Supplement- Exhibit A

CITY OF RIVIERA BEACH

BUILDING DEPARTMENT
600 WEST BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404
(561) 845-4020 FAX (561) 840-4027

April 29, 2019

Deirdre Jabobs
Interim City Manager
1481 W 15th Street,
Riviera Beach Fl. 33404

City Manager,

Over the course of the past few weeks, Acting Director of Development Services, Jeff Gagnon has personally revoked two separate permits on Singer Island and given one of my staff members an illegal directive to do the same. The first was permit number 19-00746 for a dock located at 5281 N. Ocean Drive. He noted the permit was issued in error. It was not. The second permit Mr. Gagnon personally revoked is for permit number 19-01026, a fence permit for HALO LLC, located at 4601 N. Ocean Drive. Mr. Gagnon made inquiry with front end staff prior to unlawfully issuing the notice to void the permit and was advised that Martin Fence does in fact have a valid county license. He proceeded to forward a communication to the property owner advising the permit was to be voided all or in part due to inactive or expired licensure. While I understand and adhere to the administrative authority Mr. Gagnon possesses as the Acting Director of Development Services, I have also made him aware of the role, duties, and responsibilities of the Building Official and the related Florida Statute and the independent nature building officials are expected to perform under. This delineation of authority has gone unheeded.

> ***FS 468.604 Responsibilities of building code administrators, plans examiners, and inspectors.—***
>
> ***(1) It is the responsibility of the building code administrator or building official to administrate, supervise, direct, enforce, or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the boundaries of their governmental jurisdiction, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. The building code administrator or building official shall faithfully perform these responsibilities without interference from any person.***

As we are all painfully aware, acting as Building Official without the appropriate authority to do so is a crime. The revoking of the above referenced permits unilaterally by Mr. Gagnon has placed him in legal jeopardy for violation of this statute. I am advising and asserting under the authorities extended to me by the State of Florida, Department of Business and Professional Regulation, and Florida Building Commission the aforementioned permits are valid. The authority to issue, void, or rescind permits rest exclusively with the Building Code Administrator also referred to as the Building Official. I am formally requesting that Mr. Gagnon be censured for his illegal activity and that he be made to issue an official statement to the permit applicants correcting the record. Finally, I am requesting that future consideration

Defendant's Exhibit
DX- 094

be made for how the Building Division is to handle Mr. Gagnon's perceived overlap in his administrative authorities over the Building Official and his inability to interfere with the faithful performance of my duties as the Building Official. My sole objective is to ensure the Florida Statute is upheld and the City is absolved of any legal liabilities associated with granting permits based on political will as opposed to conformance with construction building code and law.

Sincerely,

Ladi March-Goldwire,BU2021
Certified Building Official

CC: Department file, D.Wynn, M.Cunningham

Supplement- Exhibit B

CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD. • RIVIERA BEACH, FLORIDA 33404
(561) 845-4010 FAX (561) 840-3353

OFFICE OF
CITY MANAGER

April 29, 2019

Via
Certified Mail 2813/Return Receipt
Email Delivery

Ms. Ladi Goldwire
341 West 18th Street
Riviera Beach, FL 33404

Dear Ms. Goldwire:

This letter is to inform you that your employment as **BUILDING OFFICIAL** with the City of Riviera Beach is terminated effective **MONDAY, APRIL 29, 2019.**

The Risk Management Division of the Human Resources Department will contact you regarding your insurance benefits. Please contact the Florida Retirement System (FRS) at 866-446-9377 concerning your pension contributions.

Kindly turn into the Human Resources Department the City equipment you have in your in possession such as, cellular phone, laptop, ID badge, all keys, etc., by close of business tomorrow, Tuesday, April 30, 2019.

Sincerely,

Deirdre M. Jacobs
Interim City Manager

Copies to: J. Gagnon, Interim Director of Development Services Department
D. Wynn, City Attorney
E. Irvin, Interim Director of Human Resources Department

Supplement: EXHIBIT C

AFFIDAVIT OF ROBERT L. GREENE

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared the undersigned Robert L. Greene, who being first duly sworn upon oath, deposes and says that:

1. My name is Robert L. Greene (the "Affiant"). I am President of Martin Fence Co. and provide this testimony not individually but in my capacity as president of Martin Fence Co.

2. Affiant was, and is, president of Martin Fence Co. during all times relevant to the events described in the Petition for Binding Interpretation #207 to the Florida Building Commission by Petitioner, Halo Development LLC and has knowledge of the matters he is testifying on based on his position and responsibilities at Martin Fence Co.

3. On or about April 9, 2019, Martin Fence Co. submitted a building permit application for the construction of a fence for Halo Development LLC on the property located at or about 4601 N. Ocean Drive, Riviera Beach, Florida (the "Property").

4. On or about April 23, 2019, the Riviera Beach Building Building Official Ladi March-Goldwire issued Building Permit # 19-01026 (the "Permit") for the installation of 514 feet of new black chainlink fence.

5. On April 26, 2019, Jeff Gagnon, (at the time) Acting Director of Development Services sent Affiant an email saying the Permit was issued in error and is now void.

6. Affiant went to the Riviera Beach Building Department and met with the Assistant Building Official Bovell Richards on May 24, 2019. Mr. Richards told Affiant that the permit was still open and it had an obligation to be closed out. Affiant subsequently received correspondence from Ms. March-Goldwire's successor, Chief Building Official, Judson Dulany, that seemingly confirmed that the building permit had not been voided or revoked. That correspondence is in Exhibit 5 to the building official's response.

7. Assistant Building Official Bovell Richards told Affiant that he had the authority to determine that the permit was open and that Affiant had to complete the work under the Permit and pass a final inspection in order to close out the permit or else it would remain open until it expired.

8. On or about June 6, 2019, the installation of the fence authorized by the Permit was completed, with the exception of attaining an approved final inspection from the Building Department. On June 6, 2019, Martin Fence employee Mr. John Mastrovani called the Building Department to request a final inspection to close out the Permit.

9. On June 7, 2019, Judson Dulany, the Building Official at the time, visited the Property to inspect the completed fence as described in the following paragraph.

