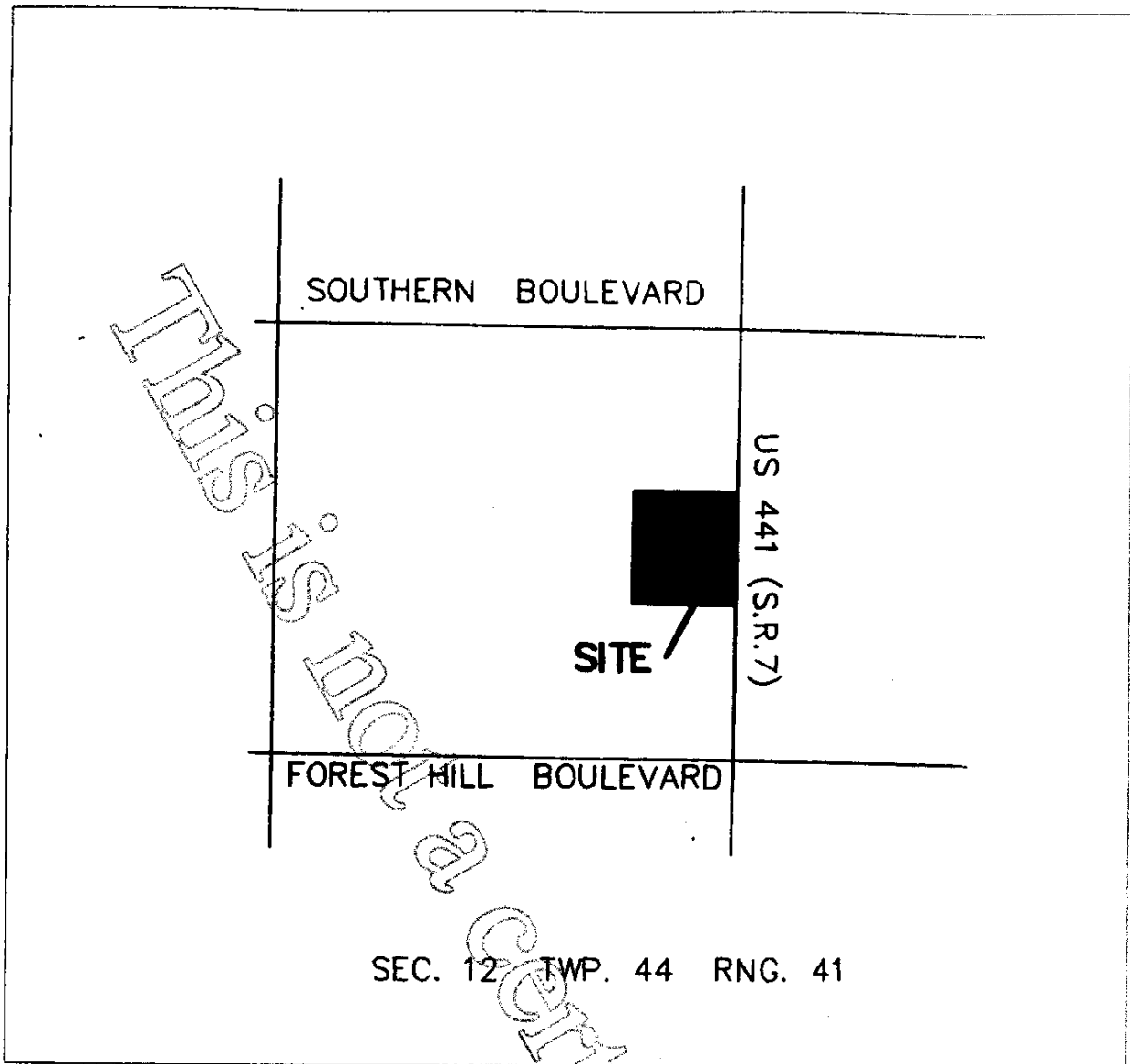
16. Success of the mitigation activities proposed herein is heavily dependent on proper grading to achieve the design ground elevations necessary to recruit the expected vegetation or to sustain the proper hydrology for the targeted vegetation communities. The permittee shall submit as-built topography of the proposed mitigation area(s) prior to planting and provide the total mitigation area acreage. The permittee shall correct any deficiencies in the project grade within 14 days of being notified of such deficiencies by District staff.
17. Prior to impacting wetlands and in accordance with Exhibit No. 2, the permittee shall submit verification from the Florida Department of Environmental Protection (FDEP) that 4.83 freshwater herbaceous credits have been debited from the Loxahatchee Mitigation Bank ledger as mitigation for this impact.
18. A mitigation program for the Wellington Professional Office Center shall be implemented in accordance with Exhibits No. 2E, 2F, 5 and 4. The permittee shall enhance and restore a total of 8.21 acres of mixed habitat wetlands onsite, create 0.79 acre of upland buffer areas and purchase 4.83 freshwater herbaceous mitigation credits from the Loxahatchee Mitigation Bank. The onsite mitigation area distribution is as follows; 1 acre of hydric tree islands, 0.8 acre of freshwater herbaceous marsh area which also serves as a nutrient filtering area, 3.61 acres of freshwater herbaceous marsh wetlands, 0.79 acre of transitional buffer areas and a 2.8 acre freshwater herbaceous slough.
19. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
20. If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.
21. A monitoring program shall be implemented in accordance with Exhibits No. 2F and 4. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.
22. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be maintained in perpetuity, as shown on Exhibit 2F.
23. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.
24. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in Exhibit No. 9, the permittee shall submit two certified copies of the recorded

SPECIAL CONDITIONS

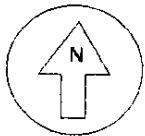
conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibit 6. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

25. The permittee or its successor(s) will be responsible for the perpetual maintenance of the preserve area.
26. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.
27. Prior to the commencement of construction and in conformance with the work schedule in Exhibit 9, the permittee shall provide an original financial assurance mechanism in the amount of \$153,532.39 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibits No. 2F, 2E and 4. The financial assurance mechanism shall be in substantial conformance with Exhibit No. 7. The letter of credit shall remain in effect for the entire period of the mitigation and monitoring program. Notification of the District by the financial institution that the letter of credit will not be renewed or is no longer in effect shall constitute non-compliance with the permit.
28. A Water Use Permit must be obtained prior to irrigation withdrawals, unless the work qualifies for a general permit issued pursuant to Section 40E-20 F.A.C.
29. Silt screens, hay bales or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed landward of the upland buffer zones around all protected wetlands. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.
30. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 9. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.



WELLINGTON PROFESSIONAL OFFICE CENTER



LOCATION MAP

App. No. 020319-10

EXHIBIT 1



MICHAEL B. SCHORAH & ASSOCIATES, INC.
 ENGINEERS • DEVELOPMENT CONSULTANTS • PLANNERS
 1000 WEST PALM BEACH, FLORIDA 33411
 TEL (407) 833-1100
 FAX (407) 833-1101

WELLINGTON RESERVE OFFICE PARK
 PRELIMINARY EARTHWORK PLAN

| | |
|-------------|--------------------------------|
| DATE | 02/03/10 |
| PROJECT | WELLINGTON RESERVE OFFICE PARK |
| DESCRIPTION | PRELIMINARY EARTHWORK PLAN |
| SCALE | AS SHOWN |
| DRAWN BY | ... |
| CHECKED BY | ... |
| APPROVED BY | ... |

SHEET NO. 1125
 OF 11 E

LOCATION MAP
 SEC. 12 TWP. 44 N. R. 17 E.

US 441 (S.R. 7)
 FOREST HILL BOULEVARD

GRAPHIC SCALE 1" = 80'

FOR SECTIONS (A-A) (B-B) (C-C) & (D-D)
 SEE SHEET 2 OF 2 CP

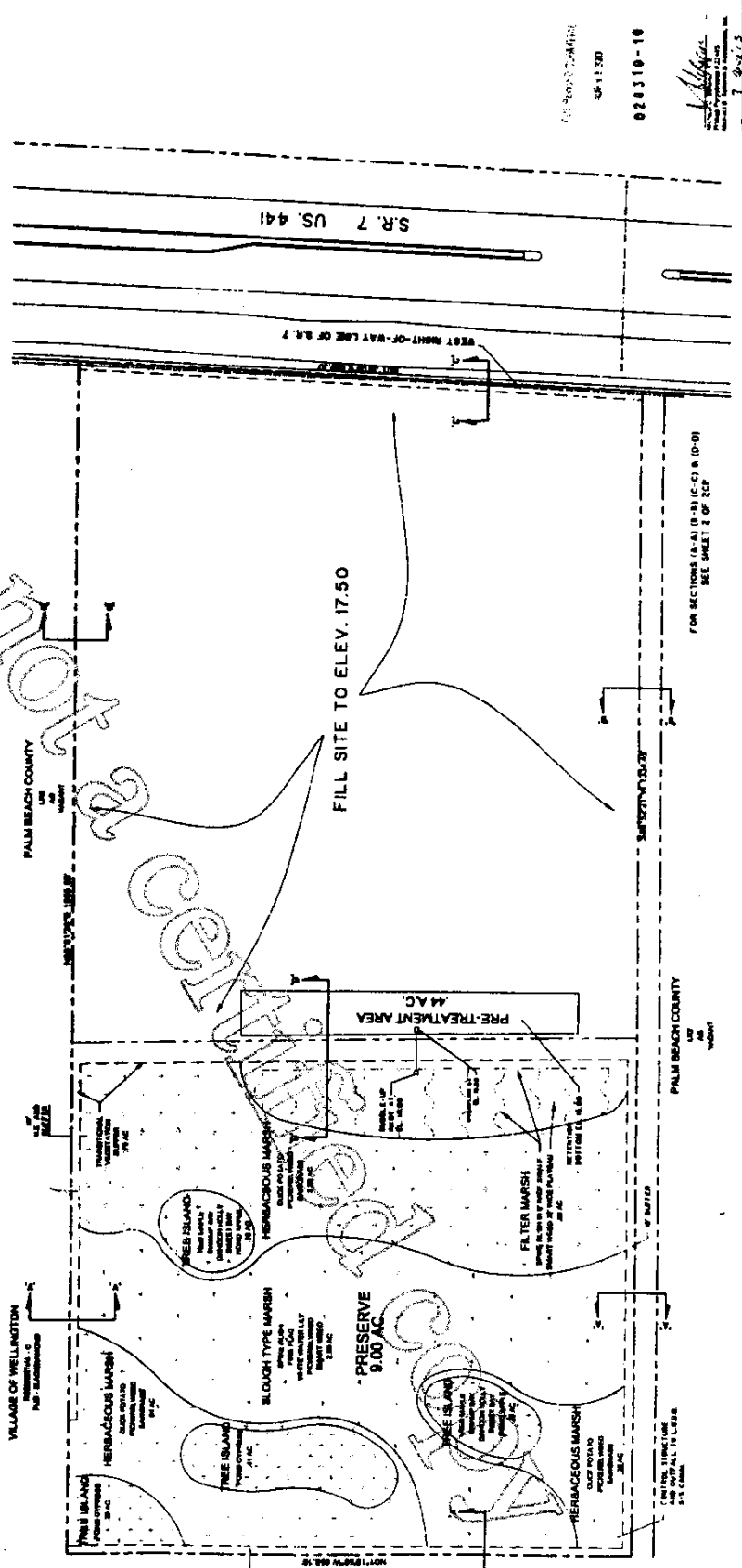


EXHIBIT 2A

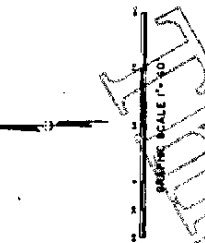
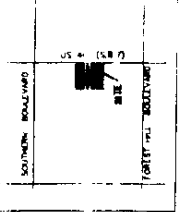


MICHAEL B. SCHORAH & ASSOCIATES, INC.
 PROJECT: WELLINGTON PROFESSIONAL OFFICE CENTER
 CONCEPTUAL DEVELOPMENT PLAN
 1000 WEST PALM BEACH, FLORIDA 33409
 PHONE: (561) 833-1100
 FAX: (561) 833-1101
 WWW: WWW.MBSA.COM

WELLINGTON PROFESSIONAL OFFICE CENTER
 CONCEPTUAL DEVELOPMENT PLAN

| | |
|---------------------|-----------------|
| DATE: 10/11/07 | BY: [Signature] |
| SCALE: 1" = 100' | |
| PROJECT NO: 07-001 | |
| CLIENT: [Name] | |
| LOCATION: [Address] | |

112



- LEGEND**
- WATER SERVICE (WAP) BACKFLOW ASSEMBLY
 - FASE (FIRE) HYDRANT ASSEMBLY
 - WATER VALVE
 - SHOWER VALVE
 - PLUMBING CONNECTION
 - PAVEMENT (CONCRETE)
 - SEWER MANHOLE
 - LANDSCAPE (TREES, SHRUBS)
 - LANDSCAPE (GRASS, TURF)

- NOTES**
1. THE PROPOSED PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE PALM BEACH COUNTY PLANNING AND ZONING DEPARTMENT AND THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.
 2. THE PROPOSED PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.
 3. THE PROPOSED PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.
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 7. THE PROPOSED PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.
 8. THE PROPOSED PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.

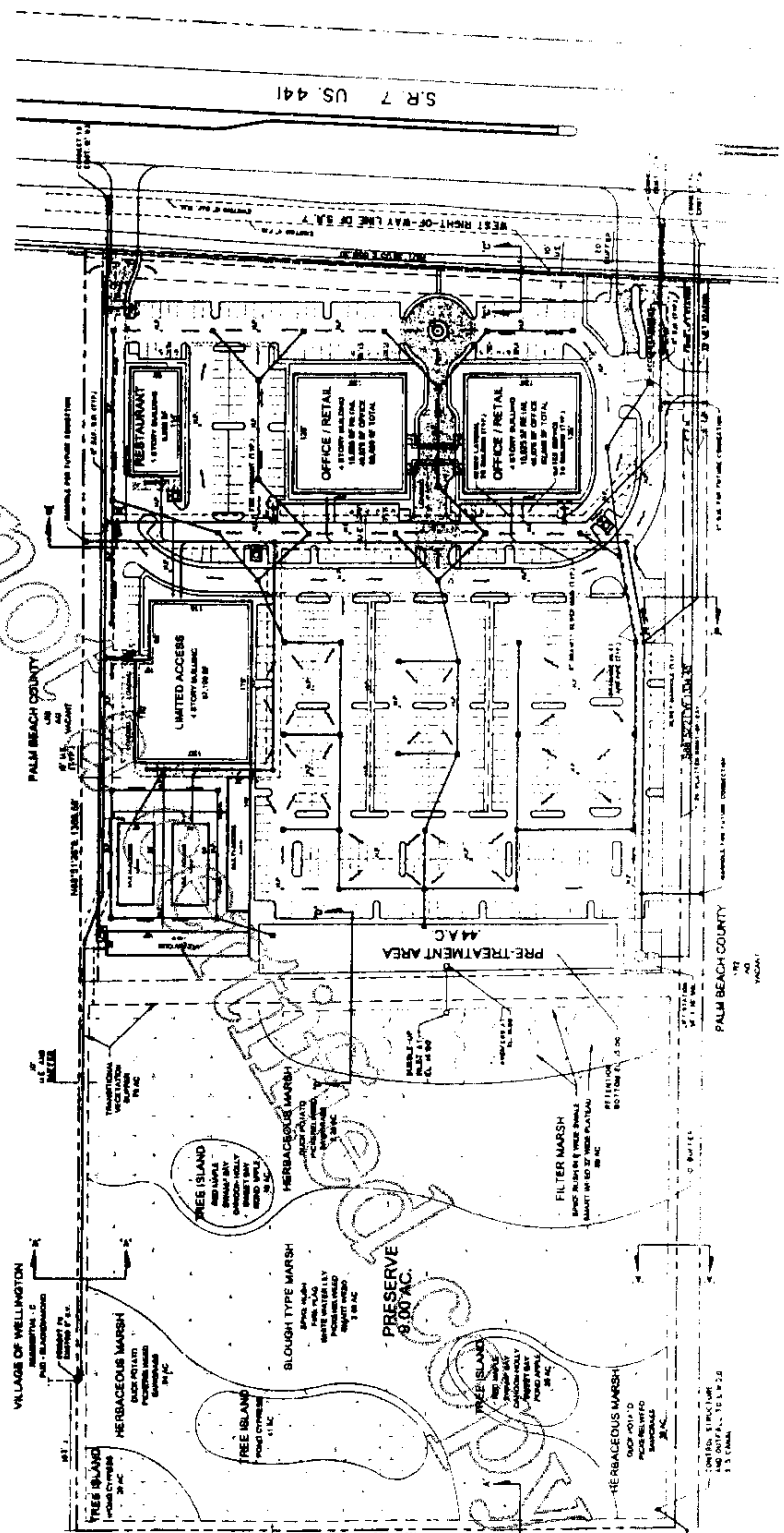


EXHIBIT 2B



MICHAEL B. SCHORAH & ASSOCIATES, INC.
 ENGINEERS • DEVELOPERS • CONSULTANTS • PLANNERS
 1500 FOREST HILL BLVD.
 WEST PALM BEACH, FLORIDA 33409
 TEL. (407) 831-7274
 FAX (407) 831-7275

WELLINGTON RESERVE OFFICE PARK
 CONCEPTUAL DEVELOPMENT PLAN

| | |
|--------------|--------------------------------|
| PROJECT: | WELLINGTON RESERVE OFFICE PARK |
| DESCRIPTION: | CONCEPTUAL DEVELOPMENT PLAN |
| DATE: | 11/25/03 |
| DRAWN BY: | B. SMITH |
| CHECKED BY: | |
| SCALE: | AS SHOWN |
| PROJECT NO.: | 1125 |
| SHEET NO.: | 2 |
| OF 2 CP | |

