

**RECEIVED**

STAFF USE ONLY

Intake Date: _____

By Planning and Zoning at 10:13 am, Jan 26, 2017

Petition # _____

Planning & Zoning Department12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications@wellingtonfl.gov**PART 1: PLANNING AND ZONING GENERAL APPLICATION**

(Completed Part 1 and 2 of the Application is required)

INSTRUCTIONS:

1. Date of required pre-application meeting: Various discussions with staff
2. Please complete all questions on the application. If not applicable, indicate with N/A.
3. Provide required attachments as shown on the checklist (Part 2)
4. Check the appropriate type of request (Must complete Part 2 of the application specific to your request):

- | | | |
|---|--|--|
| <input type="checkbox"/> Administrative Appeal | <input type="checkbox"/> Conditional Use/Compatibility Determination | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> Administrative Variance | <input type="checkbox"/> Development Order/Amendment/Other | <input type="checkbox"/> Site Plan/Amendment/Subdivision |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Easement/Right-Of-Way Vacation Abandonment | <input type="checkbox"/> Special Permit Use |
| <input checked="" type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Master Plan/Amendment | <input type="checkbox"/> Unity of Title/Unity of Control/Release |
| <input type="checkbox"/> Comprehensive Plan/Future Land Use Map Amendment | <input type="checkbox"/> Minor Site Plan Amendment | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Bed and Breakfast (Use Site Plan/Amendment Part 2) | | <input type="checkbox"/> Zoning Text Amendment |

Multiple requests may be selected. A completed Part 2 Application for each request shall be submitted with a completed Part 1: Planning and Zoning General Application.

Application Fee: \$ 500.00 (Total fee for all requests)

(Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)

I. PROPERTY OWNER AND AGENT INFORMATION

Property Owner(s) of Record: TM WELLINGTON GREEN MALL, LP

Address: SEE AGENT City: _____ ST: _____ Zip: _____

Phone: _____ Cell: _____

Email Address: _____

Applicant (if other than owner): SEE AGENT

Address: _____ City: _____ ST: _____ Zip: _____

Phone: _____ Cell: _____

Email Address: _____

Agent & Company Name: CHARLES MILLAR OF SHUTTS & BOWEN LLP

Address: 525 OKEECHOBEE BLVD. SUITE 1100 City: WPB ST: FL Zip: 33401

Phone: 671-5853 Cell: _____

Email Address: CMILLAR@SHUTTS.COM

Consultants: If applicable to the request, please attach a separate list of all consultants that will provide information on this request. Include the name, address, telephone number, and fax number as well as the type of professional service provided.

Authorization or Power of Attorney must be attached if applicant is other than owner.

II. REQUEST

A. Describe type of request:

ARB FOR A NEW LEMONGRASS ASIAN BISTRO

III. PROPERTY LOCATION

A. Is the subject property located within one mile of another municipality? ☐ yes ☐ no

If 'yes' please specify: ROYAL PALM BEACH

B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.

PCN: 73-41-44-13-01-007-0060

C. Total Acreage of Subject Property MUPD POD "G" 97 ACRES

D. Project Name: MALL AT WELLINGTON GREEN

E. Project Address: 10312 FOREST HILL BLVD

F. General Location Description (proximity to closest major intersection in miles or fractions thereof):

SW CORNER OF FOREST HILL BLVD & SR 7

IV. LAND USE AND ZONING INFORMATION

A. Zoning Designation: MUPD/PUD Future Land Use Designation: REGIONAL COMMERCIAL/LARGE SACLE

B. Existing Use(s) on Property: MALL AT WELLINGTON GREEN

C. Proposed Use(s): MALL AT WELLINGTON GREEN (NEW LEMONGRASS ASIAN BISTRO RESTAURANT)N/A

D. Do you have a Zoning Confirmation for this project? If so, please attach N/A

V. COMPLIANCE

(Attach additional sheets if necessary)

A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?