10. On the afternoon of June 7, 2019, Affiant spoke with Mr. Dulany by telephone. Mr. Dulany told Affiant he had been "confronted by area residents and felt threatened" while performing the inspection and that he had to leave the site. Mr. Dulany confirmed to Affiant that notwithstanding the concerning events at the site, he did visit the site, performed the inspection and that the fence "appeared to comply" with all applicable requirements. Affiant asked Mr. Dulany if he left the signed permit card on the fence (the norm for fence inspections in Riviera Beach during and around the time frame relevant to the petition). Mr. Dulany responded to Affiant that he had not left the signed permit card attached to the fence, but had taken it with him.

11. Early in the week of June 10th, Affiant reached Mr. Dulaney by telephone and was told permit card was not ready to be picked up yet and he would call Affiant to pick up when ready. After not hearing from Mr. Dulaney for about 10 days Affiant again reached Mr. Dulaney by telephone and was told by Mr. Dulaney that "there was no final yet and Mr. Dulaney had to kick the matter upstairs". Affiant received no response from Mr. Dulaney regarding upon whose instruction he was acting. Subsequent telephone calls to Mr. Dulaney by Affiant were not answered or returned.

12. Affiant states that because the work under the Permit was completed, a final inspection was called for, the final inspection was performed and the Chief Building Official who inspected the fence confirmed the fence "looks fine to him" after he did the inspection, there should have been no need to request an extension to the Permit.

Further Affiant Sayeth Naught.

Robert L. Greene, President
Martin Fence Co.

SWORN TO, SUBSCRIBED and ACKNOWLEDGED before me this 12 day of APRIL, 2021.

Notary Public, State of Florida

My Commission Expires:

2/25/24

[NOTARIAL SEAL]

NOLAN GREENE
MY COMMISSION EXPIRES FEBRUARY 25, 2024
#GG 926546
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

GT GreenbergTraurig

Supplement- COMPOSITE EXHIBIT D

Kerri L. Barsh
Tel: 305.579.0772
Fax 305.961-5772
barshk@gtlaw.com

March 10, 2020

Via E-Mail and U.S. Mail

Mr. Durrani Guy
Building Official, City of Riviera Beach
Development Services Department
Building Services Division
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Re: **Halo Development's Response / Abandonment of City Building Permit Application #19-01026 / 4601 Ocean Drive N Riviera Beach, FL 33404**

Dear Mr. Guy:

I am writing in furtherance of our telephone conversation with respect to your letter dated March 5, 2020, to Mr. Robert L. Greene of Martin Fence Company relative to the Building Permit Application described above. As the basis for the action threatened, you cite to the permit applicant's failure to provide the information requested in a prior memorandum dated May 15, 2020, with a deadline extended by you to January 18, 2020. On behalf of the property owner, I want to point out that the permit applicant did, in fact, provide the requested information on December 30, 2019, prior to the deadline. *See* attached email and attachments from me to Messrs. Judson Dulany and Bovell Richards of the City of Riviera Beach, Florida, dated December 30, 2019. In light of this information, we call on the City to rescind its March 5, 2020, letter.

If I can be of assistance on the foregoing, please contact me.

Sincerely,

Kerri Barsh

Kerri L. Barsh

Enclosures
Cc: Jonathan Evans, City Manager
Deirdre Jacobs, Asst. City Manager
Dawn Wynn, City Attorney
Halo Development, LLC
Mr. Robert L. Greene

Barsh, Kerri (Shld-Mia-Env)

From: Barsh, Kerri (Shld-Mia-Env)
Sent: Monday, December 30, 2019 2:02 PM
To: 'DDulany@capflorida.com'; 'BRichards@rivierabeach.org'
Subject: Response to Information Request Regarding Fence on Halo Property
Attachments: Riviera Beach wetland preservatino map.pdf; letter from judson delany to rob greene martin fence.pdf; HALO Title Committment.pdf; HALO corrected survey.pdf

Dear Messrs. Judson Dulany and Bovell Richards,

Per the City's request of Martin Fence (a copy of which is attached), I am providing the following attached documents :
1. Corrected boundary survey;

2. Title commitment indicating the entity owning the land area to be impacted by the proposed fence installation and the existing structures to be impacted by the fence (i.e., the dock).

3. The City's wetland preservation map that shows that the property in question is located outside of the wetland preservation area as depicted on the City's wetland preservation map.

Please contact me if I can be of further assistance on this matter. We are hopeful that the fence can be inspected as soon as possible.

Sincerely,
Kerri Barsh

Kerri Barsh
Co-Chair, National Environmental Practice Group
Greenberg Traurig, P.A. | 333 S.E. 2nd Avenue | Miami, FL 33131
Tel 305.579.0772 | Fax 305.961.5772
BarshK@gtlaw.com | www.gtlaw.comDear Messrs. Judson Dulany and Bovell Richards,

Ex. D

PLANNING & ZONING DIVISION
Development Services Department
600 West Blue Heron Blvd ,
Riviera Beach, FL 33404
Phone: (561) 845-4060

Date: November 8, 2019

To: Robert L. Greene

Martin Fence Co. U-10591

862 13th St. Lake Park FL, 363403-2306

Re: Expired Permit # 19-01026 Chain link fence

Project Address: 4601 N. Ocean Drive.

Applicant,

As per Florida Building Code 2107 - **105.4.1.3**

"Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process."

The above referenced project has not had a qualified inspection during the 180 days since the permit was issued on 04/15/19. Under (**FBC 2017 104.4.1.1**) your permit has expired as of 10/20/19, you are being granted a 90 extension (**FBC 2017 105.3.2**).

"An *application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.*"

This extension is granted until 1/18/20 in order to satisfy zoning comments that were issued-please see attached comments dated 5/15/19.

Thank You,
Judson Dulany
Building Official
City of Riviera Beach

Cc:	Guy Durrani	Building Official CBO
	Jeff Gagnon AICP	Acting Director of Development Services
	Jonathan E. Evans	City Manager
	Deirdre Jacobs	Assistant City Manager
	Dawn Wynn	City Attorney

C:\Users\ddulany\Desktop\Fence 19-1029r1.docx

Ex. D

MEMORANDUM

To: **City Building Division and Applicant (Martin Fence & Halo Dev.)**

From: **Jeff Gagnon, AICP, Acting Director of Development Services**

Date: **May 15, 2019**

Subject: **Building Permit Application No. 19-01026**
4601 N. Ocean Drive, Chain-link Fence

Additional questions have been provided below as follow up to my April 26, 2019 email (enclosed) regarding the subject City Building Permit Application (No. 19-01026). Please review and respond accordingly.