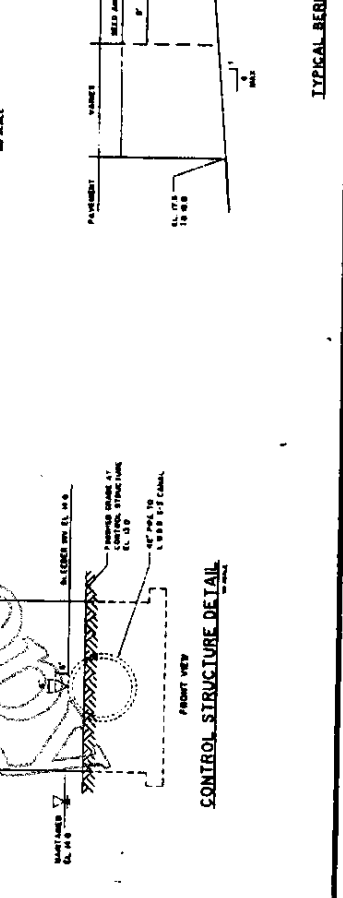
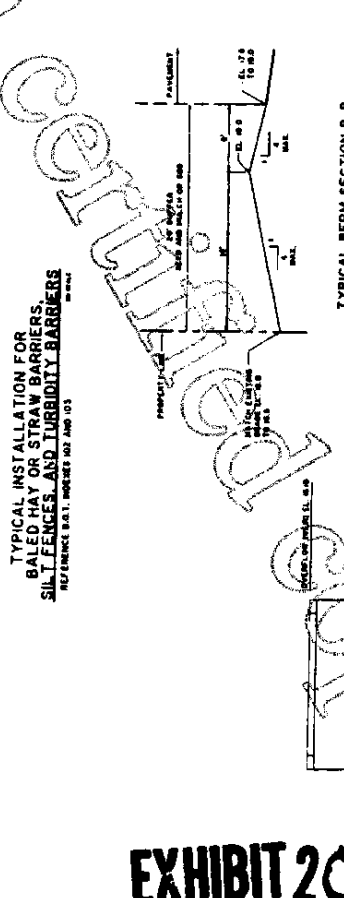
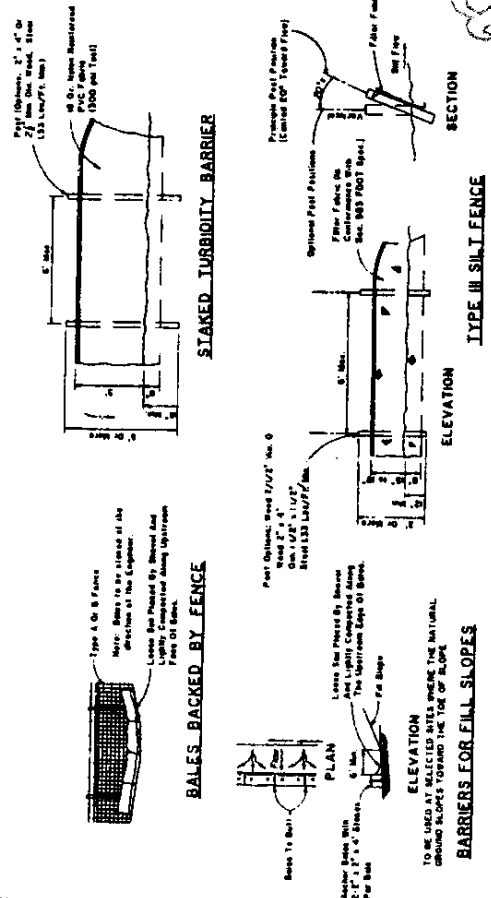
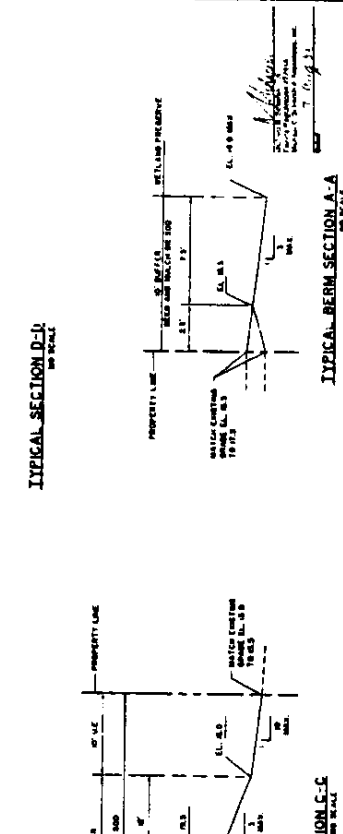
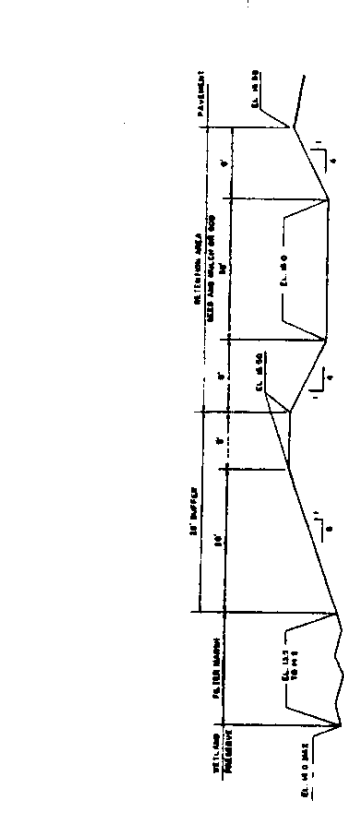
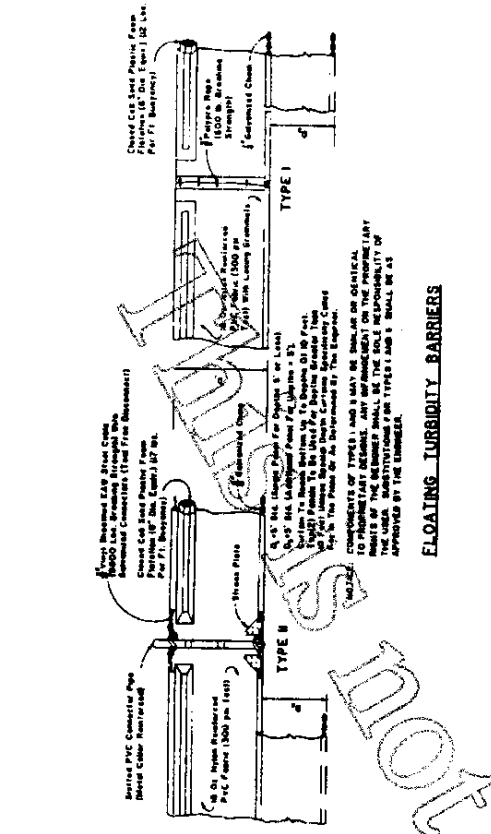
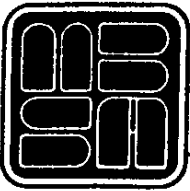


EXHIBIT 2C



EB # 2438

Michael B. Schorah and Associates, Inc.

ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

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

WELLINGTON PROFESSIONAL OFFICE CENTER WATER MANAGEMENT ANALYSIS

The project site is located in the C-51 Basin, Sub-Basin 20:
100 Year Flood-Plain Elevation = 18.30
Allowable Discharge = 0 cfs

Pre-Development Storage:

020319-10

| | |
|---------------------------|-----------------------------------------------------------|
| Site Area | = 20.43 acres |
| Average Existing Site Ef. | = 15.25 |
| Wet Season GWT | = 14.00 |
| Soil Storage | = 1.07 inches |
| Pre-Development Storage | = 20.43 ac. x (18.3 - 15.25) + 20.43 ac. x 1.07" x 1 1/2" |
| | = 64.13 acre-feet |

Proposed Land Uses:

| | | |
|---------------------|---------------|------------------------|
| Site Area | = 20.43 acres | |
| Building Area | = 1.70 acres | el. 19.30 typical |
| Pavement / Walks | = 7.00 acres | el. 17.00 to el. 19.20 |
| Wetland Area | = 6.41 acres | el. 14.00 |
| Wetland Buffer | = 0.79 acres | el. 14.00 to el. 17.50 |
| Tree Islands | = 1.00 acres | el. 14.00 to el. 14.50 |
| Filter Marsh | = 0.80 acres | el. 14.00 to el. 14.50 |
| Dry Retention Area | = 0.44 acres | el. 15.00 |
| Dry Retention Sides | = 0.12 acres | el. 15.00 to el. 16.50 |
| Remainder (Green) | = 2.17 acres | el. 16.00 to el. 19.50 |

Post-Development Storage:

From Stage-Storage Table, 43.07 acre-feet surface storage is provided at el. 18.30

(continued)

App. No. 020319-10

EXHIBIT 3A

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

Wellington Professional Office Center
Water Management Analysis
Page 2

Soil Storage (using flatwoods soil values)

- Buffer (avg. 1.75' above GWT) = 0.79 ac. x 2.02 in. x 0.75 x 1/12 = 0.10 ac.-ft.
- Islands (avg. 0.25' above GWT) = 1.00 ac. x 0.15 in. x 0.75 x 1/12 = 0.01 ac.-ft.
- Filter Marsh (avg. 0.25' above GWT) = 0.80 ac. x 0.15 in. x 0.75 x 1/12 = 0.01 ac.-ft.
- Retention (avg. 1' above GWT) = 0.44 ac. x 0.60 in. x 0.75 x 1/12 = 0.02 ac.-ft.
- Ret. Sides (avg. 1.75' above GWT) = 0.12 ac. x 2.02 in. x 0.75 x 1/12 = 0.02 ac.-ft.
- Remainder (avg. 3.75' above GWT) = 2.17 ac. x 8.10 in. x 0.75 x 1/12 = 1.10 ac.-ft.

Total Soil Storage = 1.26 ac.-ft. or 0.74"

Post-Development Storage = 43.07 + 1.26 = 44.33 acre-feet

The shortfall of 64.13 - 44.33 = 19.80 acre-feet will be provided off-site within the same Sub-Basin.

Water Quality Volume:

1" x Entire Site:

$V = 1" \times 20.43 \text{ ac.} \times 1/12" = 1.70 \text{ acre-feet}$

2.5" x % Impervious:

Area for Water Quality = 20.43 ac. - 1.70 ac. - 6.41 ac. = 12.32 ac.

Imp. Area for Water Quality = 12.32 ac. - 0.79 ac. - 2.17 ac. - 1.00 ac. - 0.80 ac. - 0.44 ac. - 0.12 ac. = 7.00 ac.

% Impervious = 7.00 ac. / 12.32 ac. = 56.8 %

2.5" x % Impervious = 2.5" x 0.568 = 1.42"

Volume to be treated = 1.42" x (20.43 ac. - 6.41 ac.) x 1/12" = 1.66 acre-feet

Maximum controls, therefore Volume Required = 1.70 acre-feet

Dry Pre-Treatment Volume:

1/2" x Developed Site Area:

$V = 1/2" \times (1.70 \text{ ac.} + 7.00 \text{ ac.} + 2.17 \text{ ac.}) \times 1/12" = 0.45 \text{ acre-feet required}$

Volume Provided = 0.48 acre-feet at el. 16.00

(continued)

+WETLAND PRESERVE AREA MANAGEMENT PLAN
Mitigation, Maintenance and Monitoring

for

Wellington Professional Office Center

Palm Beach County, Florida

APPROVED: _____

The following Wetland Preserve Area Management Plan (PAMP) has been provided by the developer of The Professional Center and for approval by the South Florida Water Management District. This Preserve Area Management Plan is required, pursuant to Rule 40E-40 Florida Administrative Code (FAC), whenever wetland areas are found on a site proposed for development.

Violation of the protective provisions of this plan or failure to manage the Preserve Area as directed in this plan may result in civil or administrative enforcement proceedings against the responsible person, corporation, association or other entity. Violations will result in the imposition of fines, restoration, mitigation, or other injunctive orders.

This document is divided into two parts.

Part I outlines the responsibilities of the developer. It includes the delineation of wetland areas required to be set aside pursuant to Rule 40E-40 F.A.C.

Part II outlines the maintenance responsibilities of the Wellington Professional Office Center Co-op Association, Inc. or other responsible entity.

PART I - RESPONSIBILITIES OF THE PROFESSIONAL OFFICE CENTER DEVELOPER

- 1.0 GENERAL
- 2.0 ENVIRONMENTAL ASSESSMENT
- 3.0 DELINEATION OF PRESERVE AREA
- 4.0 SURVEY AND BARRICADING REQUIREMENTS
- 5.0 PROHIBITED ACTIVITIES
- 6.0 RESTORATION AND MANAGEMENT ACTIVITIES
- 7.0 PROTECTIVE MEASURES FOR LISTED SPECIES
- 8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS
- 9.0 ANNUAL REPORTS
- 10.0 SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENFORCEMENT PROVISION
- 11.0 AMENDMENT
- 12.0 TRANSFER OF RESPONSIBILITIES

EXHIBIT 4

1.0 GENERAL

- 1.1 The owner/developer of WELLINGTON PROFESSIONAL OFFICE CENTER, FRANK CHING OF WELLINGTON, Palm Beach County, Florida, their successors, and assigns, their environmental consultants and contractors will implement Part I of this Wetland Preserve Area Management Plan.

2.0 ENVIRONMENTAL ASSESSMENT

In mid-June 2001 a walking assessment of 20.4± acre site identified as the Wellington Professional Office Center PUD was conducted by the environmental staff of Cotleur & Hearing Inc. for Frank Ching. The objectives of the assessment were to determine jurisdictional wetlands, develop a vegetation inventory and identify the presence, if any, of state and/or federal listed protected species.

Existing Conditions

The 20.41± acre parcel is bounded immediately on the east by St.Rd.7/U.S.441 and then the Lake Worth Drainage District L-6 Canal. To the south the undeveloped parcel and a three foot high berm marks the property line. On the west is undeveloped property owned by Palm Beach County and a three foot high berm marks the property line. An undeveloped piece of land is located to the north of the property, and immediately north is the new development of Black Diamond. Currently the only access is from St. Rd. 7/U.S.441.

The property was walked and Brazilian pepper (*Schinus terrebinthifolias*) was found to dominate as 90% of the canopy vegetation in the eastern third of the property. In the middle third, *Schinus* dominance was estimated to be 65% with 15% mature *Melaleuca*. As the assessment proceeded westward, the dominance of wetland vegetation increased sequentially within the western third until the *Schinus* became less dominant at 20%. This portion still contains stands of *Melaleuca* approximating 15% of the size of the wetland. Much of the site is classified as a herbaceous, wet prairie.

A small stand of native slash pine (*Pinus elliotii*) exists in the northwest corner of the site. These, mature slash pines are older trees. No real shrub or ground cover vegetation exists beneath these pines with the exception of scattered Brazilian peppers. It is estimated that 10-17 slash pines exist in this small stand.

Wetland Areas

The wetland (W-1) is defined by the dominance of Brazilian Pepper and is located in the east portion of the site near St.Rd 7. Wetland (W-1) totals 10.63 acres. The wetland (W-2) on the western side of the property is defined by the presence of more herbaceous wetland vegetation. It has a double head of monoculture *Melaleuca* that totals 1.91 acres. This entire wetland (W-2) including the *Melaleuca* areas totals 7.74 acres. The southern and western edge of both wetlands is defined by the spoil berm which has been in place for many years as evidenced by the size of the trees on its crest.



Cotleur Hearing
1934 Commerce Lane Suite 1
Jupiter, Florida 33458
561 747 6336 Fax 747 1377

EXHIBIT 4

Project #99-0601
January 31, 2000
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Based upon the vegetation present and the soils found on site, it is estimated that 80% to 90% of the site will be claimed as jurisdictional wetlands by the regulatory agencies, i.e. the Corps of Engineers, the South Florida Water Management District and the Florida Department of Environmental Protection. The eastern third and the middle third are low quality, marginally functioning wetlands, however a portion of the western third is by comparison a higher quality herbaceous wetland.

Vegetation Inventory
Wellington Professional Offices Center

The following vegetation was found on the referenced property during site surveys.

| <u>Common Name</u> | <u>Botanical Name</u> | <u>Wetland Status</u> |
|----------------------|------------------------------------|-----------------------|
| Rosary pea | <i>Abrus precatorius</i> | |
| Earleaf acacia* | <i>Acacia auriculiformis</i> | FAC |
| Leather fern | <i>Acrostichum spp</i> | OBL |
| Alligator weed | <i>Alternanthera philoxerides</i> | OBL |
| Ragweed | <i>Ambrosia artemisiifolia</i> | |
| Andropogon | <i>Andropogon spp</i> | FAC/FACW |
| Pond apple | <i>Annona glabra</i> | OBL |
| Shoebuttton ardisia* | <i>Ardisia spp</i> | FAC |
| Shield fern | <i>Athyrium asplenoides</i> | |
| Saltbush | <i>Baccharis glomeruliflora</i> | FAC |
| Spanish needles | <i>Bidens bipinatta</i> | U |
| Swamp fern | <i>Blechnum serrulatum</i> | FACW |
| Beautyberry | <i>Callicarpa americana</i> | |
| Australian pine* | <i>Casuarina spp</i> | FAC |
| Cocoplum | <i>Chrysobalanus icaco</i> | FACW |
| Sawgrass | <i>Cladium spp</i> | OBL |
| Strangler fig | <i>Ficus aurea</i> | FAC |
| Ficus* | <i>Ficus spp</i> | |
| Dahoon holly | <i>Ilex cassine</i> | OBL |
| Lantana | <i>Lantana camara</i> | |
| Old world vine fern* | <i>Lygopodium japonicum</i> | |
| Turkscap (Hibiscus)* | <i>Malvaviscus arboreus</i> | |
| Punk tree* | <i>Melaleuca quinquenervia</i> | FAC |
| Myrsine | <i>Myrsine quianensis</i> | FAC |
| Boston fern | <i>Nephrolepis exaltata</i> | FAC |
| Royal fern | <i>Osmunda regalis</i> | OBL |
| Virginia creeper | <i>Parthenocissus quinquefolia</i> | U |
| Passionflower | <i>Passiflora incarnata</i> | U |
| Red bay | <i>Persea borbonia</i> | U |
| Slash pine | <i>Pinus elliottii</i> | U |
| Golden polypody | <i>Phlebodium aureum</i> | |
| Guava* | <i>Psidium guajava</i> | |

| <u>Common Name</u> | <u>Botanical Name</u> | <u>Wetland Status</u> |
|------------------------|---------------------------------|-----------------------|
| Wild coffee | <i>Psychotria nervosa</i> | FAC |
| Laurel oak | <i>Quercus laurifolia</i> | FACW |
| Cabbage palm | <i>Sabal palmetto</i> | FAC |
| Brazilian pepper* | <i>Schinus terebinthifolius</i> | FAC |
| Saw palmetto | <i>Serenoa repens</i> | |
| Catbrier | <i>Smilax spp</i> | |
| St. Augustine grass | <i>Stenotaphrum secundatum</i> | |
| Jambolan plum* | <i>Syzygium cumini</i> | FAC |
| Bald cypress | <i>Taxodium distichum</i> | OBL |
| Cardinal airplant | <i>Tillandsia fasciculata</i> | |
| Recurved airplant | <i>Tillandsia spp</i> | |
| Stiff needle wild pine | <i>Tillandsia utriculata</i> | |
| Poison Ivy | <i>Toxicodendron radicans</i> | |
| Cattail | <i>Typha spp</i> | OBL |
| Caesars weed | <i>Urena lobata</i> | |
| Wild grape | <i>Vitis spp</i> | |
| Muscadine grape | <i>Vitis rotundifolia</i> | |
| Shoestring fern | <i>Vittoria lineata</i> | |

* denotes exotic species

FLUCCS

The entire Stonehaven site can be categorized as containing the following land use under the Florida Land Use, Cover and Forms Classification System (FLUCCS):

| <u>Code</u> | <u>Upland Description</u> |
|-------------|---------------------------|
| 4110 | Pine flatwoods |
| 4220 | Brazilian pepper |

| <u>Code</u> | <u>Wetland Description</u> |
|-------------|----------------------------|
| 4221 | Brazilian pepper |
| 4240 | Melaleuca |
| 7430 | Spoil berm areas |
| 6410 | Freshwater Marsh |

Endangered/Threatened Species

No evidence of state or federal listed endangered, threatened or species of special concern has been found on site.