☐ yes ☐ no. If no, please explain: N/A

B. Code Enforcement Case Number(s) N/A

C. Report on the status of all previous conditions of approval: N/A

VI. PROJECT HISTORY

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number
SEE ATTACHED				

VII. ADJACENT PROPERTIES

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE	SEE ATTACHED			
NORTH				
SOUTH				
EAST				
WEST				

ADJACENT PROPERTIES

EXISTING LAND USE, FUTURE LAND USE & ZONING

Dir.	Existing Use	Future Land Use	Zoning District
North	Wellington Regional Medical Center (WRMC)	Medical Commercial	Medical Commercial Planned Development (MCPD)
South	Castellina PUD / Village Green Center	Residential "C" / Community Commercial	Planned Unit Development (PUD) / Community Commercial
East	Olympia PUD	Residential "C"	PUD
West	FPL Transmission Lines / Palm Beach Polo and Country Club	Residential / Commercial Recreation	PUD

PROJECT HISTORY

Over the course of the Mall's life, there have been twelve (12) other modifications to the original Development Order. Said amendments include Resolutions:

1. 2000-107
2. 2000-143
3. 2001-112
4. 2002-30
5. 2004-04
6. 2005-124
7. 2005-125
8. 2005-126
9. 2008-03
10. 2008-70
11. 2011-41

SITE HISTORY

On August 26, 1996, the Wellington Green Development of Regional Impact (DRI) was approved by the Palm Beach County Board of County Commissioners (BCC). This approval involved three separate resolutions: (1) Resolution Number R96-1193 to approve a future land use designation of Large Scale Multiple Use (LSMU); (2) Resolution Number R96-1194 to approve seven (7) Multiple Use Planned Developments (MUPD) and one Planned Unit Development (PUD) zoning designation for the internal portions of DRI property; and (3) Resolution Number R96-1195 to approve the overall DRI with conditions. Since 1996, various portions of these resolutions have been amended.

A Public Facilities Agreement (PFA) for the construction of the mall was adopted by Palm Beach County on August 26, 1996 and amended on April 15, 1997. The PFA provided for construction of certain roadway links, intersection improvements and outlined construction phasing based upon traffic performance standards. On September 24, 1997, the County's Development Review Committee (DRC) certified the Wellington Green Preliminary Development Plan on May 27, 1998 and the same body certified the final site plan for the entire 466.3 acre parcel. On December 2, 1999, the last Development Order Amendment adopted by the County contained conditions of approval for development on the subject property and divided the previous DRI conditions into Regional Conditions (RC) and Local Conditions (LC) of approval as adopted by PBC Resolution Number R99-2268. Wellington became the local government with jurisdiction over the Wellington Green DRI on January 1, 2000.

Since initial approval of the DRI, a number of changes to the overall master plan and to specific conditions of approval have been approved by both Palm Beach County and Wellington. In September 2005, Wellington Council approved Resolution 2005-125 to modify and delete conditions and Resolution 2005-126 to consolidate all conditions of approval for the DRI into a single document. In January 2008, Council approved Resolution 2008-03 to add a new point of ingress / egress for MUPD D to Forest Hill Boulevard. On August 12, 2008 Council approved Resolution 2008-70 to remove a small wetland preserve and provide additional access points for MUPD F, amend location of the lake on POD A (NuVista/Devonshire CLF) and add, amend and delete Local Conditions for a Wellington Green Master Sign Plan.

The approved Wellington Green DRI consists of seven MUPDs and one PUD. The six (6) perimeter MUPDs (A-F) and the central mall (G) were approved for a variety of commercial, retail, hotel, office and personal service uses. The PUD portion currently consists of 224.85 acres, with three residential pods (A, B & C) and a variety of features including water management areas, wetland preserves and a small endangered fern preserve. Pod A consists of approximately 46.1 acres and is approved for the 630 unit NuVista/Devonshire Congregate Living Facilities (Resolution 2005-125). Pod B consists of 26.0 acres and is the existing 400 unit Bainbridge at Wellington Green apartment complex. Pod C consists of 17.6 acres with the 273 unit Axis (F.K.A. Camden Court) apartment complex that was approved (Resolution 2011-41).

TM WELLINGTON GREEN MALL, L.P.

VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s)/co-applicant(s) of the entire property referenced in this application or am/are co-owner(s) of a portion of the subject property and are making this application jointly with all other owners. I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington publishing, copying or reproducing any copyrighted document for any third party submitted as part of this application.

I/We, the aforementioned owner(s), do hereby give consent to (Agent/Representatives Name) LAW FIRM OF SHUTTS & BOWEN LLP to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms and/or conditions that may arise as part of the approval of this application for the proposed use. I/we understand and agree that I/we are bound by any such terms and/or conditions that may be required as part of the approval of this application and any such terms and/or conditions are not subject to or contingent upon any other agreements between the co-owners/co-applicants. Failure or refusal of the co-owners/co-applicants to cooperate in satisfying any terms and/or conditions of approval shall not relieve the parties from compliance with same and may result in a revocation of the approvals given for the proposed use.