1. The Boundary Survey by SFL Land Surveyors Corp., (enclosed) provides a field date of 05-17-2018 and consists of three sheets.
    a. The certification date provided on sheet 1 of 3 is "4/17/2018". Please justify or amend this inconsistency with the field date.
    b. The Location Map on sheet 1 of 3, indicates the subject property location and two associated sheets, however, both sheets are identified as "Sheet 2", versus Sheet 2 and Sheet 3 as provided. Please amend.
    c. Within the Surveyor's Report provided on sheet 1 of 3, item No.2 states that, "This certification is only for the lands as described. It is not a certification of title, zoning, easements, or freedom of encumbrances. Abstract not reviewed." The lands as described within the legal description provided on the Boundary Survey only pertain to submerged land. Please provide proof of ownership of the land area to be impacted by the proposed fence installation.
    d. This proposal appears to impact existing structures on Lot 23 (dock) and Lot 24 (seawall). Within the Surveyor's Report, item No. 9 states that, "The surveyor does not determine fence and/or wall ownership." Please provide proof of ownership of existing structures which may be impacted by the proposed fence installation.
    e. The survey identifies a general "Mangrove Area" on sheet 2 of 3. Based on this information and from City staff field observations, plant species found primarily within wetland areas (including mangroves) appear to exist along a substantial portion of the shoreline area and "edge of water" on Parcel 6. An environmental survey and assessment would be required to be submitted to the City in accordance with City Code Section 23-83(c), and corresponding Sections within Chapter 23, Article III, to determine specific wetlands preservation area boundaries associated with this Parcel.

Thank you.

C: Deirdre Jacobs, Interim City Manager
Dawn Wynn, City Attorney

Ex. D

BOUNDARY SURVEY

INDEX OF SHEET

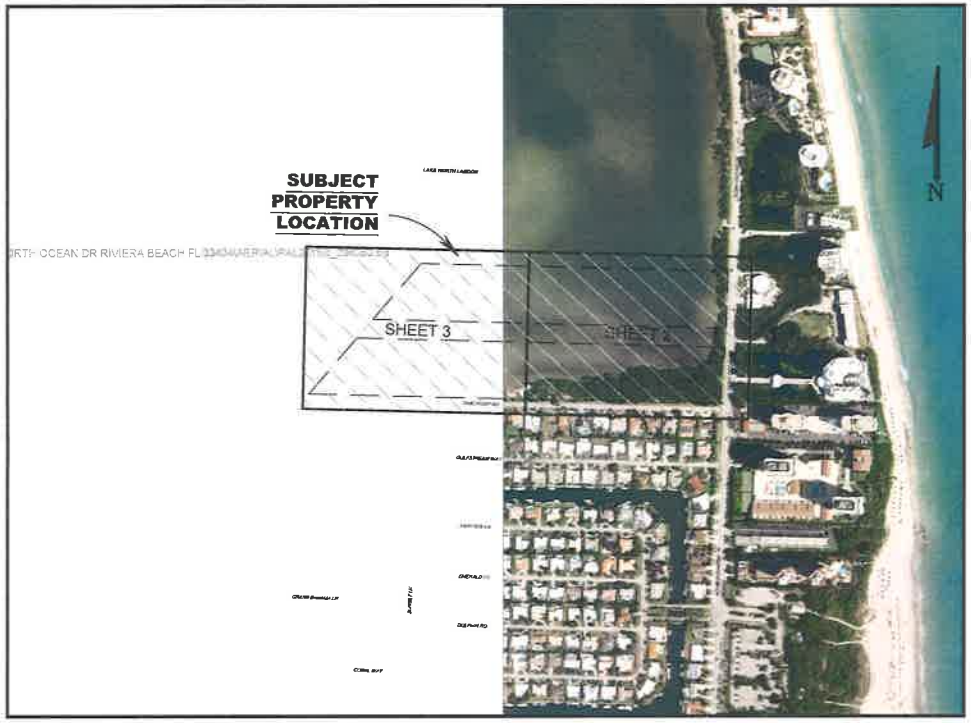
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2 TO 3	BOUNDARY SURVEY

ABBREVIATION

A	Arc Length
A/C	Air Conditioner Pad
A.E.	Anchor Easement
ASPH.	Asphalt
B.C.	Block Corner
BLDG.	Building
B.M.	Benchmark
B.O.B.	Basis of Bearings
C	Curve
(C)	Calculated
CATV	Cable & Television Box
C.B.	Catch Basin
C.B.S.	Concrete Block Structure
C.B.W.	Concrete Block Wall
C.H.	Chord
C.G	Curb & Gutter
CL	Clear
CONC.	Concrete
C.O	Clean Out
C.S.	Concrete Slab
C.P.	Concrete Porch
COM	Communication Box
C.L.F.	Chain Link Fence
DRIVE.	Driveway
°	Degrees
D.E.	Drainage Easement
D.M.E.	Drainage Maintenance Easement
E.	East
EB.	Electric Box
ELEV.	Elevation
ENC.	Encroachments
E.T.P.	Electric Transformer Pad
F.F.E.	Finished Floor Elevation
F.I.P.	Found Iron Pipe
F.N.D.	Found Nail & Disc
F.I.R.	Found Rebar
FT	Feet
I.D.	Identification
I.F.	Iron Fence
I.C.V.	Irrigation Control Valve
INV.	Inverts
L.F.E.	Lowest Floor Elevation
L.P.	Light Pole
L.B.	Licensed Business
L.M.E.	Lake Maintenance Easement
M.B.	Mail Box
'	Minutes
N.A.P.	Not A Part of
N.	North
N.T.S.	Not to Scale
P.B.	Plat Book
P.C.P.	Permanent Control Point
P.R.C.	Point of Reverse Curve
P.R.M.	Permanent Reference Monument
P.C.C.	Point of Compound Curve
P.S.	Point of Curve
PWY	Parkway
PVMT	Pavement
PG.	Page
PL.	Planter
ON PL	On Property Line
O/S	Offset
O.H.	Overhead
O.R.B.	Official Record Book
O.V.H.	Overhang
R/W	Right-of-Way Line
(R)	Record
"	Seconds
S.V.	Sanitary Valve
S.	South
SWK.	Sidewalk
T.B.M.	Temporary Benchmark
U.E.	Utility Easement
U.P.	Utility Pole
V.G.	Valley Gutter
W.	West
W.V.	Water Valve
W.F.	Wood Fence
△	Central Angle.
℄	Center Line
⅊	Monument Line