2.1 Soils

The Wellington Professional Office Center project site originally contained three surface soils: Boca fine sand (Ba), Chobee fine sandy loam (CH), and Jupiter fine sand (Ju).



Cotleur Hearing
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
561 747 6336 Fax 747 1377

EXHIBIT 4

Project #99-0602
January 31, 2000
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These soils have been confirmed throughout the site by repeated field visits. Below is a narrative description of each soil type.

Bo – Boca fine sand. This is nearly level, poorly drained soil that has a loamy subsoil that is underlain by fractured limestone at a depth of 24 to 40 inches. This soil is on broad, low flats and in poorly defined drainageways between the Everglades and coastal ridge. Under natural conditions, the water table is within 10 inches of the surface for 2 to 4 months and is in the limestone during the driest periods. The natural vegetation is slash pine, cabbage palm, saw-palmetto, southern bayberry, inkberry, and a wide variety of native grasses. Most areas of this soil are in natural vegetation or improved pasture. A few areas are being used for cultivated crops and some areas are being developed for urban use.

CH – Chobee fine sandy loam. This is nearly level, very poorly drained soil that has a surface layer of dark colored fine sandy loam and a subsoil of sandy clay loam. This soil is in depressions and low, nearly level areas between the Everglades and the coastal ridge. Under natural conditions, the water table is within 10 inches of the surface for more than 6 months in most years. Depressions are covered by water most of each year. The natural vegetation is pickerelweed, needlegrass, sawgrass, maidencane, ferns, sedges, and scattered areas of cypress, sweetbay, sweetgum and southern bayberry. Most areas of this soil are in natural vegetation or improved pasture.

Ju – Jupiter fine sand. This is nearly level, poorly drained, shallow, sandy soil that rests on fractured limestone boulders. This soil is on broad, low flats, low hammocks, and in poorly defined drainageways. Under natural conditions, the water table is within 10 inches of the surface for periods of 4 to 6 months during most years. Shallow water covers the surface for 2 to 4 months each year.

The natural vegetation is cabbage palm, scattered cypress, maidencane, ferns, southern bayberry and a wide variety of grasses. Some areas of this soil have been used for cultivated crops or sod. Most areas are in improved pasture, and few are in native vegetation.

2.2 Wetland Habitat

The Wellington Professional site contains wetland habitats including a Brazilian Pepper dominated area and a herbaceous marsh including areas dominated by melaleuca. A wetland survey on which the U.S. Army Corps of Engineers and South Florida Water Management District have informally confirmed the sites wetland limits was conducted in late October 2001.

2.2.1 Herbaceous Swamp Wetland

This existing fresh water herbaceous community is found at the western third of the project site and is estimated to contain 8.21 acres. The wetland to the east currently supports Brazilian Pepper. There will be 9.0 acres of this wetland that



Cotleur Hearing
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
561 747 6336 Fax 747 1377

Project #99-0602
January 31, 2000

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EXHIBIT 4

will be restored and added to the Wetland Preserve Area. This herbaceous wetland area together totals 9.00 acres and is being preserved as part of the Wetland Preserve Area for the Wellington Professional Office Center project.

Exotic species including Melaleuca, and Brazilian pepper are encroaching upon this ecosystem. (See Vegetation Inventory)

The applicant proposes to scrape down the existing wetlands within the Preserve Area. The purpose of this is to create long term sustainability for the wetland ecosystem; focusing on the wetland vegetation and an increase in the productivity of the system overall. This restoration will add 9.00 acres to the Wetland Preserve Area partially offsetting the impacted wetlands loss of 9.37 acres, which will be filled in the east part of the site.

In addition to the wetland area a 25-foot wide buffer is required. This buffer will also be vegetated with native wetland and transition zone vegetation.

2.3 Listed Species

A listed species survey was conducted in July 2001. No species listed by the State of Florida or the United States Fish and Wildlife Service were observed on the proposed development parcel. It should be noted that F.S. 581.185 designates most of the State's native fern species as threatened. A single specimen of shoestring fern (*Vittari lineata*) was located on a sabal palm on the north central portion of the property.

3.0 DELINEATION OF WETLAND PRESERVE AREA

- 3.1 For the purposes of this plan, Preserve Area shall be defined as the Wetland Preserve shown on the Site Plan, a reduced copy of which is attached hereto and made a part hereof as Exhibit "A". The Wetland Preserve including the required buffer will contain 9.00 acres.
- 3.2 The plat is to be labeled with the O.R. Book and Page number where the Preserve Area Management Plan is recorded. All Preserve areas are to be labeled: "PRESERVE AREA - NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT".
- 3.3 Prior to construction, the perimeter of any wetland, which may receive surface waters with high turbidity, shall be protected by the placement of silt screens, hay bales or other turbidity control approved by the South Florida Water Management District to minimize the effects of turbidity on the wetland.



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4.0 SURVEY AND BARRICADING REQUIREMENTS

4.1 The Wetland Preserve Area shall be surveyed and staked based on the approved Site Plan for Wellington Professional Office Center, a reduced copy of which is attached hereto and made a part hereof as Exhibit "A".

4.2 Prior to clearing, the developer shall ensure that the Wetland Preserve Area is barricaded. The Wetland Preserve Area shall be protected with physical barriers during all clearing and construction activities in accordance with the following guidelines:

- a) All preserve areas must be barricaded according to the approved site plan prior to any clearing of any part of the site or phase. An inspection of the barricades must be conducted by the South Florida Water Management District prior to any clearing of the site or phase.
- b) Barricades must be constructed of a minimum of ¼" diameter rope which is yellow or orange in color and made of nylon, polypropylene or other material with an expected useful life that exceeds the projected time for construction of the project or phase. The rope is to be attached to wooden poles (minimum rough size 2"x2"), iron rebar, PVC pipe (minimum size 2" diameter) or other material with prior approval of the South Florida Water Management District.
- c) The rope must be a minimum of 4 feet above the ground and must not be attached to any vegetation. Lath strips and surveyor's flagging or similar materials are not acceptable. All barricades must be upright and maintained intact for the duration of construction.
- d) Materials (building and construction), debris, fill, trash, etc. are not permitted to be stored in the Cypress Preserve Area. Fill is not allowed to encroach into the Wetland Preserve Area.
- e) Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the barricades must be offset at least 10 feet outside the Wetland Preserve Area or placed at the dripline of the canopy trees, whichever is greater. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to these guidelines.
- f) All native vegetation which is not located in areas requiring their removal as part of the development plans shall be retained in their undisturbed state.
- g) Failure to comply with these guidelines will be considered a violation of the site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant or developer may be brought before the South Florida Water Management District.



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CONTRACTORS PLEASE NOTE: IT IS RECOMMENDED THAT YOU BECOME FAMILIAR WITH THESE GUIDELINES AND ALL PERMIT CONDITIONS. VIOLATION OF THESE GUIDELINES AND DAMAGE TO OR DESTRUCTION OF PRESERVATION AREAS WILL BE NOTED. APPROPRIATE ACTION WILL BE TAKEN FOR THOSE CONTRACTORS WHO VIOLATE THE BARRICADE GUIDELINES.

- 4.3 No construction shall commence until the barricades around the Wetland Preserve Area have been approved and inspected by the South Florida Water Management District.
- 4.4 Barricades shall be maintained in good order and condition through construction of the project or phase. Cut or fill must meet existing grade without encroaching into Preserve Area. The South Florida Water Management District will authorize the removal of Preserve Area barricades after the Baseline Survey has been completed, inspected and approved.

5.0 **PROHIBITED ACTIVITIES**

- 5.1 Prohibited activities in the Wetland Preserve Area include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cutting; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; off road vehicle use; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conversation and preservation. Vehicular traffic is prohibited in all the Wetland Preserve Area.
- 5.2 No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within 25 feet of any Preserve Area and shall be removed upon completion of construction work.
- 5.3 The site shall be cleared and grubbed of all vegetation only in those areas indicated for roadways and stormwater management improvements, as shown on the approved construction plans. All trash and construction debris must be removed from the site.
- 5.4 Buildings proposed to be located adjacent to the Wetland Preserve Area shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of 5 feet.

6.0 **RESTORATION AND MANAGEMENT ACTIVITIES**

- 6.1 Except for prescribed maintenance activities, the Wetland Preserve Area shall be maintained in its existing natural condition.



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6.2 All maintenance of the Wetland Preserve Area will be in accordance with this Preserve Area Management Plan for Wellington Professional Office Center. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. Maintenance and management activities must be approved by the South Florida Water Management District. The following activities are allowed within the Preserve Area (with written approval from the South Florida Water Management District):

- a) Removing of exotic plant material and refuse [see paragraph 6.3]
- b) Revegetation – planting indigenous vegetation [see paragraph 6.4]
- c) Removing of dead or diseased plant material [see paragraph 6.5]

6.3 Exotic Vegetation is a plant species designated as a category I or II as defined by the most current list of Florida's Most Invasive Species by the Exotic Pest Plant Council. Exotic vegetation in the Wetland Preserve Area shall be removed by the least ecologically damaging method available. Such methods include hand pulling, hand spading, chain saw and/or treatment with an appropriate herbicide. If removal will result in disturbing native species, the treated plants shall be allowed to remain but a periodic eradication program shall be implemented to prevent new growth. No debris such as plant clippings or wood scraps shall be allowed in the Wetland Preserve Area. Construction debris, abandoned equipment and trash shall be removed from the project and disposed of according to local, state and federal regulations.

Prohibited and Invasive Non-Native Plant Species List

Prohibited plant species, as defined below, shall be completely removed or eradicated from the entire site concurrent with permitted vegetation removal and site development.

Table 1 - Prohibited Plant Species

| Common Name | Botanical Name |
|-------------------------------------------|-------------------------------------|
| Melaleuca, punk tree or paper tree | <i>Melaleuca quinquenervia</i> |
| Brazilian pepper | <i>Schinus terebinthifolius</i> |
| Australian pine | <i>Casuarina spp.</i> |
| Earleaf acacia | <i>Acacia auriculiformis</i> |
| Kudzu | <i>Pueraria montana (P. lobata)</i> |
| Small-leafed climbing fern | <i>Lygodium microphyllum</i> |

Invasive non-native plant species, as defined below, shall be completely removed or eradicated from the entire site, including the preserve, concurrent with permitted vegetation removal and site development. Periodic follow-up removal/eradication is required. The following list constitutes the invasive non-native plant species.

Table 2 - Invasive Non-native Plant Species

| Common Name | Botanical Name |
|---------------------|--------------------------------------------------------------------|
| Air potato | <i>Dioscorea bulbifera</i> |
| Banyan | <i>Ficus bengalensis</i> |
| Bishop-wood | <i>Bischofia javanica</i> |
| Carrotwood | <i>Cupaniopsis anacardioides</i> |
| Cat's claw | <i>Mimosa pigra</i> |
| Chinese fallow tree | <i>Sapium sebiferum</i> |
| Cork tree | <i>Thespesia populnea</i> |
| Downy rose myrtle | <i>Rhodomyrtus tomentosus</i> |
| Jasmine | <i>Jasminum dichotomum</i> |
| Java plum | <i>Syzygium cumini</i> |
| Leather leaf | <i>Colubrina asiatica</i> |
| Lofty fig | <i>Ficus altissima</i> |
| Mahoe | <i>Hibicus tiliaceus</i> |
| Schefflera | <i>Schefflera actinophylla</i> (<i>Brassaia actinophylla</i>) |
| Shoebuttton ardisia | <i>Ardisia solanaceae</i> |
| Woman's tongue | <i>Albizia lebbek</i> |

6.4 Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species indicative of the existing plant community. This will ensure that the Wetland Preserve Area maintains indigenous plant associations. Revegetation plans shall be submitted to the South Florida Water Management District for approval prior to implementation.

6.4.1 Re-vegetation with Compatible Native Vegetation

Within the wetland preservation area and adjacent buffer, re-vegetation is expected to be necessary because of exotic removal or site utilities construction activity. All re-vegetation shall consist of native plant species indicative of the natural plant community of that location to insure continuity of indigenous plant associations. Re-vegetation may be achieved through the use of nursery stock plant materials or on-site transplants using the built area as a donor site. If transplants are used, adequate water for temporary irrigation must be in place prior to transplant operation commencement. Irrigation shall continue until transplants are established in new locations.

6.4.2 Potential Species for Re-vegetation

| Common Name | Botanical Name |
|--------------|---------------------------------|
| Swamp maple | <i>Acer rubrum</i> |
| Leather fern | <i>Acrostichum danhaefolium</i> |



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| Common Name | Botanical Name |
|---------------|------------------------------|
| Pond apple | <i>Annona glabra</i> |
| Cocoplum | <i>Chrysobalanus icaco</i> |
| Spike rush | <i>Eleocharis cellusa</i> |
| Dahoon Holly | <i>Ilex cassine</i> |
| Gallberry | <i>Ilex glabra</i> |
| Wax Myrtle | <i>Myrica cerifera</i> |
| Red Bay | <i>Persea borbonia</i> |
| Swamp bay | <i>Persea palustris</i> |
| Slash Pine | <i>Pinus elliotti</i> |
| Pickerel weed | <i>Pontederia cordata</i> |
| Live Oak | <i>Quercus virginiana</i> |
| Laurel Oak | <i>Quercus laurifolia</i> |
| Cabbage Palm | <i>Sabal palmetto</i> |
| Duck potato | <i>Sagittaria lancifolia</i> |
| Bull rush | <i>Scirpus validus</i> |
| Saw Palmetto | <i>Serenoa repens</i> |
| Cordgrass | <i>Spartina bakeri</i> |
| Bald Cypress | <i>Taxodium distichum</i> |
| Florida flag | <i>Thalia geniculata</i> |

In areas of scrapedown and where control/removal of nuisance and exotic species necessitates re-vegetation of wetland areas, the following species shall be established. See Exhibit 6 for complete list of proposed plantings.

| Species | Common Name | Size | Spacing | Planting Elev. NGVD |
|------------------------------|------------------|----------------|---------------|---------------------|
| <i>Acer rubrum</i> | Red Maple | 7 g /45 g. | As Shown | Above 14.0 |
| <i>Scirpus validus</i> | Softstem Bulrush | bareroot | 4' on center | Below 13.0 |
| <i>Spartina bakeri</i> | Cordgrass | 1 gallon/liner | 30" on center | Above 13.5 |
| <i>Juncus effusus</i> | Bog Rush | bareroot | 2' on center | 12.5 to 13.5 |
| <i>Pontederia cordata</i> | Pickerel weed | bareroot | 2' on center | Below 13.5 |
| <i>Sagittaria lancifolia</i> | Duck Potato | bareroot | 2' on center | Below 13.5 |
| <i>Thalia geniculata</i> | Fireflag | bareroot | 3' on center | Below 13.0 |
| <i>Canna flaccida</i> | Canna lily | bareroot | 2' on center | 12.5 to 13.5 |

Herbaceous material shall be installed using liner or 2" nursery stock with 36" on-center spacing. Woody material shall be 4' to 10' with on-center spacing to mimic natural association (i.e. informal massing, curvilinear planting arrangement, staggered heights, mixed species, etc.).

- 6.5 Dead or diseased plant material may be removed only upon written finding by the South Florida Water Management District that the material creates a safety hazard to buildings within the fall zone of the material. Revegetation may be required for any removed plant material.

6.6 To mitigate for this 10.19-acre low quality wetland impact the applicant proposes to restore/create on-site wetland areas at the west half of the property's acreage. The applicant will scrape the topsoil and strong organics of the wetland preserve area into three piles. The sand beneath will then be removed to the extent that the engineers feel appropriate to promote a healthy marsh wetland. The topsoil will then be redistributed across the wetland. The three areas where the topsoils were stockpiled will be at the former existing elevation, and will serve as the new planter areas for the wetlands tree islands.

This aspect of proposed wetland restoration shall address conditions related to past human activities that have altered historic hydric patterns and reduced wetland hydrology. Based on review of soil patterns and historic aerials, this wetland existed as a slight depression within a broad slough surrounded by pine flatwoods that formed the contributing watershed. Road construction and development of adjacent lands has interrupted and diverted historic inflows to this wetland. The wetland was further segmented by the placement of fill to create a dividing ridge surrounding the property.

The pool elevation for this wetland has been determined in consultation with Louis Colon of the SFWMD, and defined at elevation 13.00 NGVD. The typical elevations along the wetland jurisdictional line generally vary between 13.50 and 14.00 NGVD, as shown by spot grades on Exhibit 4 Mitigation Grading Plan.

To increase the influence of available hydrology, in those areas where exotics are cleared by mechanical means, vertical relocation of wetland substrate shall be achieved by scrapedown of ground surfaces. To prevent drainage of the preserved wetland sections, the existing berm ridge shall not be removed. Grades on the interior of this berm shall be modified generally by 6 inches to 1 foot of cut. To increase habitat diversity and maintain some permanent water, a deeper hole shall be created by lowering grade to 11.3 NGVD in one pocket. Exhibit 4 provides a plan of proposed scrapedown. Care shall be employed to prevent penetration of any hardpan layer that may exist and if necessary, sufficient muck salvaged and distributed to provide a minimum of 3 inches of organic substrate. Prior to installation of mitigation plantings, "as-built" grading plans and an acreage survey shall be submitted to the District for review and approval.

Further enhancement to this wetland shall be achieved by implementation of a surface water management plan that will maintain the current watershed, direct additional flows into the wetland, and increase available water. Runoff from developed areas shall be pretreated by grass swales or other method prior to release into the wetland system. One control structure is proposed on the west side of the wetland that will divert excess water from the wetland to one of the canals. The wetland pool elevation is approximately 11.95 NGVD and a gentle transition from the structure rim elevation set at 11.00 NGVD will allow for sheet flow into the wetland basin.