LEGEND

- CB =CATCH BASIN
- =WATER METER
- EB =ELECTRIC BOX
- S =SANITARY MANHOLE
- D =DRAINAGE MANHOLE
- =UTILITY POLE
- =LIGHT POLE
- =FIRE HYDRANT
- =WATER VALVE
- SS =SANITARY SEWER VALVE
- =CHAIN LINK FENCE
- =WOOD FENCE
- =IRON FENCE



LOCATION MAP

SCALE 1:300

PALM BEACH COUNTY , FLORIDA

PROPERTY ADDRESS:

4601 N OCEAN DR
RIVIERA BEACH, FL 33404
FOLIO# 56-43-42-23-00-00 1-0050

4701 N OCEAN DR
RIVIERA BEACH, FL 33404
FOLIO# 56-43-42-22-00-001-0060

4801 N OCEAN DR
RIVIERA BEACH, FL 33404
FOLIO# 56-43-42-22-00-001-0070

5001 N OCEAN DR
RIVIERA BEACH, FL 33404
FOLIO# 56-43-42-22-00-001-0090

5011 N OCEAN DR
RIVIERA BEACH, FL 33404
FOLIO# 56-43-42-22-00-001-0140

5021 N OCEAN DR
RIVIERA BEACH, FL 33404
FOLIO# 56-43-42-22-00-001-0150

LEGAL DESCRIPTION:

PARCELS 1,2&3

FOLIOS ID: 56-43-42-22-00-001-0100, 56-43-42-22-00-001-0140 AND 56-43-42-22-00-001-0060,
ALL THE PORTION OF GOVERNMENT LOT 1 OF SECTION 22 AND OF GOVERNMENT LOT 1 SECTION 23 TOWNSHIP 42 SOUTH, RANGE 43 EAST, WHICH LIES BETWEEN LINES RESPECTIVELY 13,420 AND 13 720 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 1 SECTION 10 TOWNSHIP 42 SOUTH RANGE 43 EAST SUBMERGED AND LAND LYING IN WEST OF STATE ROAD #703, PALM BEACH COUNTY, FLORIDA. INCLUDED IS ALL THAT PORTION OF SUBMERGED LAND IN LAKE WORTH WHICH LIES BETWEEN THE NORTH AND SOUTH BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT WHEN PRODUCED WEST TO THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN TRUSTEES' DEED # 17 145 DATED 22, 1924 AND FILED MAY 9, 1924 IN DEED BOOK 205, PAGE 82, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCELS 4,5&6

FOLIOS ID: 56-43-42-22-00-001-0070, 56-43-42-22-00-001-0080 AND 56-43-42-22-00-001-0090,
ALL THE PORTION OF GOVERNMENT LOT 1 OF SECTION 22 AND OF GOVERNMENT LOT 1 SECTION 23 TOWNSHIP 42 SOUTH, RANGE 43 EAST WHICH LIES BETWEEN LINES RESPECTIVELY 13,420 AND 14 120 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 1 SECTION 10 TOWNSHIP 42 SOUTH RANGE 43 EAST, SUBMERGED AND LAND LYING IN WEST OF STATE ROAD #703 PALM BEACH COUNTY FLORIDA. INCLUDED IS ALL THAT PORTION OF SUBMERGED LAND IN LAKE WORTH WHICH LIES BETWEEN THE NORTH AND SOUTH BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT WHEN PRODUCED WEST TO THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN TRUSTEES' DEED # 17 145 DATED 22, 1924 AND FILED MAY 9, 1924 IN DEED BOOK 205 PAGE 82, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S REPORT:

1) THE ABOVE CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE ABOVE LEGAL DESCRIPTION PROVIDED BY CLIENT.

2) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.ABSTRACT NOT REVIEWED.

3) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.

4) FIELD WORK COMPLETED ON 05-17-2018

5) EASEMENTS AS SHOWN ARE PER PLAT BOOKS, UNLESS OTHERWISE NOTED.

6) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

7) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN-DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.

8) VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON. HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.

9) THE SURVEYOR DOES NOT DETERMINE FENCE AND/OR WALL OWNERSHIP.

10) OWNERSHIP SUBJECTS TO OPINION OF TITLE.

11) TYPE OF SURVEY BOUNDARY SURVEY.

12) BEARINGS AS SHOWN HEREON ARE BASE UPON THE CENTERLINE OF NORTH OCEAN DRIVE WITH AN ASSUMED BEARING OF N02°37'13"E. SAID LINE TO BE CONSIDERED A WELL ESTABLISHED AND MONUMENTED LINE AS PER FDOT SECTION 93060-2601.

13) THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1 7500 FT

14) FIRM MAP NUMBER 12099C0381F, COMMUNITY/PANEL 125142 0381F-OCTOBER 5, 2017. THE SUBJECT PROPERTY LIES WITHIN TWO FLOOD ZONES: AE, BASE FLOOD ELEV. 6 FT & 7 FT.

15) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED LAND SURVEYOR AND MAPPER.

16) THIS PLAN OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTENDED TO ANY UNNAMED PARTY

CERTIFIED TO:

HEC MITIGATION PROPERTY LLC

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THIS "BOUNDARY SURVEY" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN RULES ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

Ex. D

REVISIONS | DATE

CERTIFICATION: THIS SURVEY MAP AND REPORT OF THE GRAPHIC DATA AND ATTACHED SPECIFICATIONS WERE MADE UNDER MY DIRECTION AND SUPERVISION. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. SEE SHEET 2 FOR DETAILS.

BY: FELIX E. LA POLLA P.S.M. 7104 STATE OF FLORIDA — DATE: May 18, 2018

FIELD DATE: 05-17-2018 | DRAWN: E.A. | CHECKED: L.D. | SCALE: AS SHOWN

Surveyors • Mappers • Engineers
8180 N.W. 36th STREET Suite 408
Doral, Florida 33166
Ph: (786) 298-6163 (305) 363-5481
E-mail: id@allsurveyors.com
LB#6170

PREPARED FOR: HEC MITIGATION PROPERTY LLC

PROJECT: North Ocean Drive, Riviera Beach, FL 33404

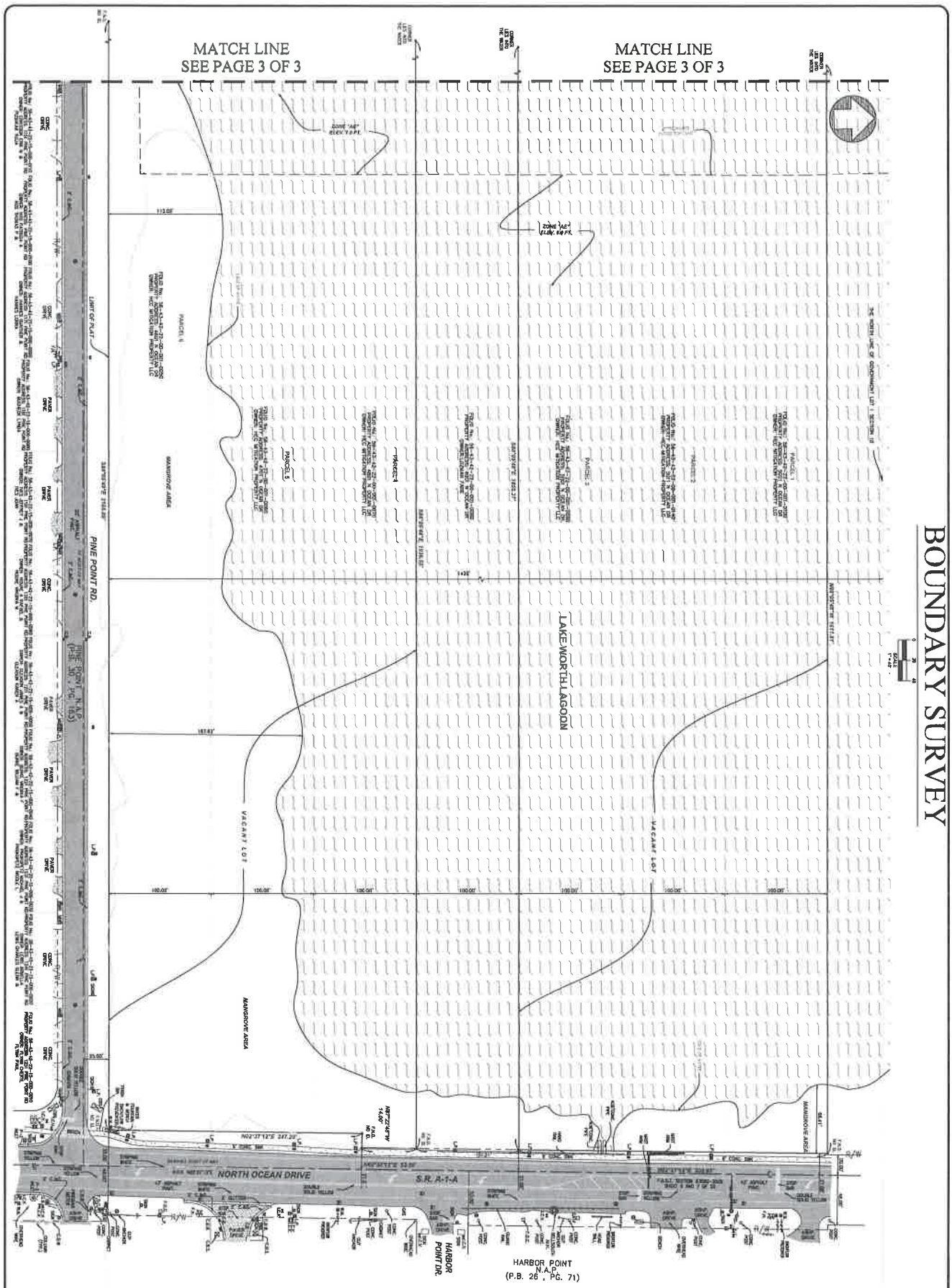
DRAWING NAME: BOUNDARY SURVEY

JOB NO.: 15-831

DATE: 05-18-2018

SHEET: 1 OF 3 SHEETS

BOUNDARY SURVEY

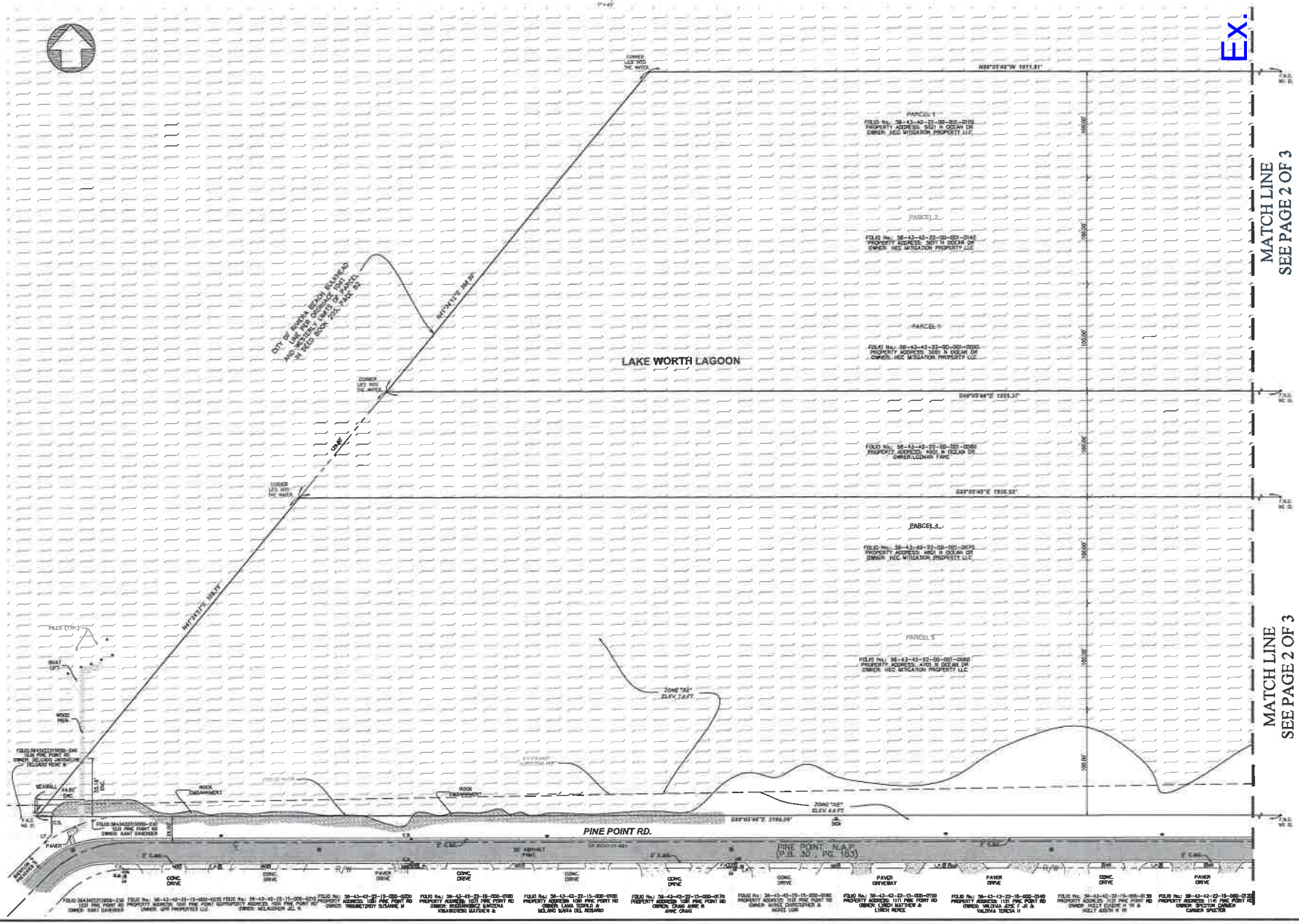


Ex. D

SHEET 2 OF 3 SHEETS	PREPARED FOR: HEC MITIGATION PROPERTY LLC PROJECT: North Ocean Drive, Riviera Beach, FL 33404 DRAWING NAME: BOUNDARY SURVEY	SFL Surveyors Group Surveyors • Mappers • Engineers 8180 N.W. 36th STREET Suite 408 Doral, Florida 33166 Ph: (786) 298-6163 (305) 363-5481 E-mail: ld@sflsurveyors.com LB#8170	FIELD DATE: 05-17-2018 DRAWN: E.A. CHECKED: L.D. SCALE: AS SHOWN	CERTIFICATION: THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER. BY: Felix de la Rosa DATE: May 18, 2018 FELIX DE LA ROSA P.S.M. 7104 STATE OF FLORIDA
				REVISIONS: DATE:

BOUNDARY SURVEY

EX. D



Surveyors • Mappers • Engineers
8180 N.W. 36th STREET Suite 408
Doral, Florida 33166
Ph: (786) 286-6163 (305) 363-5481
E-mail: ld@sflsurveyors.com
LB#6170

FIELD DATE: 05-17-2018
DRAWN: E.A.
CHECKED: L.D.
SCALE: AS SHOWN

CERTIFICATION: I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.
BY: FELIX DE LA ROSA P.S.M. 7104
STATE OF FLORIDA
DATE: May 18, 2018
FOR THE FIRM

REVISIONS:
DATE:

PREPARED FOR: HEC MITIGATION PROPERTY LLC.
PROJECT: North Ocean Drive, Riviera Beach, FL 33404
DRAWING NAME: BOUNDARY SURVEY

JOB No: 18-431
DATE: 05-16-2018
SHEET: 3 of 3 SHEETS

Chicago Title Insurance Company

Landa-Posada P.A.
6080 SW 40th St., Suite 4
Miami, FL 33155
Phone: 305-476-9050
Fax: 305-476-9060

Chicago Title Insurance Company

Revised: 4/18/17 Revision A

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Order No.: 6291073
Customer Reference: 17-1098

1. Effective Date: April 03, 2017 at 11:00 PM

2. Policy or Policies to be issued: Premium: $TBD

   A. ALTA Owners 2006 with Florida Modifications
   Proposed Insured: HEC Holdings LLC, a Florida limited liability company
   Proposed Amount of Insurance: $1,200,000.00

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

   VPB Investment Group, L.C., a Florida limited liability company by virtue of Special Warranty Deeds recorded October 6, 1995, in Official Records Book 8950, Page 1932, corrected by Special Correction Warranty Deeds recorded in Official Records Book 9965, Page 561 (as to Parcel 5), in Official Records Book 8950, Page 1935 (as to Parcel 6), in Official Records Book 8950, Page 1941, corrected by Special Corrective Warranty Deed recorded in Official Records Book 9965, Page 562 (as to Parcel 4), in Official Records Book 8950, Page 1947 (as to Parcel 2), in Official Records Book 8950, Page 1953 (as to Parcel 3), in Official Records Book 8950, Page 1959 (as to Parcel 1), all in the Public Records of Palm Beach County, Florida.