Re-vegetation



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The South Florida Management District requires that a buffer zone of appropriate native vegetation a minimum of 15 feet in width be provided and maintained around all isolated wetland areas. A wetland buffer averaging 25 feet in width shall be preserved or created around the wetland to be preserved. As discussed, the existing wetland and portions of the surrounding buffer is impacted by invasion of exotic and nuisance species. Work efforts will remove exotic species and, as necessary, will include establishment of appropriate plant species to restore the degraded areas.

The following description provides details related to proposed mitigation and re-vegetation plantings.

Within upland preservation areas and wetland buffers, to ensure continuity of indigenous plant associations, any re-vegetation necessitated by exotic removal shall consist of native species indicative of the natural plant community in that area.

It is expected that normal wet season water levels will generally be between elevation 13.5 to 11.5 NGVD, with dry season levels dropping down to approximately elevation 9.5 NGVD. Planting elevations for wetland species have been selected accordingly. While potential exists that following storm events wetland water levels may attain levels above the control of 14.5 NGVD, duration of such periods will be brief. Planting elevations were selected for suitability under normal conditions and it is not foreseen that temporary inundation by greater depths will negatively impact planted species. The proposed range of planting elevations will allow for natural adjustment of vegetation in response to specific site conditions and species' cultural preferences.

Re-vegetation shall utilize a combination of nursery plants and material relocated from proposed scrapedown areas. Exhibit 4 provides a plan of proposed mitigation plantings. See Table 6.5.2 for a list of proposed plant species.

The existing approximately 9.0 acres will also be replanted with native wetland vegetation and hardwoods following the manual removal of heavy infestations of melaleuca and Brazilian pepper. The cypress and mixed wetland trees will be planted on the tree island tussocks within the setting and herbaceous and shrub material will be established to raise the species diversity of the preserved wetland. Improving and enhancing the hydrology of this entire wetland through lowering the wetland elevation will assist the establishment of the plants listed on the enclosed table. These activities will create a more stable wetland which exceeds the current functionality of the degraded wetland.

The Wetland Preserve Area including the required upland buffer area to be created will contain approximately 9.00 acres and will be monitored, managed and maintained pursuant to the Wetland Preserve Restoration and Management.

6.7 Maintenance



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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Shirley C. Chris President
(APPLICANT NAME and TITLE)

11/28/03
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[Signature]
(DISTRICT ENGINEER)
Colonel, U.S. Army

11/28/03
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEEE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

A semi-annual maintenance program shall be implemented to control invasive prohibited exotic plant species and maintain upland preserves as a functioning habitat. A list of prohibited exotics and non-natives to be eradicated during maintenance procedures is provided in Table 1 and Table 2 below. Maintenance programs shall be conducted in an environmentally sensitive manner by hand or chemically. Chemicals used must be EPA registered products approved for use in the State of Florida that have been shown to present a wide margin of safety for fish, waterfowl and human life. Trash and debris shall be removed during each maintenance event.

6.8 Hydrologic Enhancement

The applicant proposes to enhance the Wetland Preserve Area by vertically lowering the existing wetland, thus allowing the addition of water from the water table. This additional water will enter the Wetland Preserve through rain and the water table. The Wetland Preserve water level will therefore fluctuate as rainfall fluctuates. Excess water will flow from the Wetland Preserve into the Lake Worth Drainage District Canal S-5 on the west side of the Preserve. The stabilized rhythmic, rise and fall of water levels will benefit the wetland vegetation and potentially create feeding areas for watering birds.

6.9 Success Criteria

The success of the wetland restoration and creation areas within the Wetland Preserve shall be quantified through monitoring activities. There shall be a criteria of 80% survivorship of installed vegetation. If greater than 20% of the total number of plants installed die, replacement plants must be installed to achieve 80% of the total. There must be 80% coverage by native wetland vegetation to achieve vegetation success. The coverage may consist of vegetative understory and canopy/shrub and may include native colonizing wetland plants in addition to installed units. There shall be between 6 to 12 inches of free-standing water for 5 to 7 months in most years. This hydrologic regime is average for the target type typical for a herbaceous slough wetland. There shall be no more than 5% aerial coverage of exotic vegetation within the Wetland Preserve. More than 5% composition of exotic vegetation will not meet success criteria and will necessitate further exotic eradication practices by manual means.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

7.1 During site surveys no state or federally listed protected species were observed in the Cypress Preserve Area.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

8.1 Surface Water Management Plan

To protect water quality, the surface water management system for this development project shall be in strict accordance with the regulations of the South Florida Water Management District governing such facilities. No unauthorized discharge of surface water shall be made into the Wetland Preserve Area. All storm water from developed areas will be collected by the use of valley gutters, swales and inlets and will be directed



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to the 0.5 acre pre-treatment surface water management system. After the pre-treatment area fills water will enter the 0.8 acre filter marsh area, prior to entering the body of the wetland. All pre-development runoff will be maintained to insure the stability of the Wetland Preserve Area.

All runoff from the construction area shall be contained within the storm water management system with proper protection to insure removal of sedimentation and turbidity. Grade changes will be engineered so that any cut or fill will meet existing elevations and not encroach on any preservation area.

Violation of the Surface Water Management permit conditions shall constitute violation of this Preserve Area Management Plan.

No construction or alteration shall be permitted within the Wetland Preserve Area as reflected on the Site Plan and the Wetland Preserve Area Management Plan, except as necessary in connection with the proposed Wetland Preserve Area restoration or enhancement as outlined below.

Prohibited activities within the Wetland Preserve Area include:

1. Construction or storage of building materials, soil, debris, trash or hazardous materials.
2. Mowing or sodding
3. Removal of native trees, shrubs or other valuable vegetation.
4. Excavation, dredging, or removal of soil after final grade has been accepted by the SFWMD.
5. Parking or operation of vehicles.
6. Any other activity that would be detrimental to drainage, erosion control, habitat or wildlife conservation and preservation.

9.0 ANNUAL REPORTS

Preserve Area Monitoring

Monitoring of preserve areas shall be conducted in accordance with requirements of the jurisdictional agencies. The monitoring program shall utilize the following survey methodology for collection of data.

9.0.1 Time Zero Vegetation Survey

Upon completion of implementation of the mitigation program, a transect shall be established through the wetland area. and stations established within each type of



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mitigation treatment (Tree Island, Slough marsh, Herbaceous marsh). These stations shall remain constant over the monitoring period.

At the time of station establishment and subsequently during each monitoring session, information shall be collected concerning species composition, density and relative health of vegetation present at each station. Sample data sheets are included in the appendix of this report.

Methodology

Transects shall be established to cross the full range of water depths and topographic gradients existing within the mitigation area. Vegetative strata to be monitored are:

Canopy Species Sampling - At each transect station, an ocular estimate of canopy coverage and overall height shall be estimated and recorded on datasheets.

Shrub Layer Vegetative Sampling - At each transect station, a plot 10ft. by 10ft. shall be established. The station shall serve as the center of the quadrat. On a bi-annual basis, the species and height of each shrub within the quadrat shall be measured and recorded on a vegetative data sheet.

Ground Layer Vegetative Sampling - At each transect station, a plot 1 meter by 1 meter shall be established and the four corners marked with pvc stakes. The station shall serve as the center of the quadrat. On a bi-annual basis, information shall be collected concerning species composition, height, and density of vegetation within the quadrat and recorded on a vegetative data sheet.

9.0.2 Photographic Documentation

Fixed points shall be established in each of the locations indicated and will provide a consistent location for bi-annual repetition of photographs that provide a panoramic view and record of conditions and changes within the wetland and buffer areas.

9.0.3 Staff Gauge

A staff gauge shall be installed as shown on Exhibit 8 - Proposed Monitoring Plan. Water levels shall be monitored and recorded on a basis not less than once every two weeks.

9.0.4 Evaluation

Monitoring of wetland areas shall be conducted semi-annually at the end of the dry season, April, and end of the wet season, October. Annual reports shall be prepared that will document current conditions within the mitigation site. These reports will contain the physical data and will describe vegetative species composition and dominance, wildlife utilization, or other relevant conditions observed. The objective of this monitoring shall



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be to detect and report any observations made in the field that document progress towards success criteria or indicate changes in vegetative cover, hydro-period, or other pertinent factors that may affect project success.

Existing infestations of exotic species shall be controlled and shall no longer offer potential as a seed source for re-establishment. Monitoring reports shall evaluate the success of maintenance efforts. Mitigation wetland and upland buffer planting shall achieve 80 percent coverage by desirable species by the end of the second year of monitoring. The 80% coverage shall be maintained throughout the remainder of the monitoring period. The success criteria for this project shall be the complete removal of exotic species (100% eradication) and less than 10% coverage by nuisance species.

- 9.1 Monitoring:** Annual monitoring is to be conducted by a qualified environmental professional and submitted to the South Florida Water Management District. The monitoring shall be done at the end of the wet season (Oct. through Nov.) usually November 30 and a report of the monitoring submitted within 30 days of the completion of the monitoring. Monitoring shall be done for a period of 5 years from the date of completion of the project or project phase encompassing the monitored area.

Reports should document vegetational changes including encroachment and/or growth of noxious native and exotic vegetation. Fixed point photos of the Wetland Preserve Area must be included in each report. The reports are to include recommendations for exotic vegetation removal, revegetation, and any additional enhancement activities necessary to maintain the Wetland Preserve Area. The Annual report must list any violation of the Wetland Preserve Area Management Plan and make recommendation for remedial action along with any enhancement activities proposed for the coming year. The proposed monitoring transects and photo documentation stations are indicated on the attached exhibits.

The project is regulated under the provisions of a wetland monitoring program required by South Florida Water Management District.

After the initial 5 year monitoring period, the Wetland Preserve Area will be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity consistent with the provisions of this Plan.

- 9.2 Inspections:** The South Florida Water Management District is authorized to inspect any regulated site or appurtenance. Duly authorized representatives of the District may at reasonable times and upon proper identification enter upon and shall be given access to any premises for the purpose of such inspection.
- 9.3 Violations:** If, upon the basis of inspection or other sources, the District finds applicable laws, rules or regulations have been violated or not complied with, the District shall have the right to enforce the provisions of the Wetland Preserve Area Management Plan through any available administrative or civil proceeding. These proceedings may result



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in penalties, appropriate revegetation and other remedies against any person, corporation or other entity in violation of any of the provisions of the Plan.

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9.4 **Wellington Professional Office Center Estimated Construction Schedule**

Any deviation from the Construction Schedule starting date shall mandate pushing the activity dates of the Construction Schedule forward. However, moving the dates forward shall still require that the Construction Schedule follow the guidelines and spatial time frames set forth in the following table. Within 30 days of permit issuance there will be a revised Construction Schedule submitted and approved by the SFWMD. Following the acceptance of the revised schedule there will be a time zero monitoring activity which will occur within 60 days of permit issuance. Following the time zero monitoring report, it will be required that the first annual monitoring effort and subsequent report shall be submitted to the SFWMD within 1 year of the date of the time zero report.

| <u>Activity</u> | <u>Estimated Start Date</u> | <u>Anticipated Completion Date</u> |
|-------------------------------------------------|-------------------------------------------------------------|------------------------------------|
| Installation of barricade and siltation screens | October 13, 2003 | October 20, 2003 |
| Removal of exotic vegetation | October 20, 2003 | October 12, 2003 |
| Elevation scrape down | October 24, 2003 | November 19, 2003 |
| Fill 10.6 acres of wetland | October 24, 2003 | November 19, 2003 |
| Buffer preparation | October 28, 2003 | November 15, 2003 |
| Stormwater outfall construction | December 3, 2003 | December 12, 2003 |
| Wetland planting | January 05, 2004 | January 15, 2003 |
| Buffer planting | January 16, 2004 | January 30, 2004 |
| Time Zero Monitoring | February 6, 2004 | February 13, 2004 |
| Exotic Removal/Maintenance | Quarterly beginning February 15, 2004 – January 15, 2005 | |
| First Annual Monitoring | November 30, 2005 | December 15, 2005 |
| First Annual Report due to SFWMD | | January 14, 2005 |
| Second Annual Monitoring | November 30, 2006 | December 15, 2006 |
| Second Annual Report due to SFWMD | | January 14, 2007 |
| Third Annual Monitoring | November 30, 2007 | December 15, 2007 |
| Third Annual Report due to SFWMD | | January 14, 2008 |
| Fourth Annual Monitoring | November 30, 2008 | December 15, 2008 |
| Fourth Annual Report due to SFWMD | | January 14, 2009 |
| Fifth Annual Monitoring | November 30, 2009 | December 15, 2009 |
| Fifth Annual Report due to SFWMD | | January 14, 2010 |

10.0 **ENFORCEMENT PROVISION**

10.1 The South Florida Water Management District shall have the right to enforce the provisions of the Wetland Preserve Area Management Plan through any available administrative or civil proceeding which may result in penalties. Appropriate revegetation and other remedies may be required of any person, corporation or other entity found in violation of any of the provisions of the Plan.

11.0 AMENDMENT

- 11.1 This Wetland Preserve Area Management Plan is a condition of the Site Plan, approval for Wellington Professional Office Center and cannot be changed except by the approval of a revised Site Plan by the South Florida Water Management District.
- 11.2 No change in the location of the Wetland Preserve Area will be allowed except by way of a revised Site Plan and modified Wetland Preserve Area Management Plan approved by the South Florida Water Management District. And Village of Wellington.

12.0 TRANSFER OF RESPONSIBILITIES

- 12.1 At such time as the developer is ready to transfer control of the Wellington Professional Office Center Co-op Association, Inc. to the property owners, whether the developer retains ownership of parcels within the project or not, an environmental professional shall certify to the South Florida Water Management District in writing that the Preserve Area is in full compliance with this plan.
- 12.2 The developer will be responsible for all requirements of Part II of the Wetland Preserve Area Management Plan until such time as the developer transfers responsibility to the Association. Developer will pay this share of total cost of management activities or fines on a per lot basis if he retains ownership of lots.

17.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

17.1 For a description of miscellaneous provisions and restrictions see Section 8.0 in Part I of this plan.

18.0 ANNUAL REPORTS

18.1 For a description of annual reporting requirements see Section 9.0 in Part I of this plan.

This is not a certified copy

PART II - RESPONSIBILITIES OF THE WELLINGTON PROFESSIONAL OFFICE CENTER PROPERTY OWNERS ASSOCIATION INC.

- 13.0 GENERAL
- 14.0 DELINEATION OF PRESERVATION AREAS
- 15.0 PROHIBITED ACTIVITIES
- 16.0 MAINTENANCE AND MANAGEMENT ACTIVITIES
- 17.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS
- 18.0 ANNUAL REPORTS
- 19.0 ENFORCEMENT PROVISION
- 20.0 AMENDMENT

13.0 GENERAL

13.1 The owners of parcels within Wellington Professional Office Center and the Wellington Professional Office Center Property Owners Association, Inc. have continuing management responsibility for the Preserve Area on the property.

14.0 DELINEATION OF PRESERVE AREA

14.1 For a description of all Preserve Area see Section 3.0 (Part I) of this Plan.

15.0 PROHIBITED ACTIVITIES

15.1 For a description of all prohibited activities in or adjacent to Preserve Area see Section 5.0 of Part I of this Plan.

16.0 MAINTENANCE AND MANAGEMENT ACTIVITIES

16.1 For a description of all Maintenance and Management responsibilities see Sections 6.0 through 6.5 in Part I of this Plan.

16.2 After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of the Wellington Professional Office Center Property Owners Association, Inc.

16.3 Management of all Preserve Area shall be the responsibility of the Wellington Professional Office Center Property Owners Association Inc. The Property Owners Association shall be charged with maintaining the Preserve Area in their existing natural condition and with the periodic removal of invading exotics as noted in Section 6.3 above.