5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: _____
Authorized Officer or Agent

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ALTA Commitment (6/17/06) (with FL Modifications)

Ex. D

SCHEDULE B SECTION I
REQUIREMENTS

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:

   A. Duly executed Warranty Deed from VPB Investment Group, L.C., a Florida limited liability company, Grantor, to HEC Holdings LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

   The Company will require the following as to VPB Investment Group, L.C., a Florida limited liability company: ("LLC"):

   i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

   ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

   iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

   iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

   If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

3. We will require proof of proper formation and/or incorporation of the purchasing entity, as well as proof of current active status. At such time this Commitment will then be subject to such further requirements and/or exceptions as the Company may then deem necessary.

   Note: In the event that a Loan Policy is requested, at such time this Commitment will then be subject to such further requirements and/or exceptions as the Company may then deem necessary.

4. Proof of payment of any outstanding assessments in favor of Palm Beach County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of Palm Beach County, Florida, any special taxing district and any municipality.

5. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

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SCHEDULE B SECTION I
Requirements continued

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

6. NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

7. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. Proof of payment of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.

9. Satisfactory survey, in conformity with the minimum technical standards for land surveys, certified to the Company, and/or its agent, dated no more than 90 days prior to the closing of the subject transaction, disclosing the nature and extent of any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title to the Land. Additional requirements and/or exceptions will be made for any such matters disclosed.

10. Issuing agent must obtain from the Company or perform themselves a title update three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.