Cotleur Hearing
1934 Commerce Lane Suite 1
Jupiter, Florida 33458
561 747 6336 Fax 747 1377

EXHIBIT

4

Project #99-0602
January 31, 2000

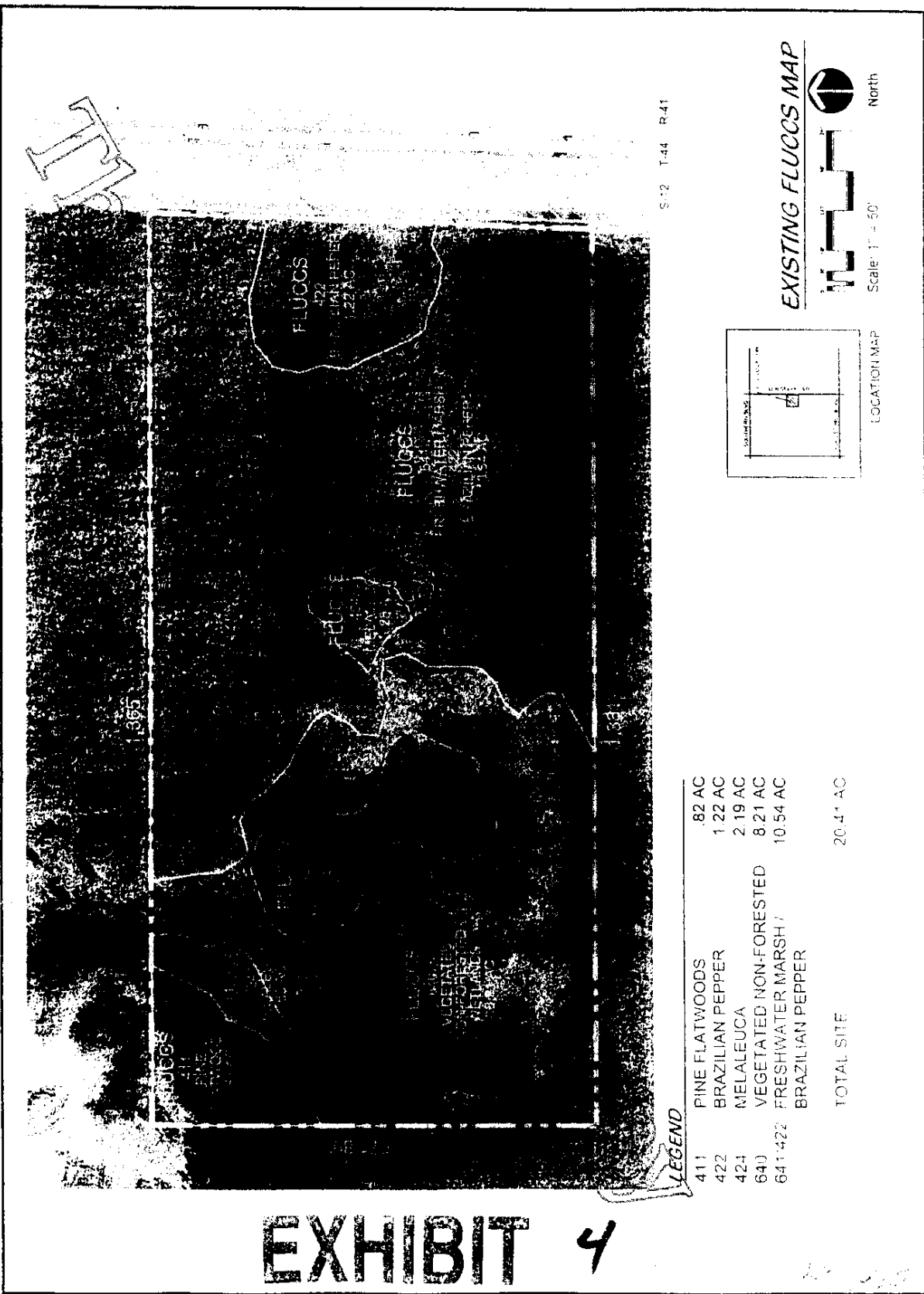
1 project.doc center stonchaven c:\press\pamp.doc

9.4 Wellington Professional Office Center Estimated Construction Schedule

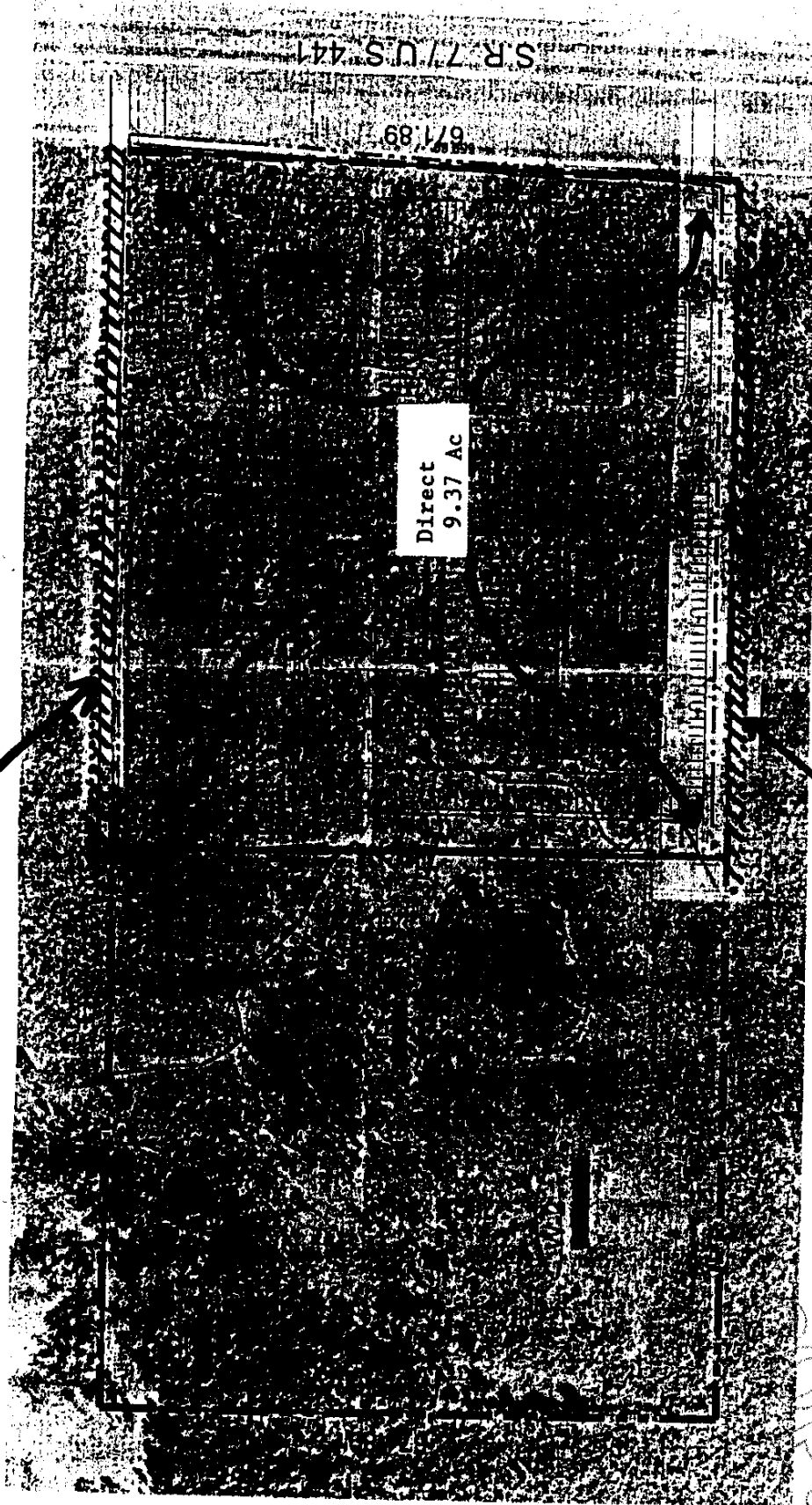
Any deviation from the Construction Schedule starting date shall mandate pushing the activity dates of the Construction Schedule forward. However, moving the dates forward shall still require that the Construction Schedule follow the guidelines and spatial time frames set forth in the following table. Following the initiation of the Construction sequence, there will be a time zero monitoring activity which will occur within 60 days of permit issuance. After the time zero monitoring report, it is required that the first annual monitoring effort and subsequent report shall be submitted to the SFWMD within 1 year of the date of the time zero report.

| <u>Activity</u> | <u>Estimated Start Date</u> | <u>Anticipated Completion Date</u> |
|------------------------------------------------------------------------|-----------------------------|------------------------------------|
| Submittal of the Recorded Preserve Area Conservation Easement to SFWMD | October 11, 2003 | October 13, 2003 |
| Submittal of original letter credit | October 11, 2003 | October 13, 2003 |
| Installation of barricade and siltation screens | October 13, 2003 | October 20, 2003 |
| Removal of exotic vegetation | October 20, 2003 | October 12, 2003 |
| Elevation scrape down | October 24, 2003 | November 19, 2003 |
| Fill 10.6 acres of wetland | October 24, 2003 | November 19, 2003 |
| Buffer preparation | October 28, 2003 | November 15, 2003 |
| Stormwater outfall construction | December 3, 2003 | December 12, 2003 |
| As built SFWMD inspection grade/slopes | December 12, 2003 | December 21, 2003 |
| Wetland planting | January 05, 2004 | January 15, 2004 |
| Buffer planting | January 16, 2004 | January 30, 2004 |
| Time Zero Monitoring | February 6, 2004 | February 13, 2004 |
| Exotic Removal/Maintenance | | |
| Quarterly beginning | February 15, 2004 | January 15, 2005 |
| Semi-annual | March 2005 | March 2009 |
| First Annual Monitoring | November 30, 2004 | December 15, 2004 |
| First Annual Report due to SFWMD | | January 14, 2005 |
| Second Annual Monitoring | November 30, 2005 | December 15, 2005 |
| Second Annual Report due to SFWMD | | January 14, 2006 |
| Third Annual Monitoring | November 30, 2006 | December 15, 2006 |
| Third Annual Report due to SFWMD | | January 14, 2007 |
| Fourth Annual Monitoring | November 30, 2007 | December 15, 2007 |
| Fourth Annual Report due to SFWMD | | January 14, 2008 |
| Fifth Annual Monitoring | November 30, 2008 | December 15, 2008 |
| Fifth Annual Report due to SFWMD | | January 14, 2009 |

EXHIBIT 4



Secondary Impacts*



S-12 T-44 R-41

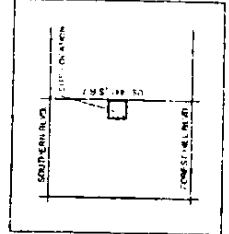
Direct
9.37 Ac

Secondary Impacts*
Total 1.23 Acres

LEGEND

- U-1 UPLAND - (BRAZILIAN PEPPER)
- U-2 UPLAND - (SLASH PINE, MELALEUCA)
- W-1 WETLAND - (BRAZILIAN PEPPER, WAX MYRTLE)
- W-2 WETLAND - (MELALEUCA, WILLOW, HERBACEOUS)
- MEL-1 (MELALEUCA - 75% CANOPY)
- MEL-2 (MELALEUCA - 80% CANOPY)
- MEL-3 (MELALEUCA - 85% CANOPY)

Total Wetlands 18.37
TOTAL SITE AVERAGE: 20.43



LOCATION MAP

WETLAND IMPACT MAP



Scale: 1" = 60'

North

EXHIBIT 4



TETRA TECH FW, INC.

RECEIVED

AUG 07 2003

ENVIRONMENTAL SECTION NRM

August 6, 2003

Mr. Luis Colon
SFWMD
P.O. Box 24680
West Palm Beach, FL 33416

Subject: Credit Availability for
Wellington Professional Office Center Project
4.83 Herbaceous credits
Loxahatchee Mitigation Bank

Dear Mr. Colon:

This letter is to inform you that at the request of FPL, 4.83 herbaceous credits have been reserved and designated for the Wellington Professional Office Center Project. Upon receipt of the ERP for this project, Tetra Tech will submit a request to FDEP for these credits to be deducted from the Loxahatchee Mitigation Bank ledger.

Should you need further assistance in this matter, please feel free to contact me at (772) 781-3414.

Sincerely,

TETRA TECH FW, INC.

Kenneth W. Bailey Jr., Manager
Marketing and Sales

cc: Bill Maus, Cotleur Hearing

Certified Copy



EXHIBIT 5

69 S. Federal Highway, Suite 100, Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411
www.ttfwi.com



DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 2003, by Shih C. Ching

(address) ~~12127 Sunset Point, Wellington, Florida 33414~~
13407 Halifax Court, Wellington, Florida 33414

("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct (name of project) Wellington Professional Office Center ("Project") at a site in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. _____ ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

EXHIBIT 6

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

EXHIBIT 6

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.
6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.
8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.
10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.
11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Palm Beach County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

EXHIBIT 6

IN WITNESS WHEREOF, Shih C. Ching has hereunto set his hand this 31 day of July, 2003.

Signed, sealed and delivered in our presence as witnesses:

Print Name: _____

By: Shih C. Ching

Print Name: Shih C. Ching

Print Name: _____

STATE OF FLORIDA

) ss:

COUNTY OF Palm Beach

On this 31 day of July, 2003, before me, the undersigned notary public, personally appeared Shih C. Ching, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Sandra Bruorton

Print Name:
Sandra Bruorton
My Commission Expires:



Sandra Bruorton
Commission # DD 063620
Expires Oct. 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

South Florida Water Management District
Legal Form Approved: SFWMD - June 2000

EXHIBIT 6

LEGAL DESCRIPTION
(PRESERVE PARCEL)

A PARCEL OF LAND BEING A PORTION OF TRACT 5, BLOCK 18, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54. PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 5; THENCE NORTH 01°19'58" WEST ALONG THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 658.18 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 5; THENCE NORTH 88°51'26" EAST ALONG SAID NORTH LINE OF TRACT 5, A DISTANCE OF 592.02 FEET; THENCE SOUTH 01°58'06" EAST, A DISTANCE OF 658.40 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 88°52'21" WEST, A DISTANCE OF 599.32 FEET TO THE AFORE-MENTIONED POINT OF BEGINNING.

CONTAINING 9.00 ACRES MORE OR LESS.

SURVEYOR'S NOTES

- 1.) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2.) BEARINGS AS SHOWN HEREON ARE BASED UPON THE EAST LINE OF TRACT (PLAT BOOK 5, BLOCK 18, PALM BEACH FARMS COMPANY PLAT NO. 3 2, PAGES 45-54), HAVENG AN ASSUMED BEARING OF NORTH 01°19' 58" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, MAP, SKETCH OR PLAT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

DATE : _____

LESLIE C. BISPOTT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5698



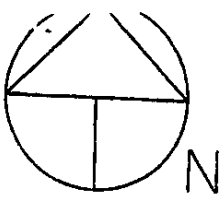
| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| Landmark Surveying & Mapping Inc. 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-5405 LB #4396 | | | |
| FIELD: | N/A | DRAWN: | L.C.B. |
| BOOK: | N/A | DATE: | JULY, 2003 |
| PAGE: | N/A | CHECKED: | C.S.P. |
| | | SCALE: | 1" = 100' |
| | | PROJ. FILE | 2570 |
| | | CADD FILE | 2570PRES |

SKETCH AND DESCRIPTION
OF PRESERVE PARCEL
AT WELLINGTON RESERVE

SHEET NO. 1 OF 2 JOB NO. 2570

EXHIBIT 6

THIS IS NOT A BOUNDARY SURVEY



NE CORNER OF SECTION 12/44/41

BLACK DIAMOND - PHASE I
PLAT BOOK 94, PAGES 83 - 91

N 88°51'26"E
1013.54'

642.86'

N 88°51'26"E 592.02'

NORTH LINE OF TRACT 5, BLOCK 18

N 01°30'24"E

TRACT 4, BLOCK 18
PALM BEACH FARMS COMPANY PLAT NO. 3
PLAT BOOK 2, PAGES 45 - 54

N 01°19'58"W 658.18'

WEST LINE OF TRACT 5, BLOCK 18

PRESERVE PARCEL
(9.00 ACRES MORE OR LESS)

S 01°58'06"E 658.40'

TRACT 5, BLOCK 18
PALM BEACH FARMS COMPANY PLAT NO. 3
PLAT BOOK 2, PAGES 45 - 54

EAST LINE OF SECTION 12,
TOWNSHIP 44 S., RANGE 41 EAST

POINT OF BEGINNING
SOUTHWEST CORNER
OF TRACT 5, BLOCK 18

SOUTH LINE OF TRACT 5, BLOCK 18

S 88°52'21"W 599.32'

25' PLATTED RIGHT-OF-WAY

TRACT 8, BLOCK 18
PALM BEACH FARMS COMPANY PLAT NO. 3
PLAT BOOK 2, PAGES 45 - 54

Landmark Surveying & Mapping Inc.
1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33406
PHONE : (561) 433-5405
LB #4396

SKETCH AND DESCRIPTION
OF PRESERVE PARCEL
AT WELLINGTON RESERVE

| | | | | | |
|--------|-----|----------|------------|------------|-----------|
| FIELD: | N/A | DRAWN: | L.C.B. | SCALE: | 1" = 100' |
| BOOK: | N/A | DATE: | JULY, 2003 | PROJ. FILE | 2570 |
| PAGE: | N/A | CHECKED: | C.S.P. | CADDLE | 2570PRES |

SHEET NO. 2 OF 2 JOB NO. 2570

EXHIBIT 6

STATE OF FLORIDA

- 020319 - 10

IRREVOCABLE LETTER OF CREDIT
TO DEMONSTRATE FINANCIAL ASSURANCE

South Florida Water Management District (District)
P.O. Box 24680
West Palm Beach, FL 33416-4680

Address of Issuing Institution

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit No. _____ ("Letter of Credit") in the District's favor, at the request and for the account of Shih C. Ching _____ ("permittee")

Permittee's Name and Address

13167 Halifax Court, Wellington, FL 33414

up to the aggregate amount of One hundred fifty-three thousand five hundred thirty-two dollars and thirty-nine cents

In Words

U.S. dollars \$ 153,532.39, available upon presentation of:

- 1) your sight draft, bearing reference to this Letter of Credit No. _____, and either:
 - a) a Certificate issued by the South Florida Water Management District in the form of Certificate I attached hereto and made a part hereof; or
 - b) a Certificate issued by the South Florida Water Management District in the form of Certificate II attached hereto and made a part hereof.

The issuer of this Letter of Credit has authority to issue letters of credit and the issuer's letter of credit operations are regulated and examined by a federal or Florida state agency. This letter of credit is established with a financial institution licensed in Florida.

The District is the sole beneficiary of this Letter of Credit. The original Letter of Credit shall be retained by the District.

This Letter of Credit may be drawn on to cover the following mitigation activities of the _____ as authorized and required by District Environmental Resource Permit number _____ (the "permit") as such permit may be amended and include all plans approved by such permit:

This Letter of Credit is effective as of _____. This date is prior to the date the activity authorized by the permit commences. This Letter of Credit shall continue to be effective

A:/Irrevoc Ltr of Credit 11/00

EXHIBIT 7

This Letter of Credit is effective as of _____. This date is prior to the date the activity authorized by the permit commences. This Letter of Credit shall continue to be effective through _____ but such expiration date shall be automatically extended without amendment for additional periods of one year from the present or future expiration date until notification of final release by the District.

This Letter of Credit cannot be revoked, terminated or cancelled unless, at least 90 days before the cancellation date, the issuer notifies the District of its intent to revoke, terminate or cancel the Letter of Credit. In the event the District is so notified, any unused portion of the Letter of Credit shall be available to the District, upon the District's written request, for 90 days after the date of receipt of such notice by the District. If the District notifies _____ (permittee) that it does not intend to draw upon the Letter of Credit, then within 90 days of receipt by the _____ (permittee) of actual or constructive notice of revocation, termination or cancellation of this Letter of Credit or other actual or constructive notice of cancellation, the _____ (permittee) shall provide an alternate financial responsibility mechanism which meets the requirements of subsections 4.3.7-4.3.7.9, of the Basis of Review for Environmental Resource Permit Applications.

Whenever this letter of credit is drawn on under and in compliance with the terms of this Letter of Credit, we shall duly honor such draft upon presentation to us, and we shall tender the draft directly to the District in accordance with your instructions.

We hereby waive notification of amendments to the _____ mitigation plans, permit, applicable laws, statutes, rules and regulations and agree that no such amendment shall in any way alleviate us of our obligation under this Letter of Credit.

Signature(s), Title(s) of Official(s) of Issuing Institution

Date

Shieh C. Chung (SHIEH CHING) 7/31/03

This Letter of Credit is subject to _____

Insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, " or " the Uniform Commercial Code".

2

A:/Irrevoc Ltr of Credit 11/00

EXHIBIT 7

CERTIFICATE II
TO

Issuing Bank's Name
IRREVOCABLE NONTRANSFERABLE
LETTER OF CREDIT NO. _____

Date: _____

Issuing Bank's Name and Address

Permittee's Name and Address

Shih Kuo-Ching 7/31/03

Ladies and Gentlemen:

The undersigned _____, the Director of the Natural Resource Management Division of the South Florida Water Management District ("the District"), or _____ the Director's designee, hereby notifies _____ (the "Bank") of its

_____ Issuing Bank's Name
intent to draw upon Irrevocable Letter of Credit No. _____, dated _____, (the "Letter of Credit"), issued by the Bank in favor of the District and certifies to the Bank and _____ as follows:

(Permittee's name)

1. The Bank has heretofore provided written notice to the District and _____ Permittee's Name of the Bank's intent not to renew the Letter of Credit following the expiration date thereof.
2. The District has provided prior written notice by placing in the U.S. Mail to _____ that it intends to draw upon the Letter of Credit.
(Permittee's Name)
3. _____ Permittee's Name has failed to provide the District with substitute Financial Assurance.

5
A:/Irrevoc Ltr of Credit 11/00

EXHIBIT 7

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the District as of this _____ day of _____, ____.

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

Name
Director, Natural Resource Management
Division or Designee

This is not a certified copy

6
A:/lrrevoc Ltr of Credit 11/00

EXHIBIT 7

CERTIFICATE I
TO
_____ BANK OF _____
IRREVOCABLE LETTER OF CREDIT NO. _____

Date: _____, 19__

Issuing Bank's Name and Address

Permittee's Name and Address

Shanku Chen 1/31/03

Ladies and Gentlemen:

The undersigned _____, the Director of the Natural Resource Management Division of the South Florida Water Management District (the "District"), or _____, the Director's designee, hereby certifies to _____ (the

Permittee's Name
"permittee") and _____, with reference to Irrevocable Letter of Credit No.

Issuing Bank's Name
, dated _____, (the "Letter of Credit"), issued by the Bank in favor of the District as follows:

1. The District has heretofore provided written notice by placing in the U.S. Mail to _____ of the District's present right to _____
Permittee's Name
draw upon the Letter of Credit in accordance with the provisions of that certain Environmental Resource Permit # _____, dated _____, issued by the District in favor of _____

Permittee's Name
2. _____ has failed to comply with the terms and conditions of the Permit.
Permittee's Name

3
A:/Irrevoc Ltr of Credit 11/00

EXHIBIT 7

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the District as of this _____ day of _____, _____.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

By: _____

Name
Director, Natural Resource Management
Division or Designee

This is not a certified copy

4
A:/Irrevoc Ltr of Credit 11/00

EXHIBIT 7

WELLINGTON Professional Office Center

OPINION OF COSTS

D.A.C. June 18, 2003

MITIGATION PLANTING TABLES

TREE ISLAND PLANTINGS

| QUANTITY | BOTANICAL NAME | COMMON NAME | SIZE | SPACING | UNIT COST | EXTENDED |
|-----------|--------------------|--------------|------|----------|-----------|-------------|
| 76 | PERSEA PALUSTRIS | SWAMPBAY | #3 | 10' O.C. | \$ 9.50 | \$ 722.00 |
| 120 | TAXODIUM DISTICHUM | BALD CYPRESS | #3 | 10' O.C. | \$ 9.50 | \$ 1,140.00 |
| 100 | ANNONA GLABRA | POND APPLE | #3 | 10' O.C. | \$ 8.00 | \$ 800.00 |
| 50 | MAGNOLIA VIRGINICA | SWEET BAY | #3 | 10' O.C. | \$ 9.00 | \$ 450.00 |
| 50 | ACER RUBRUM | RED MAPLE | #3 | 10' O.C. | \$ 9.00 | \$ 450.00 |
| 222 | ILEX CASSINE | DAHOON HOLLY | #3 | 3' O.C. | \$ 8.00 | \$ 1,776.00 |
| SUB-TOTAL | | | | | | \$ 5,338.00 |

HERBACEOUS PLANTINGS

| QUANTITY | BOTANICAL NAME | COMMON NAME | SIZE | SIZE | UNIT COST | EXTENDED |
|-----------|----------------------|--------------|------|----------|-----------|--------------|
| 12000 | CLADIUM JAMAICENSE | SAWGRASS | 1BR | 18" | \$ 0.25 | \$ 3,000.00 |
| 6000 | POLYGONUM PUNCTATUM | SMARTWEED | BR | 18" O.C. | \$ 0.30 | \$ 1,800.00 |
| 15000 | PONTEDERIA CORADATA | PICKERELWEED | BR | 18" O.C. | \$ 0.35 | \$ 5,250.00 |
| 12000 | SAGITTARIA LATIFOLIA | SAGITTARIA | BR | 18" O.C. | \$ 0.35 | \$ 4,200.00 |
| 64000 | ELEOCHARIS CELLULOSA | SPIKE RUSH | BR | 18" O.C. | \$ 0.25 | \$ 16,000.00 |
| 638 | CANNA FLACCIDA | CANNA LILY | BR | 18" O.C. | \$ 0.30 | \$ 191.40 |
| 860 | THALIA GENICULATA | FIRE FLAG | BR | 18" O.C. | \$ 0.45 | \$ 387.00 |
| SUB-TOTAL | | | | | | \$ 30,828.40 |

TABLE - UPLAND BUFFER

| QUANTITY | BOTANICAL NAME | COMMON NAME | SIZE | SIZE | UNIT COST | EXTENDED |
|-----------|-------------------------|--------------|-------------|----------|-----------|--------------|
| 75 | CHRYSOBALANUS ICACO | COCO PLUM | #3 | 3' O.C. | \$ 11.00 | \$ 825.00 |
| 38 | MYRICA CERIFERA | WAX MYRTLE | #3 | 3' O.C. | \$ 8.00 | \$ 304.00 |
| 213 | SPARTINA BAKERII | CORD GRASS | #3 | 3' O.C. | \$ 4.00 | \$ 852.00 |
| 67 | MYRSINE GUIANSIS | MYRSINE | #3 | 3' O.C. | \$ 10.00 | \$ 670.00 |
| 120 | ILEX CASINE | DAHOON | 10-12' O.A. | 10' O.C. | \$ 100.00 | \$ 12,000.00 |
| 57 | SERENOA REPENS "CINERA" | SAW PALMETTO | #3 | 3' O.C. | \$ 10.00 | \$ 570.00 |
| 42 | PINUS ELLIOTTI | SLASH PINE | 6-8' O.A. | 10' O.C. | \$ 35.00 | \$ 1,470.00 |
| 64 | QUERCUS LAURIFOLIA | LAUREL OAK | 6-8' O.A. | 10' O.C. | \$ 37.50 | \$ 2,400.00 |
| 14 | SWIETENIA MAHOGENI | MAHOGANI | 8-8' O.A. | 10' O.C. | \$ 35.00 | \$ 490.00 |
| SUB-TOTAL | | | | | | \$ 19,581.00 |
| TOTAL | | | | | | \$ 50,409.40 |

PREPARED BY:



THIS OPINION OF COST IS BASED ON THE PLANS OF RECORD DATED JUNE 2003. THIS OPINION REPRESENTS THE LANDSCAPE ARCHITECT'S BEST PROFESSIONAL JUDGEMENT AND THE AVERAGE OF COST OF WORK IN PALM BEACH COUNTY, FLORIDA AS OF THE THIS DATE.

EXHIBIT 7



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 696-8800 • FL WATS 1-800-432-3045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33415-4680 • www.sfwmd.gov

CON 24-06

Environmental Resource Regulation
Application No. 021001-17

October 11, 2002

BANYAN GOLF CLUB OF PALM BEACH INC
9059 RANCH RD
WEST PALM BEACH, FL 33411

Dear Permittee:

SUBJECT: PERMIT NO. 50-00443-S
Project : BANYAN GOLF CLUB
Location: Palm Beach County, S12/T44S/R41E

District staff has reviewed the information submitted October 1, 2002, for the transfer of 16.0 acre-feet of compensating storage from the Banyan Golf Club of Palm Beach lake system to the property shown on Exhibit 1, which is generally described as: Tract 5, Block 18, part of Tract 6, Block 18 and Parcel No. 120 in the Palm Beach Farms Co. Plat No. 3, located in Section 12, TWP 44S, R1G 41E, Palm Beach County (approximately 20.41 acres). Any future development on the described property (Exhibit 1) must be in compliance with applicable District criteria in effect at the time of permit issuance by the District. This transfer of compensating storage does not guarantee in any way that the amount of transferred storage is the appropriate amount of storage for future development of the described property. After this transfer of 16.0 acre-feet of compensating storage, the remaining excess compensating storage in the Banyan Golf Club of Palm Beach lake system is 23.84 acre-feet.

Based on that information, District staff has determined that the proposed activities are in compliance with the original surface water management Permit and appropriate provisions of FAC Rule 40E-4.331(2)(b). Therefore, these changes have been recorded in our files.

Please understand that your permit remains subject to the Standard Limiting Conditions and all other Special Conditions not modified and as originally issued.

Should you have any questions concerning this matter, please contact this office.

Sincerely,

Hugh A. Carter, P.E.
Sr Supv Engineer
Palm Beach Service Center

HC/hc

Exhibit C

Application No: 020319-10
EXHIBIT 10 Pg 7 of 7

GOVERNING BOARD

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Hugh M. English
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Patrick J. Gleason, Ph.D., P.G.
Nicolas J. Gutiérrez, Jr., Esq.
Markley R. Thomson

EXECUTIVE OFFICE

Henry Dent, Executive Director

LEGAL DESCRIPTION

TRACT 5, BLOCK 18, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 45, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK 18 OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

THAT PROPERTY AS DESCRIBED IN DEED TO THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA RECORDED IN DEED BOOK 646, PAGE 151, DESCRIBED AS FOLLOWS:

THAT CERTAIN STRIP OF LAND BEING THAT PART OF TRACT 6 OF BLOCK 18 OF PALM BEACH FARMS COMPANY SUBDIVISION PLAT NO. 3, ACCORDING TO THE PLAT RECORDED IN PALM BEACH COUNTY PUBLIC RECORDS, WHICH LIES BETWEEN THE EAST BANK OF RANGE LINE CANAL AND A LINE PARALLEL WITH AND ADJACENT TO AND 75 FEET WESTERLY OF THE SURVEY LINE OR BASE LINE OF PROJECT 5268, AS SHOWN ON RIGHT-OF-WAY MAP ON FILE IN THE OFFICE OF THE STATE ROAD DEPARTMENT AT TALLAHASSEE, FLORIDA.

AND

PARCEL NO. 120

A PORTION OF TRACT 6, BLOCK 18 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE FOUND PALM BEACH COUNTY BRASS DISC IN CONCRETE MARKING THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH 87°48'12" EAST, A DISTANCE OF 1613.491 METERS (5293.61 FEET) TO THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 88°21'42" WEST AT RIGHT ANGLES TO THE BASELINE OF SURVEY FOR STATE ROAD 7 (U.S. 441), A DISTANCE OF 0.360 METERS (1.18 FEET) TO SAID BASELINE OF SURVEY; THENCE NORTH 01°38'18" EAST ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 103.331 METERS (339.01 FEET); THENCE NORTH 01°38'26" EAST CONTINUING ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 308.718 METERS (1012.86 FEET); THENCE NORTH 88°21'34" WEST ALONG A LINE AT

Exhibit B

Application No: 020319-10

EXHIBIT 10 Pg 6 of 7

LEGAL DESCRIPTION

ALL OF TRACTS 1, 2, AND 3, BLOCK 17, LESS THE NORTHERLY 50.00 FEET THEREOF TOGETHER WITH ALL OF TRACTS 10, 11, 12, 13, 14 AND 15, BLOCK 17; ALL OF TRACTS 22, 23 AND 24, BLOCK 17, LESS THE SOUTHERLY 22.5 FEET THEREOF, TOGETHER WITH ALL TRACTS 21, 22, 23, 24, 25, 26, 27 AND 28, BLOCK 16, LESS THE EASTERLY 39.0 FEET SAID TRACTS 21 AND 28, BLOCK 16, AND LESS THE SOUTHERLY 22.5 FEET OF SAID TRACTS 25, 26, AND 27, BLOCK 16, TOGETHER WITH ALL OF THE 30 FOOT WIDE ABANDONED ROAD RIGHT OF WAY LYING BETWEEN TRACTS 10, 11 AND 12, AND TRACTS 13, 14 AND 15, BLOCK 17; TOGETHER WITH ALL OF THE 50.0 FOOT WIDE ABANDONED ROAD RIGHT OF WAY LYING BETWEEN TRACTS 13 AND 24, BLOCK 17, AND TRACTS 24 AND 25, BLOCK 16, LESS THE SOUTH 22.5 FEET OF SAID ABANDONED 50 FOOT WIDE RIGHT OF WAY; TOGETHER WITH THE SOUTHERLY ½ OF THE 30.0 FOOT WIDE ABANDONED ROAD RIGHT OF WAY LYING NORTH OF AND ADJACENT TO TRACTS 21, 22, 23, AND 24, BLOCK 16; TOGETHER WITH THE WESTERLY ½ OF THE 50.0 FOOT WIDE ABANDONED ROAD RIGHT OF WAY LYING EAST OF AND ADJACENT TO TRACTS 1 AND 12, BLOCK 17, ALL LYING AND BEING IN THE PALM BEACH FARMS PLAT NO. 3. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGES 45 THROUGH 54, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Exhibit A

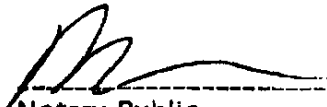
Application No: 020319-10
EXHIBIT 10 Pg 5 of 7

Notary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of December, 2002, by Shih C. Ching, who is personally known to me ~~or who produced~~ as identification



Notary Public



Richard W Carlson Jr
My Commission CC968810
Expires September 10, 2004

Type, Print, or Stamp Name of Notary

(SEAL)

This is not a certified copy

Page 4 of 4

Application No: 020319-10

EXHIBIT 10 Pg 4 of 7

or occurrence is necessary to convey this Stormwater Storage Easement to Grantee. Grantor will defend, indemnify, and hold Grantee harmless against any claim against or challenging this Stormwater Storage Easement.

IN WITNESS WHEREOF, Grantor has executed this Stormwater Storage Easement the date first-above written.

WITNESSES:

[Signature]
Print Name: Gene R. Hoffman

THE BANYAN GOLF CLUB OF
PALM BEACH, INC.

By: [Signature]
Gene R. Hoffman, President/Director

[Signature]
Print Name: Doreen M. Markatos

Notary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of December, 2002, by Gene R. Hoffman, President and Director of The Banyan Golf Club of Palm Beach, Inc., who is personally known to me or who produced personally known identification.



[Signature]
Notary Public
[Signature]
Type, Print, or Stamp Name of Notary

(SEAL)

GRANTEE'S ACCEPTANCE

GRANTEE HEREBY accepts and agrees to all terms and conditions of this Drainage Easement in consideration of the grant thereof.

WITNESSES:

[Signature]
Print Name: Jennifer N. Fry

[Signature]
Shih C. Ching

[Signature]
Print Name: Richard W. Carlson Jr

NOW, THEREFORE, in consideration of the sum of Two Hundred Twenty Thousand Dollars(\$220,000.00) and the creation of compensatory storage for the Benefitted Property, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee non-exclusive perpetual easement for the storage of compensatory drainage in the amount of Twenty (20) Acre-Foot over, upon, and through the property described in Exhibit A, attached hereto and made a part hereof ("Easement Area") for the Benefitted Property, more particularly described in Exhibit B, attached hereto and made a part hereof, with the following terms, conditions, and covenants:

1. The recitals set forth above are confirmed, ratified, and incorporated herein.
2. No other right, title, or interest other than the right to utilize the Burdened Property for compensatory storage under the C-51 requirements of the South Florida Water Management District is granted or conveyed by this Stormwater Storage Agreement.
3. Grantor shall not take any action, including, without limitation, the modification of its South Florida Water Management District permits to impair the use or development of the Benefitted Property in accordance with South Florida Water Management District, or any other agency's requirements, utilizing the Twenty (20) Acre-Foot of storage granted to Grantee for the Benefitted Property.
4. Grantor reserves the right and privilege to use and occupy, and to grant others the right to use and occupy the Easement Area for any use which does not impair the purposes for which the easement was granted. Grantor reserves all rights with respect to the Easement Area not specifically granted by this Instrument.
5. Nothing herein shall preclude Grantor from permit modifications and reconfiguring the Burdened Property provided such do not impair this Stormwater Drainage Easement or the use or development of the Benefitted Property in accordance with the rights conveyed in this Stormwater Drainage Easement.
6. The plural shall include the singular. The singular shall include the plural.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation or administrative proceeding shall be exclusively Palm Beach County, Florida.
8. All provisions of this instrument shall run with the land and shall be binding upon and inure to Grantor's and Grantee's successors, assigns, contractors, agents, and employees as to the respective Burdened Property and Benefitted Property.
9. Grantor fully warrants that Grantor has good title to the Easement Area and that it has full power and authority to grant this easement and that no other consent, authorization, approval, release, subordination, procedure, or any other document, act,

Page 2 of 4

Application No: 020319-10

EXHIBIT 10 Pg 2 of 7

South Florida Water Management District
Work Schedule Requirements

Application No : 020319-10

Page 1 of 1

Mitigation Plan ID: WELLI PROF OFF CNTR
Activity

Due Date

| | |
|--------------------------------------------------------------------|-----------|
| FDEP VERIFICATION FOR 4.83 FHER CREDIT DEDUCTION FROM LOX MIT BANK | 11-OCT-03 |
| SUBMITTAL OF RECORDED CONSERVATION EASEMENT | 11-OCT-03 |
| SUBMITTAL OF ORIGINAL LETTER OF CREDIT | 11-OCT-03 |
| INSTALLATION OF EROSION CONTROL MEASURES | 13-OCT-03 |
| REMOVAL OF EXOTIC VEGETATION | 20-OCT-03 |
| FILL OF SITE DEVELOPMENT AREA | 24-OCT-03 |
| SCRAPE DOWN OF MITIGATION AREA | 24-OCT-03 |
| PREPARATION OF BUFFER AREAS | 28-OCT-03 |
| STORMWATER OUTFALL CONSTRUCTION | 03-DEC-03 |
| SUBMITTAL OF AS-BUILT PLAN TO DISTRICT ERC | 12-DEC-03 |
| DISTRICT VERIFICATION OF AS-BUILT ELEVATIONS | 21-DEC-03 |
| MITIGATION AREA & BUFFER ZONES PLANTING | 05-JAN-04 |
| TIME ZERO MONITORING | 06-FEB-04 |
| 1ST ANNUAL MONITORING REPORT | 14-JAN-05 |
| 2ND ANNUAL MONITORING REPORT | 14-JAN-06 |
| 3RD ANNUAL MONITORING REPORT | 14-JAN-07 |
| 4TH ANNUAL MONITORING REPORT | 14-JAN-08 |
| 5TH ANNUAL MONITORING REPORT | 14-JAN-09 |

Exhibit No : 9

In consideration of the above discussion and the quantity and quality of wetlands, which are currently protected in state and local governmental managed areas, a conclusion may be drawn as follows. Cumulative wetland impacts with the study area of the basin will not result in a violation of state water quality standards or create significant adverse impacts to functions of wetlands or other surface waters.