END OF SCHEDULE B SECTION I

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SCHEDULE B SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

6. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

7. The nature, extent or existence of riparian rights is not insured.

8. The policy, when issued, will not insure rights-of-way for drainage ditches and canals as now located and in use, or deficiency in quantity of ground.

9. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida of an undivided three-fourths interest in and to all phosphates, minerals and metals, together with an undivided one-half interest in and to all petroleum, in, on or under the surface of the insured land, as contained in that certain Deed recorded May 9, 1924, in Deed Book 205, Page 82, created pursuant to Section 270.11, Florida Statutes. (as to all Parcels)

10. Restrictive Covenants, Conditions and Stipulations as set forth in Warranty Deed recorded April 21, 1947, in Deed Book 806, Page 362, and in Warranty Deed recorded June 12, 1947, in Deed Book 812, Page 453. (as to Parcel 3)

11. Restrictive Covenants, Conditions and Stipulations as set forth in Warranty Deed recorded April 21, 1947, in Deed Book 806, Page 435. (as to Parcels 1 and 2)

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SCHEDULE B SECTION II
EXCEPTIONS

12. Restrictive Covenants, Conditions and Stipulations as set forth in Warranty Deed recorded April 23, 1947, in Deed Book 807, Page 57, renewed by Notice recorded March 17, 1986, in Official Records Book 4820, Page 507. (as to Parcel 4)

13. Restrictive Covenants, Conditions and Stipulations as set forth in Warranty Deed recorded May 1, 1947, in Deed Book 808, Page 43. (as to Parcel 5)

14. Restrictive Covenants, Conditions and Stipulations as set forth in Warranty Deed recorded September 16, 1947, in Deed Book 822, Page 32, renewed by Notice recorded March 17, 1986, in Official Records Book 4820, Page 502. (as to Parcel 6)

15. Restrictions and limitations as set forth in Special Warranty Deed recorded January 25, 1960, in Official Records Book 458, Page 514. (as to Parcel 3)

16. Resolution adopted July 23, 1956 fixing setback requirements for buildings and improvement on State Road 703, filed by the Board of County Commissioners of Palm Beach County, Florida, recorded in Deed Book 1148, Page 658. (as to all parcels)

17. Right of Way of State Road #703 also known as State Road A-1-A, as now laid out and in use.

    NOTE: Maintenance Map for State Road A-1-A recorded in Road Map Plat 9, Page 57.

18. Restrictions, if any, on the Owner's ability to construct new improvements on the Land or to reconstruct existing improvements after destruction or demolition as a result of the Palm Beach County Coastal Construction Control Line recorded in Plat Book 36, Page 91, as affected by Revised Coastal Construction Control Line recorded in Plat Book 80, Page 137, and instrument recorded in Official Records Book 9951, Page 85.

    Coverage for this item is excluded from any of the following ALTA endorsements: 9-06, 9.2-06, 9.3-06 and 9.5-06

19. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.

20. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.

21. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.

22. Rights of the State of Florida or any of its agencies and the United States of America to regulate the use of that portion of the land that is submerged.

23. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

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SCHEDULE B SECTION II
EXCEPTIONS

24. As to Parcel 6: Encroachment of a wood dock, canoe and kayak launches (ownership unknown) at the SW corner of said parcel, as shown on Survey by Donald D. Daniels Inc., dated May 28, 2003, Drawing No. 03-031.

25. With respect to any Exception in Schedule B reciting covenants and restrictions, said Exception(s) omits any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to handicap but does not discriminate against handicapped persons.

Informational Note For 2016 Tax Year Parcel/ID:
Parcel 1: 56-43-42-22-00-001-0100 Gross tax amount $212.60, PAID $204.09 11/18/16
Parcel 2: 56-43-42-22-00-001-0140 Gross tax amount $212.60, PAID $204.09 11/18/16
Parcel 3: 56-43-42-22-00-001-0090 Gross tax amount $212.60, PAID $204.09 11/18/16
Parcel 4: 56-43-42-22-00-001-0070 Gross tax amount $212.60, PAID $204.09 11/18/16
Parcel 5: 56-43-42-22-00-001-0060 Gross tax amount $212.60, PAID $204.09 11/18/16
Parcel 6: 56-43-42-22-00-001-0050 Gross tax amount $212.60, PAID $204.09 11/18/16

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

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

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 13800 NW 14th Street , Suite 190, Sunrise, FL 33323; Telephone 954-217-1744.

Searched By: Laura Knox, Examined by Laura Knox (Laura.Knox@FNF.com) 954-308-3463

END OF SCHEDULE B SECTION II

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ALTA Commitment (6/17/06) (with FL Modifications)

Ex. D

EXHIBIT "A"

Parcel 1:
All that portion of Government Lot 1 of Section 22 and of Government Lot 1 of Section 23 of Township 42 South, Range 43 East, which lies between lines that are respectively 13,420 feet and 13,520 feet South of and parallel with the North line of Government Lot 1, Section 10, Township 42 South, Range 43 East, submerged and lying West of State Road #703, Palm Beach County, Florida; included is all that portion of submerged land in Lake Worth which lies between the North and South boundary lines of the above described tract when produced West to the West line of that parcel of land described in Trustees' Deed #17,146 dated April 22, 1924, and filed May 9, 1924, in Deed Book 205, Page 82, Public Records of Palm Beach County, Florida.

Parcel 2:
All that portion of Government Lot 1 of Section 22 and of Government Lot 1 of Section 23 of Township 42 South, Range 43 East, which lies between lines that are respectively 13,520 feet and 13,620 feet South of and parallel with the North line of Government Lot 1, Section 10, Township 42 South, Range 43 East, submerged and lying West of State Road #703, Palm Beach County, Florida; included is all that portion of submerged land in Lake Worth which lies between the North and South boundary lines of the above described tract when produced West to the West line of that parcel of land described in Trustees' Deed #17,146 dated April 22, 1924, and filed May 9, 1924, in Deed Book 205, Page 82, Public Records of Palm Beach County, Florida.

Parcel 3:
All that portion of Government Lot 1 of Section 22 and of Government Lot 1 of Section 23 of Township 42 South, Range 43 East, which lies between lines that are respectively 13,620 feet and 13,720 feet South of and parallel with the North line of Government Lot 1, Section 10, Township 42 South, Range 43 East, submerged and lying West of State Road #703, Palm Beach County, Florida; included is all that portion of submerged land in Lake Worth which lies between the North and South boundary lines of the above described tract when produced West to the West line of that parcel of land described in Trustees' Deed #17,146 dated April 22, 1924, and filed May 9, 1924, in Deed Book 205, Page 82, Public Records of Palm Beach County, Florida.