The information included in this analysis is based on the best available data and represents the cumulative effect of the activities proposed on this site. Therefore, this analysis may not hold true for other projects within the C-51 Drainage Basin, specifically projects with different land use and that may result in adverse impacts to wetlands of higher quality and/or greater ecological significance than the ones found within the Wellington Professional Office Center Site.



Cotleur Hearing
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
561 747 6336 Fax 747 1377

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EXHIBIT 8

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Under consideration of the above analysis, which is based on the best available data, it is reasonable to conclude that the cumulative loss of 3% of the total wetland acreage within the C-51 Drainage Basin will not result in an adverse cumulative impact to the wetland functions of the C-51 Drainage Basin.

The 10.6 acre impact was compared with the identified approximate C-51 Basin wetland impact/preserve data as follows:

It is assumed and is reasonably expected that permit applications with like impacts will be sought in the future. It is also assumed that future projects contain wetlands and surface waters of similar qualities as in the project area. The higher quality wetlands occur within the managed areas of the basin as identified on the drawing and serve to project state water quality standards. Based upon our experience in land evaluations within the C-51 Basin study area, wetlands of the future development areas contain primarily degraded wetlands as a result of drainage influences allowing exotic plant species such as Melaleuca and Brazilian pepper to dominate successive vegetative stages.

The majority of the wetland functions are remaining on site as a result of restoration of the degraded wetlands in the west portion of the site. Hence 82% of the sites function remain within the basin and are preserved on the subject site. The remaining mitigation required for the 10.6-acre wetland impact is satisfied by payment to FP&L for their shares of the Loxahatchee Mitigation Bank. The previous table indicates that for area projects, some 286.27 wetland functional units (WRAP) or 8.47% have been impacted; adding the Ching - Wellington Professional Office Center property impacts, results in some 3.82 wetland functional units, or 8.60% impacts in the entire Basin. It is reasonable to assume that given current regulatory trends and similar wetland qualitative make up, that future projects will preserve similar wetland quantities overall. It is also reasonable to assume that future projects will enhance and preserve wetlands as mitigation within the basin to a similar degree as will the subject parcel.



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This analysis was conducted considering all land use types in order to provide the most inclusive and conservative analysis possible. Following this initial analysis, currently protected wetland mitigation sites within the basin were combined with the areas already protected and managed by the State of Florida, Palm Beach County, or SFWMD. These areas were placed in a "Preserved" category. The remaining wetlands were separated and categorized according to the classification provided on the map, "Wetlands" and "Melaleuca". Areas shown on the map that conflict with known conditions were rectified to the known condition and the resulting data placed into the analysis. Generally, the map identified areas as wetlands when many of these areas would have been identified as Melaleuca areas. No attempt was made to divide the wetland areas into lacustrine or palustrine systems and estuarine systems were not included in the analysis. Based upon this analysis and the information contained on the SFWMD map of the C-51 Basin, the conditions shown on the table below were generated. The following table summarizes the above analysis.

Cumulative Impacts Analysis

| Designation | Acreage | Lost to Impacts | % Lost | To Remain | % of C-51 freshwater marsh wetlands at risk lost |
|-------------|---------|-----------------|--------|-----------|--------------------------------------------------|
| Protected | 453 | N/A | N/A | 453 | 0% |
| Marsh | 39 | 16.38 | 1.3% | 22.62 | 0.5% |
| Melaleuca | 707 | 296.94 | 24.7% | 410.06 | 10.1% |
| Total | 1199 | 313.32 | 26% | 885.68 | 10.6% |

This analysis demonstrates that the cumulative effect of the proposed activities on the at risk freshwater marsh wetlands of the C-51 Drainage Basin will be equal to the loss of 10.6% of the total at risk freshwater marsh wetland acreage of the C-51 Drainage Basin. Furthermore, the C-51 Drainage Basin contains an estimated 7,342 acres of managed wetland areas. Adding the estimated 2,955 acres of at risk freshwater marsh wetlands and the estimated 7,342 acres of managed wetlands and comparing the effect of the anticipated cumulative loss, it results in the loss of approximately 3% of the total wetland acreage within the C-51 Drainage Basin.



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EXHIBIT 8

wetland areas within the C-51 Drainage Basin that exist under current condition, as low quality melaleuca dominated isolated freshwater marsh wetlands and are at risk from development. Analysis of the 1995 Palm Beach County Land Use designations and wetlands coverage as depicted in the 1995 Florida Wetland Inventory suggests that, approximately 39 acres of at risk freshwater marsh wetlands, 707 acres of low quality melaleuca dominated at risk freshwater marsh wetlands and 453 acres of protected, preserved or set aside freshwater marsh wetlands exist within areas with Commercial/Institutional and Light Industrial land use designations. The proposed activities consist of the direct impact, by fill and grading, of 10.6 acres of low quality melaleuca dominated freshwater marsh wetlands and the set aside of 9.0 acres of low quality melaleuca dominated freshwater marsh wetlands to remain as a natural area. The Wellington Professional Office Center site impact ratio is 54 % [10.6 acres / (10.6 acres + 9.0 acres)]. As previously indicated in this report, this impact analysis has to be extrapolated to all remaining wetlands at risk under the same or similar conditions as this project (Land use, quality of resources and existing condition) to determine the cumulative effect of the proposed impacts. To maintain a conservative approach, and represent and account for the historic habitat type within this parcel (Ching parcel), for the purposes of this report, freshwater marsh and Brazilian pepper and melaleuca dominated wetlands will be analyzed as one. Under these assumptions, on the post-development scenario, 885.68 acres of protected, preserved or set aside freshwater marsh wetlands will remain within the parcels with similar land use designation as the Wellington Professional Office Center site and 313.32 acres will be mitigated outside the basin. The wetlands mitigated outside the C-51 Drainage Basin represent 26% of the total acreage of similar wetlands located within parcels with similar land use designations as the Wellington Professional Office Center site. The C-51 Drainage Basin also contains an estimated 2,955 acres of at risk freshwater marsh habitat (This is the habitat type of the impact wetland prior to melaleuca infestation). By evaluating the anticipated wetland loss by cumulative effect and comparing such loss with the total freshwater marsh area estimated to exist within the C-51 Drainage Basin, the proposed activities will result in a loss of approximately 10.6% of the total at risk freshwater marsh areas anticipated to exist within the C-51 Drainage Basin.



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June 11, 2003

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EXHIBIT 8

A Wetland map of the site was evaluated and compared to the remaining wetlands within the Basin. The project has proposed to fill 10.6 acres of disturbed wetland, with the needed mitigation accomplished predominantly on sight, and a minor portion of the remaining lost function to be offsite at the Loxahatchee Mitigation Bank, located out of the Basin. In order to provide the most comprehensive analysis of the proposed project elements associated with wetland mitigation and to respond to the question of whether this project will result in cumulative impacts if 10.6 acres of highly degraded wetland are filled and mitigated for, please review the following discussion.

The historical wetland communities at this location consisted of cypress forests and freshwater marshes (Information obtained from the Davis Map, attached). The current conditions of the wetlands within the Wellington Professional Office Center consist of melaleuca and Brazilian pepper infested wetlands. Also, the Office Center wetlands have an altered hydrologic regime which adversely affects the natural hydrologic conditions of these wetlands (lack of ground inundation indicators has been observed onsite). Therefore, based on the existing conditions of the wetlands it can be deduced that the wetland functions of this site are a fraction of the functions anticipated under natural conditions of the historic communities. Under these premises it is safe to classify the wetlands within the Wellington Professional Office Center site as low quality Brazilian Pepper and melaleuca dominated freshwater marsh wetlands.

The proposed project is located within the artificially delimited C-51 sub-basin, which has approximately 166 square miles of surface area (106,240-acres). Therefore, a map of the C-51 Basin was requested from the SFWMD depicting the existing wetlands and preserved areas within the basin. The SFWMD provided a map of the basin entitled "C-51 Drainage Basin, Wetlands and Melaleuca". The map is based upon remote sensing image from 1999 and the maps date is February 22, 2001. The map was provided at an approximate scale of 1:32,327 and contained the following categories: 1) Florida Managed Areas, 2) CARL, 3) Wetlands and 4) Melaleuca. The analysis consisted of a review of the area contained within the limits of C-51 Basin in order to identify the approximate total number of acres of wetlands remaining in the basin. In order to satisfy the requirements of section 4.2.8 of the Basis of Review, an analysis of the



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June 11, 2003
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EXHIBIT 8

Ching – Wellington Professional Office Center Property

Cumulative Impact Analysis

A cumulative impact analysis has been conducted for the project and is provided for your review and consideration as follows:

The wetlands that are proposed to be impacted are of the lower quality and entirely dominated by *Metaleuca* and Brazilian pepper. Dense stands of this invasive exotic vegetation have completely overgrown the native vegetation to the point that little native diversity of the understory vegetation remains. However, natural soils have remained somewhat intact and wetland criteria are still met by the site. Cumulative impacts will not result from project associated filling or excavation of the onsite wetland as these areas have severely reduced wetland values, provide little or no native habitat, and do not currently support native wildlife including listed species. In a wildlife survey conducted on the proposed impact portion of the site, it was discovered that little habitat remains that would support endemic wildlife. Further, there are large amounts of wetland habitat in the West C-51 Basin that are in the public domain, and privately held wetland habitat that has not been developed.

Additional support for and clarification of the status of the onsite wetland pursuant to a cumulative impact analysis follows:

- ◆ The wetland areas are not used by threatened or endangered species.
- ◆ The wetland areas are not located in an area of Critical State Concern designated pursuant to Chapter 380 F.S.
- ◆ The wetland area provides only minimal value to fish and wildlife based upon the results of observations and field survey.
- ◆ The wetland area provides limited water quality function as a result of its location in the landscape. Stormwater management facilities proposed will provide positive water quality benefits providing water quality treatment onsite for the proposed development.



Cotleur Hearing

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June 11, 2003

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EXHIBIT 8

STAFF REPORT DISTRIBUTION LIST

WELLINGTON PROFESSIONAL OFFICE CENTER

Application No: 020319-10

Permit No: 50-06078-P

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- X Hugo A. Carter, P.E. - 4220
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- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Bittaker, PBCSC - 6150
- X J. Golden - 4210
- X Permit File
- X R. Robbins - 4250

GOVERNING BOARD MEMBERS

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- Mr. Irela Bague
- Mr. Kevin McCarty
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- Mr. Michael Collins
- Mr. Nicolas Gutierrez, Jr.
- Ms. Pamela Brooks-Thomas
- Ms. Trudi Williams

EXTERNAL DISTRIBUTION

- X Permittee - Shih C. Ching
- X Agent - Cotleur And Hearing Inc

GOVERNMENT AGENCIES

- X City of Boynton Beach - Timothy K. Large, Bldg Code Permit Adm.
- X Div of Recreation and Park - District 7 - FDEP
- X FDEP Vicki Tauxe
- X Florida Fish & Wildlife Conservation Commission - Bureau of Protected Species Mgmt
- X Indian Trail Improvement District
- X Lake Worth Drainage District
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Mgmt
- X Palm Beach County - Health Dept
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer
- X Us Army Corps of Engineers - Ken Huntington

OTHER INTERESTED PARTIES

- X Everglades Mitigation Bank Stephen M. Collins
- X Michael Schorah and Associates, Inc. - Martha H. Carter
- X Rosa Durando
- X Tetra Tech FW, Inc. Kenneth W. Bailey Jr.
- X Water Catchment Area Advisory Committee - Ed Dailey
- X Water Management Institute - Michael N. Vanatta



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PALM BEACH GARDENS REGULATORY OFFICE
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FLORIDA 33410

RECEIVED DEC 02 2003

Blue Card
1125

DEPARTMENT OF THE ARMY PERMIT (DUPLICATE)

Permittee: SHIH (FRANK) C. CHING
SECURITY FIRST SELF STORAGE, INCORPORATED
13167 HALIFAX COURT
WELLINGTON, FLORIDA 33414

Permit No.: 200201872 (IP-DEB)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The permittee is authorized to fill 10.19 acres (35,030 cubic yards) of exotic-infested, herbaceous freshwater wetlands, on a 20.45-acre site, to construct a medical, professional, and restaurant complex called the "Wellington Professional Office Center." The project is as shown and described on attached plans numbered 200201872 (IP-DEB) in 30 sheets, dated November 26, 2003.

Project Location: The project is located in waters of the United States, near the L-6 Canal, just north of Forest Hill Boulevard, and west of U.S. Highway 441, in the Village of Wellington, in Section 12, Township 44 south, Range 41 east, Palm Beach County, Florida.

Geographic Position: Latitude 26°37'30" North
Longitude 80°17'52" West

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on November 28, 2008 . If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

The attached Special Conditions are applicable only to the above referenced Permit Number:

1. Fill material used for this project shall be limited to suitable, clean fill material, which excludes items such as trash, debris, car bodies, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts (see Section 307 of the Clean Water Act).

2. Reduction and/or elimination of turbid water conditions and the erosion of disturbed or filled areas in adjacent waterbodies and wetlands are to be achieved through the use of silt curtains or screens, between the construction area and wetlands or surface waters, during periods of fill placement. Such devices shall be properly maintained until such time as those disturbed areas become sufficiently stabilized by natural recruitment of vegetation or other measures.

3. Concurrent with the commencement of authorized construction activities, and within one year of the date of issuance of this permit, the applicant agrees to provide 8.18 acres of onsite freshwater forested and herbaceous wetland preservation and enhancement, and 0.82 acre of onsite freshwater herbaceous and forested wetland creation as partial mitigation for impacts to 10.19 acres of exotic-infested, freshwater herbaceous wetlands in accordance with the attached drawings and mitigation plan. The required restoration and management activities for this mitigation include the following:

(a) the complete eradication of all exotic/prohibited plant species, to include, but not be limited to: Brazilian pepper (*Schinus terebenthifolius*), melaleuca (*Melaleuca quinquenervia*), Australian pine (*Casuarina equisetifolia*), Old World climbing-fern (*Lygodium spp.*), and earleaf acacia (*Acacia auriculiformis*) from the entire project site.

(b) the planting of suitable, native species at the wetland enhancement and creation areas in accordance with the attached Mitigation, Maintenance, and Monitoring Plan, to include, but not to be limited to, the following species: pond cypress (*Taxodium ascendens*), bald cypress (*Taxodium distichum*), pond cypress (*Taxodium ascendens*), laurel oak (*Quercus laurifolia*), dahoon holly (*Ilex cassine*), red bay (*Persea palustris*), cocoplum (*Chrysobalanus icacao*), red maple (*Acer rubrum*), pond apple (*Annona glabra*), buttonbush (*Cephalanthus occidentalis*), sand cordgrass (*Spartina bakerii*), sawgrass (*Cladium jamaicense*), swamp fern (*Blechnum serrulatum*), spike rush (*Eleocharis cellulosa*), beak rush (*Rhynchospora spp.*), spike rush (*Eleocharis spp.*), bull rush (*Scirpus sp.*), soft rush

(*Juncus effusus*), pickerel weed (*Pontederia cordata*), duck potato (*Sagittaria lancifolia*), alligator flag (*Thalia geniculata*), leather fern (*Acrostichum danaeifolium*), and fakahatchee grass (*Tripsacum dactyloides*).

4. Within 60 days of the completion of the wetland creation and restoration activities, described in #3, above, the applicant will provide annual monitoring reports to this office for a period of 5 years, or until success of the following criteria is achieved for two years:

- (a) survival of at least 80% of planted groundcovers, shrubs and trees,
- (b) a dominant groundcover of FAC, FACW and/or OBL plant species, and
- (c) less than 10% cover by exotic/nuisance/invasive species (i.e., Brazilian pepper, melaleuca).
- (d) meeting the following post development WRAP scores:

| | All created wetlands (0.82 ac) | All enhanced wetlands (8.18 ac) |
|--------------|-----------------------------------|------------------------------------|
| wildlife | 2.0 | 2.0 |
| overstory | 2.0 | 2.0 |
| ground cover | 2.0 | 2.0 |
| hvdrolloav | 2.0 | 2.0 |

A copy of the monitoring reports shall be mailed to the following addresses:

U.S. Army Corps of Engineers
 Enforcement Branch (CESAJ-RD-E)
 P.O. Box 4970
 Jacksonville, Florida 32232-0019
 Re: Project No: 200201872 (IP-DEB)

U.S. Army Corps of Engineers
 South Permits Branch
 4400 PGA Boulevard, Suite 500
 Palm Beach Gardens, Florida 33410
 Re: Project No: 200201872 (IP-DEB)

5. Within 60 days of the date of issuance of this permit, the applicant will provide funding for the purchase, restoration and long-term management of 4.83 herbaceous, freshwater marsh

credits at the Loxahatchee Mitigation Bank as partial mitigation for impacts to 10.19 acres of exotic-infested, herbaceous wetlands. A copy of the U.S. Army Corps of Engineers cover letter and the debited credit ledger issued to (the "banker" from the mitigation bank) indicating that the credits have been withdrawn/transferred from the bank's ledger to the permitted project shall be submitted to the following addresses:

U.S. Army Corps of Engineers
South Permits Branch
4400 PGA Boulevard, Suite 500
Palm Beach Gardens, Florida 33410
Re: Project No: 200201872 (IP-DEB)

U.S. Army Corps of Engineers
Enforcement Branch (CESAJ-RD-E)
P.O. Box 4970
Jacksonville, Florida 32232-0019
Re: Project No: 200201872 (IP-DEB)

6. Applicant shall execute, within 60 days of the issuance of this permit and prior to any construction activities, a legally sufficient restrictive covenant over the entire 9.0-acre wetland preserve and creation area, to ensure that these wetland areas will remain in their protected state perpetually. The permittee will prepare the restrictive covenant, complete with legal description, survey and scale drawings and furnish the same, for legal review and approval, to the Office of Counsel at the following address:

U.S. Army Corps of Engineers
Regulatory Division
Enforcement Branch (CESAJ-RD-EE)
Post Office Box 4970
Jacksonville, Florida 32232-0019
Re: Project No: 200201872
Attn: Lisa Abernathy

7. Within 30 days of the U.S. Army Corps of Engineers approval of the proposed covenant, the permittee shall record the covenant in the public records of Palm Beach County. A certified copy of the recorded document, plat and verification of acceptance from the grantee will be forwarded to the Jacksonville District Office.

8. In the event that the permit is transferred, proof of

delivery of a copy of the recorded restrictive covenant, to the subsequent permittee(s) must be submitted to the Corps together with the notification of permit transfer.

9. Grantee shall not assign its rights or obligations under this restrictive covenant except to another organization qualified to hold such interests under the applicable state and federal laws, including Florida Statute 704.06, and committed to holding this restrictive covenant exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign the covenant to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance must be delivered to the Corps. The restrictive covenant must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the restrictive covenant furnished to the Corps.

10. The permittee shall furnish the U.S. Army Corps of Engineers, at the letterhead address, an "As built Drawing" of the completed project including a certified/sealed drawing which includes elevations illustrating the total amount of wetlands impacted by the project. This survey shall be furnished within 30 days of completion of the authorized work for verification and acceptance by the Corps.

11. "Within 60 days of completion of the work authorized [and mitigation (if applicable)] the 'attached Self-Certification Statement of Compliance must be completed and submitted to the U.S. Army Corps of Engineers (Corps). Mail the completed form to the Regulatory Division, Enforcement Branch, Post Office Box 4970, Jacksonville, Florida 32232-0019."

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces, which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

7. If the work authorized is not completed on or before **November 28, 2008**, authorization, if not previously revoked or specifically extended, shall cease, and be null and void.

Please refer to the attached form, Notification of Administrative Appeal Options and Process, concerning your options on acceptance of this permit. For appeals of special conditions, applicants must first appeal to the District Engineer (Branch Chief), to be mailed to the above letterhead address. To appeal this decision, or for appeals based on other concerns, the applicant should mail the completed form to the following address:

Commander, South Atlantic Division
U.S. Army Corps of Engineers
ATTN: Appeals Review Officer
CESAD-CM-CO-R, Room 9M15
60 Forsyth St., SW.
Atlanta, Georgia 30303-8801



CFN 20060156594
OR BK 20064 PG 0220
RECORDED 03/16/2006 14:13:13
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0220 - 228; (9pgs)

Prepared by and Return to:
Wilton L. White, Esq.
Moyle, Flanigan, Katz, Raymond,
White & Krasker, P.A.
625 N. Flagler Drive, 9th Floor
West Palm Beach, FL 33401

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made this *13th* day of March, 2006, by and among CHING'S DEVELOPMENT, INC., a Florida corporation, whose address is 13167 Halifax Court, Wellington, FL 33414 ("Developer"), WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 13167 Halifax Court, Wellington, FL 33414 ("POA") and WHP REALTY LTD., a Florida limited partnership, whose address is 1728 Annandale Circle, Royal Palm Beach, FL 33411 ("WHP").

WHEREAS, Developer is the developer named in that certain Declaration of Protective Covenants, Restrictions, Reservations and Servitudes for Wellington Reserve Office Park as recorded in Official Records Book 19042, Page 1187, Public Records of Palm Beach County, Florida (the "Declaration"), which encumbers land described as WELLINGTON RESERVE OFFICE PARK, as recorded in Plat Book 103, Page 178, Public Records of Palm Beach County, Florida (the "Park");

WHEREAS, WHP is purchasing real property located within the Park, as more particularly described in Exhibit "A" attached hereto (the "Dominant Estate");

WHEREAS, Article XXIII of the Declaration allows the Developer to, among other things, modify the Declaration and the development within the Park; and

WHEREAS, to induce WHP to purchase the Dominant Estate, Developer has agreed not to modify that portion of the Park depicted on Exhibit "B" attached hereto with cross-hatching (the "Servient Estate") without the prior written consent of the owner of the Dominant Estate;

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration given from WHP to Developer and POA, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The parking areas within the Servient Estate and the access routes to and from State Road 7 and the Servient Estate shall not be modified without the prior written consent of the then owner(s) of the Dominant Estate. Notwithstanding the foregoing, the North Access Road from State Road 7, as depicted on Exhibit "B" attached hereto, may be modified or eliminated so long at the Dominant Estate is accessible from State Road 7 by two separate access routes of which one must lead directly into the Dominant Estate and the

other must not be further than 500 feet north of the North Access Road.

2. No amendment to the Declaration shall be passed which restricts the parking privileges of the owner(s) of the Dominant Estate, its lessees, clients, contractors, employees, patients or agents within the Servient Estate without the prior written consent of the then owner(s) of the Dominant Estate. No exclusive or priority parking spaces shall be designated by Developer or POA within the Servient Estate without the prior written consent of the then owner(s) of the Dominant Estate. Notwithstanding the foregoing, the Developer or POA may unilaterally designate up to ten (10) exclusive parking spaces within the Servient Estate for the owners, occupants or guests of either one or both of Building E or Building F, as depicted on Exhibit "B" attached hereto, provided that (a) the POA also designates the same number of exclusive parking spaces for the owners, occupants or guests of the Dominant Estate and (b) the exclusive parking spaces for each building within the Servient Estate are similarly situated to buildings which are being served by such exclusive parking spaces. The total number of exclusive parking spaces for Building D shall equal the maximum number of spaces per building so designated for either Building E and/or Building F. For example, if the POA designates six (6) exclusive parking spaces immediately adjacent to Building F, and five (5) for Building E across the drive isle, for the use of the owners, occupants or guests of Building F and E, respectively, the POA or Developer must also designate six (6) exclusive parking spaces immediately adjacent to Building D for the use of the owners, occupants or guests of Building D, but not the five (5) across the drive isle of Building D. The POA shall be responsible for enforcing any exclusive or priority parking designations.
3. Upon written request from the owner(s) of the Dominant Estate, Developer and POA shall designate the parking spaces within the Servient Estate as the exclusive parking spaces for the use of the occupants, clients and patients of the Dominant Estate.
4. This Restrictive Covenant shall run with the land and benefit the successor owner(s) of the Dominant Estate and shall be binding upon the POA, the successor owner(s) of the Servient Estate, the Developer and its assignee(s).
5. In the event of litigation regarding this Restrictive Covenant, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party. This Restrictive Covenant shall be governed by the laws of the State of Florida.

In Witness Whereof, the undersigned have caused this Restrictive Covenant to be effective as of the date first set forth above.

SEE FOLLOWING PAGES FOR SIGNATURES AND NOTORIZATIONS

Signed, Sealed and Delivered
in the presence of:

CHINGS DEVELOPMENT, INC.,
a Florida corporation

(1) V. Claire Wyant-Cortez
Print Name: V. CLAIRE WYANT-CORTEZ

By: [Signature]
Shih C. Ching, President

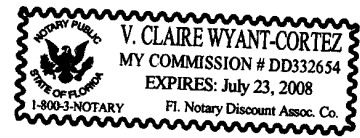
(2) [Signature]
Print Name: Wilton White

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006
by Shih C. Ching, President of Chings Development, Inc., on behalf of the corporation, who is
personally known to me or has produced N/A as
identification.

[Notary Seal]

V. Claire Wyant-Cortez
Notary Public
Notary Name: _____
Serial No. (Commission) Number: _____



WELLINGTON RESERVE OFFICE PARK
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

(1) V. Claire Wyant-Cortez
Print Name: V. CLAI WYANT-CORTEZ

By: Shih C. Ching
Shih C. Ching, President

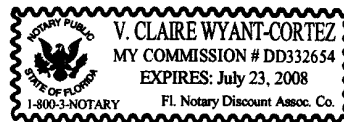
(2) Wilton White
Print Name: Wilton White

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by Shih C. Ching, President of Wellington Reserve Office Park Property Owners Association, Inc., on behalf of the corporation, who is personally known to me or has produced N/A as identification.

[Notary Seal]

V. Claire Wyant-Cortez
Notary Public
Notary Name: _____
Serial No. (Commission) Number: _____



WHP REALTY LTD., a Florida limited partnership

By: GCW Management, LLC, a Florida limited liability company, its general partner

(1) Wilton White
Print Name: Wilton White

By: George C. Wong
George C. Wong,
Managing Member

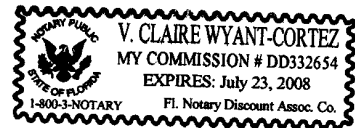
(2) V. Claire Wyant-Cortez
Print Name: V. Claire Wyant-Cortez

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by George C. Wong, Managing Member of GCW Management, LLC, a Florida limited liability company, general partner of WHP Realty, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

[Notary Seal]

V. Claire Wyant-Cortez
Notary Public
Notary Name: _____
Serial No. (Commission) Number: _____



Mortgagee Joinder:

The undersigned mortgagee, being the owner and holder of that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents recorded in Official Records Book 17854, Page 1298, Public Records of Palm Beach County, Florida, hereby joins in and consents to the foregoing Restrictive Covenants.

This is not a certified copy

Signed, Sealed and Delivered in the presence of:

(1) Gina L. Gillette
Print Name: Gina L. Gillette
(2) P.A. Conkum
Print Name: P.A. Conkum

Fidelity Federal Bank & Trust

By: [Signature]
Print Name: John M. Anzenholz
Its Sr.V. President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by John M. Anzenholz, Sr.V. President of Fidelity Federal Bank & Trust, on behalf of the bank, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Gina L. Gillette
Notary Public
Notary Name: Gina L. Gillette
Serial No. (Commission) Number: _____

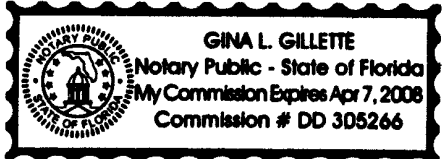


Exhibit "A"
Dominant Estate Legal Description

Tract D, WELLINGTON RESERVE OFFICE PARK, according to the plat thereof recorded in Plat Book 103, Page 178, Public Records of Palm Beach County, Florida.

This is not a certified copy

N88°51'26"E 1368.58'

CONNECT

Exhibit "B"
Page 1 of 2

AREA 40 A.C.

END OF
CONDITION 4

LIFT
STATION

HANG

MIN. 50'
ENTR TO

RECYCLE BINS
DUMPSTER

BUILDING E
MEDICAL
1 STORY BUILDING
4,000 SF

4'x8' CONC. PAD
FOR CHILLER

BUILDING F
RETAIL, MEDICAL,
PROFESSIONAL
1 STORY BUILDING
4,000 SF

BUILDING H
RETAIL, MEDICAL,
PROFESSIONAL
1 STORY BUILDING
4,000 SF

BUILDING I
RETAIL, MEDICAL,
PROFESSIONAL
1 STORY BUILDING
4,000 SF

BUILDING D
MEDICAL,
PROFESSIONAL
LEGGY BUILDING
4,000 SF

BUILDING G
MEDICAL,
PROFESSIONAL
LEGGY BUILDING
4,000 SF

VERTICAL 7.2 CUR.
RESERVATION OF
EXTRA SPACE FOR
STANDARD PARKING
SPACES WILL BE
ACCOMMODATED BY A
PARKING DECK IF
REQUIRED

CROSSWALK (SPECIALTY
PAVEMENT) TYP.

BENCH &
TRASH
RECEPTACLE
25.0'

LIGHT TYP.

DIRECTIONAL
SIGN

WALL
STYP
TYP

WHEEL
STOPS
TYP.

LIGHT TYP.

WHEEL
STOPS
TYP.

WHEEL
STOPS
TYP.

WHEEL
STOPS
TYP.

ACCESS E

THIS



Prepared by and Return to:
Wilton L. White, Esq.
Moyle, Flanigan, Katz, Raymond,
White & Krasker, P.A.
625 N. Flagler Drive, 9th Floor
West Palm Beach, FL 33401

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made this 13th day of March, 2006, by and among CHING'S DEVELOPMENT, INC., a Florida corporation, whose address is 13167 Halifax Court, Wellington, FL 33414 ("Developer"), WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 13167 Halifax Court, Wellington, FL 33414 ("POA") and WHP REALTY LTD., a Florida limited partnership, whose address is 1728 Annandale Circle, Royal Palm Beach, FL 33411 ("WHP").

WHEREAS, Developer is the developer named in that certain Declaration of Protective Covenants, Restrictions, Reservations and Servitudes for Wellington Reserve Office Park as recorded in Official Records Book 19042, Page 1187, Public Records of Palm Beach County, Florida (the "Declaration"), which encumbers land described as WELLINGTON RESERVE OFFICE PARK, as recorded in Plat Book 103, Page 178, Public Records of Palm Beach County, Florida (the "Park");

WHEREAS, WHP is purchasing real property located within the Park, as more particularly described in Exhibit "A" attached hereto (the "Dominant Estate");

WHEREAS, Article XXIII of the Declaration allows the Developer to, among other things, modify the Declaration and the development within the Park; and

WHEREAS, to induce WHP to purchase the Dominant Estate, Developer has agreed not to modify that portion of the Park depicted on Exhibit "B" attached hereto with cross-hatching (the "Servient Estate") without the prior written consent of the owner of the Dominant Estate;

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration given from WHP to Developer and POA, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The parking areas within the Servient Estate and the access routes to and from State Road 7 and the Servient Estate shall not be modified without the prior written consent of the then owner(s) of the Dominant Estate. Notwithstanding the foregoing, the North Access Road from State Road 7, as depicted on Exhibit "B" attached hereto, may be modified or eliminated so long as the Dominant Estate is accessible from State Road 7 by two separate access routes of which one must lead directly into the Dominant Estate and the

other must not be further than 500 feet north of the North Access Road.

2. No amendment to the Declaration shall be passed which restricts the parking privileges of the owner(s) of the Dominant Estate, its lessees, clients, contractors, employees, patients or agents within the Servient Estate without the prior written consent of the then owner(s) of the Dominant Estate. No exclusive or priority parking spaces shall be designated by Developer or POA within the Servient Estate without the prior written consent of the then owner(s) of the Dominant Estate. Notwithstanding the foregoing, the northernmost six parking spaces on the East side of Building B previously assigned to Comerica Bank as part of its lease agreement may be designated by the Developer as exclusive parking for Comerica or such other tenant or owner as may occupy Unit 117. Upon written request from the owner(s) of the Dominant Estate, Developer and POA shall also designate up to six similar parking spaces within the Servient Estate as the exclusive parking spaces for the use of the occupants, clients and patients of any major tenant of the Dominant Estate who lease the same size space as Comerica or more of the third floor space. The POA shall be responsible for enforcing any approved exclusive or priority parking designations.
3. This Restrictive Covenant shall run with the land and benefit the successor owner(s) of the Dominant Estate and shall be binding upon the POA, the successor owner(s) of the Servient Estate, the Developer and its assignee(s).
4. In the event of litigation regarding this Restrictive Covenant, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party. This Restrictive Covenant shall be governed by the laws of the State of Florida.

In Witness Whereof, the undersigned have caused this Restrictive Covenant to be effective as of the date first set forth above.

SEE FOLLOWING PAGES FOR SIGNATURES AND NOTORIZATIONS

Signed, Sealed and Delivered
in the presence of:

CHINGS DEVELOPMENT, INC.,
a Florida corporation

(1) *V. Claire Wyant-Cortez*
Print Name: V. CLARE WYANT-CORTEZ

By: *Shih C. Ching*
Shih C. Ching, President

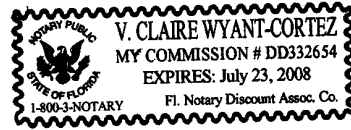
(2) *Wilton White*
Print Name: Wilton White

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006
by Shih C. Ching, President of Chings Development, Inc., on behalf of the corporation, who is
personally known to me or has produced N/A as
identification.

[Notary Seal]

V. Claire Wyant-Cortez
Notary Public
Notary Name: _____
Serial No. (Commission) Number: _____



WELLINGTON RESERVE OFFICE PARK
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: [Signature]
Shih C. Ching, President

(1) [Signature]
Print Name: V. CLARE WYANT-CORTEZ

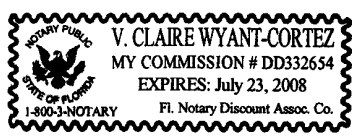
(2) [Signature]
Print Name: Wilton White

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by Shih C. Ching, President of Wellington Reserve Office Park Property Owners Association, Inc., on behalf of the corporation, who is personally known to me or has produced MA as identification.

[Notary Seal]

[Signature]
Notary Public
Notary Name: _____
Serial No. (Commission) Number: _____



WHP REALTY LTD., a Florida limited partnership

By: GCW Management, LLC, a Florida limited liability company, its general partner

(1) [Signature]
Print Name: Wilton White

By: [Signature]
George C. Wong,
Managing Member

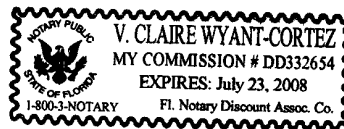
(2) [Signature]
Print Name: V. CLAIR WYANT-CORTEZ

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by George C. Wong, Managing Member of GCW Management, LLC, a Florida limited liability company, general partner of WHP Realty, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced VALID FL DRIVERS LICENSE as identification.

[Notary Seal]

[Signature]
Notary Public
Notary Name: _____
Serial No. (Commission) Number: _____



Mortgagee Joinder:

The undersigned mortgagee, being the owner and holder of that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents recorded in Official Records Book 17854, Page 1298, Public Records of Palm Beach County, Florida, hereby joins in and consents to the foregoing Restrictive Covenants.

Signed, Sealed and Delivered
in the presence of:

Fidelity Federal Bank & Trust

(1) Sina D. Gillette
Print Name: Gina L. Gillette
(2) P.A. Conking
Print Name: P.A. CONKING

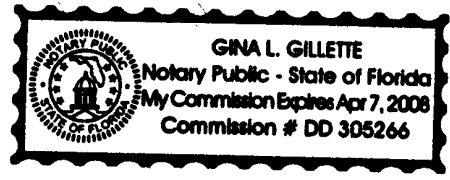
By: [Signature]
Print Name: John M. Anderson
Its Sr.V. President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of March, 2006
by John M. Anderson, Sr.V. President of Fidelity Federal Bank & Trust, on behalf of
the bank, who is personally known to me or has produced
_____ as identification.

[Notary Seal]

Sina D. Gillette
Notary Public
Notary Name: Gina L. Gillette
Serial No. (Commission) Number: _____



This is not a certified copy

Exhibit "A"
Dominant Estate Legal Description

Unit 311, WELLINGTON RESERVE OFFICE PARK – BUILDING B, a Commercial Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 19612, Page 457, Public Records of Palm Beach County, Florida.

This is not a certified copy

Exhibit "B"
Page 1 of 2