Parcel 4:
All that portion of Government Lot 1, of Section 22 and of Government Lot 1, of Section 23 of Township 42 South, Range 43 East, which lies between lines that are respectively 13,820 feet and 13,920 feet South of and parallel with the North line of Government Lot 1, Section 10, Township 42 South, Range 43 East, submerged and lying West of State Road #703, Palm Beach County, Florida; included is all that portion of submerged land in Lake Worth which lies between the North and South boundary lines of the above described tract when produced West to the West line of that parcel of land described in Trustees' Deed #17,146 dated April 22, 1924, and filed May 9, 1924, in Deed Book 205, Page 82, Public Records of Palm Beach County, Florida.

Parcel 5:
All that portion of Government Lot 1 of Section 22 and of Government Lot 1, of Section 23 of Township 42 South, Range 43 East, which lies between lines that are respectively 13,920 feet and 14,020 feet South of and parallel with the North line of Government Lot 1, Section 10, Township 42 South, Range 43 East, submerged and lying West of State Road #703, Palm Beach County, Florida; included is all that portion of submerged land in Lake Worth which lies between the North and South boundary lines of the above described tract when produced West to the West line of that parcel of land described in Trustees' Deed #17,146 dated April 22, 1924, and filed May 9, 1924, in Deed Book 205, Page 82, Public Records of Palm Beach County, Florida.

Parcel 6:
All that portion of Government Lot 1 of Section 22 and of Government Lot 1 of Section 23 of Township 42 South, Range 43 East, Palm Beach County, Florida, which lies between lines that are

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Ex. D

Exhibit "A" continued

respectively 14,020 feet and 14,120 feet South of and parallel with the North line of Government Lot 1, Section 10, Township 42 South, Range 43 East, submerged and lying West of State Road 703, including all that portion of submerged land in Lake Worth which lies between the North and South boundary lines of the above described tract when produced West to the West line of that parcel of land described in Deed Book 205, Page 82, dated April 22, 1924, Public Records of Palm Beach County, Florida.

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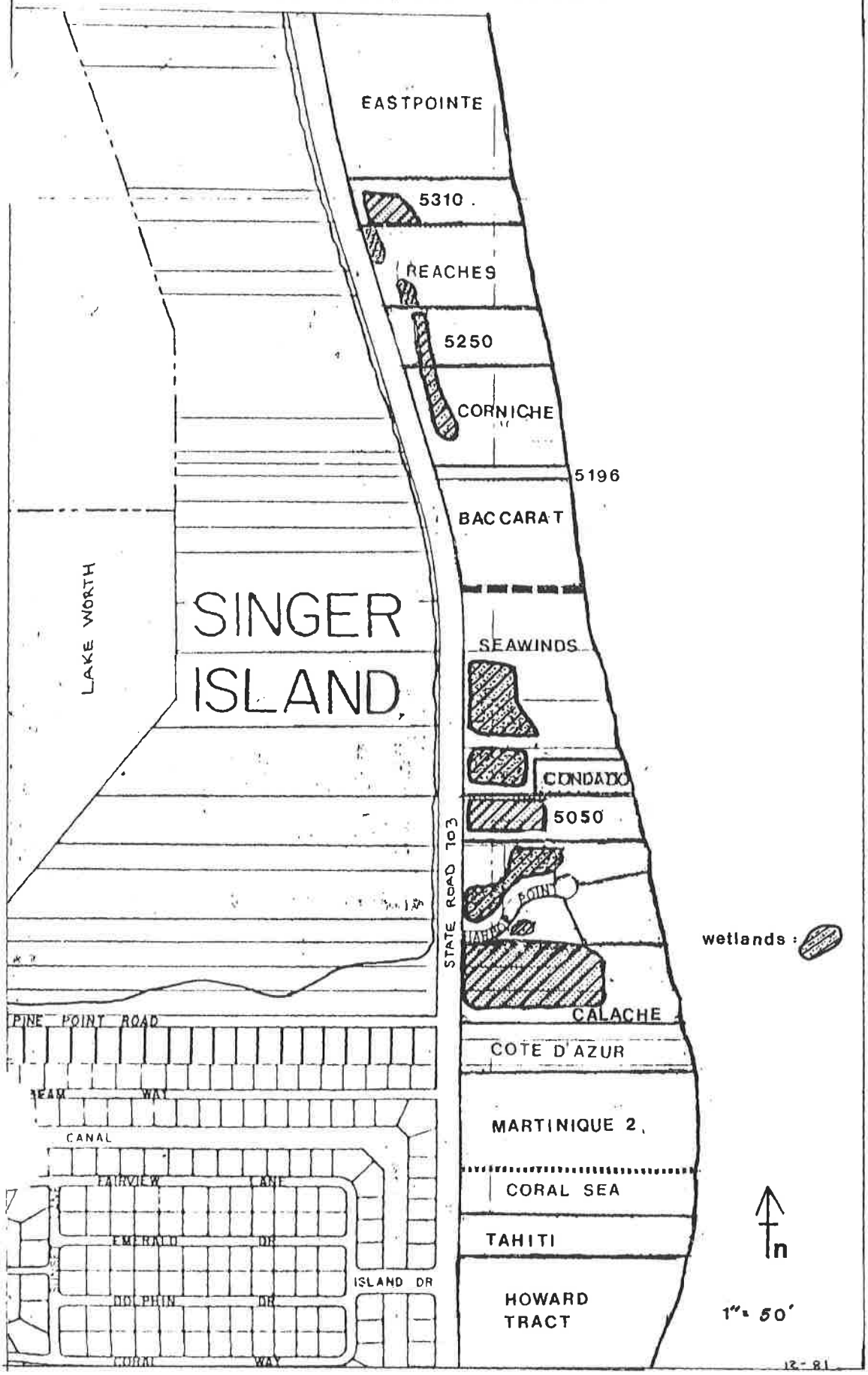
ALTA Commitment (6-17-06)

Ex. D

APPENDIX I

WETLANDS PRESERVATION AREAS
CITY OF RIVIERA BEACH



Ex. D