I/We, the aforementioned co-owner(s)/co-applicant(s) do hereby hold harmless Wellington and its agents, employees, elected officials, advisory board members, affiliates, their respective officers, directors, and representatives from and against all liabilities, damages, claims, suits, matters, causes of action, costs, fees, and expenses whatsoever (including reasonable attorneys' fees and court costs at any trial and appellate levels) arising out of or in connection with the failure of the co-owner(s)/co-applicant(s) to satisfy any terms and/or conditions that may arise as part of the approval of this application for the proposed use.

Signature(s) of Owner(s): [Signature]

Print Name(s): TM WELLINGTON GREEN MALL, L.P.

NOTARY

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17th day of January, 20 17 by

Robert Koys He/She is personally known to me or has produced
drivers license as identification and did/did not take an oath.

[Signature]
(Signature of Notary)

My Commission Expires: _____

(Name – Must be typed, printed, or stamped)



IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Signature(s) of Agent(s):

Print Name(s): CHARLES MILLAR OF SHUTTS & BOWEN LLP

NOTARY

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of January, 2017 by

Charles W. Millar. He/She is personally known to me or has produced

_____ as identification and did/did not take an oath.

Suzanne Thomas
(Signature of Notary)

(Signature of Notary)

My Commission Expires: _____

Suzanne Thomas

(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)





JUSTIFICATION STATEMENT MALL AT WELLINGTON GREEN LEMONGRASS ASIAN BISTRO

VILLAGE OF WELLINGTON ARCHITECTURE REVIEW BOARD ("ARB")

JANUARY 25, 2017

EXECUTIVE SUMMARY

Shutts & Bowen, LLP is the authorized agent for the owner/applicant of the Mall at Wellington Green (TM Wellington Green Mall, L.P., Special Warranty Deed recorded in Official Record Book 27117, Page 1053 of the Public Records of Palm Beach County, FL., recorded on October 24, 2014). The applicant is seeking approval from the Village's Architectural Review Board ("ARB") to redevelop that portion of the area outside of the new Paragon movie theatre as the upscale Lemongrass Asia Bistro. The affected area is all contained within Pod "G" of the Mall at Wellington Green ("Mall"). This request, which seeks ARB approval, is a continuation of the redevelopment of Pod "G" of the Mall at Wellington Green.

The Lemongrass Asian Bistro currently has four (4) locations in South Florida. Those restaurant locations are:

1. Ft. Lauderdale
2. Boca Raton
3. Delray Beach
4. Boynton Beach

The new Wellington restaurant will include an area of approximately 3,282 square feet of indoor space and 560 square feet of outdoor patio space.

COMPLIANCE WITH STANDARDS

- A. The request is completely consistent with the purposes, goals and objectives and policies of the Village's Comprehensive Plan
- B. The application is not nor ever will be in conflict with any portion of the Village's LDR's with the small exception for the Technical Deviation of the sign which is contained within the Development Order
- C. The use is contained within the footprint of the Mall so its compatible and consistent with all surrounding uses
- D. The proposed request is consistent and in compliance with the neighborhood aesthetics

TECHNICAL DEVIATION

Section 7.14.9.C.

The applicant has special signage needs and respectfully submits a request for a Technical Deviation pursuant to Section 7.14.9. - Sign Approval Process and Technical Deviations. The Technical Deviation request applies to the new Lemongrass Asian Bistro sign. The following addresses the Technical Deviation Standards:

- 1. **Prohibited Signs:**
The Lemongrass Asian Bistro sign is not a prohibited sign. The corporate logo identification will be the only sign for customers to identify and locate the new restaurant.
- 2. **Effect of Deviation:**
The requested deviation enhances the aesthetic value of the overall Mall as well as the new restaurant. The new Lemongrass Asian Bistro e will be a unique new feature to the Village and will be a value added addition to the Mall at Wellington Green which justifies the waiver request.
- 3. **Negative Impacts Prohibited:**
The proposed Lemongrass Asian Bistro is not new floor space within the Mall. This "infill" and "redevelopment" portion of the Mall has been occupied by prior tenants. The prior tenants included signage so there are no new and/or negative impacts.

APPLICANT'S REQUEST

This application seeks ARB approval to redevelop that portion of the Mall at Wellington Green for the restaurant area outside of the new Paragon movie theatre. Furthermore, the applicant requests a Technical Deviation (Section 7.14.9.C.) for the proposed signage for the new Lemongrass Asian Bistro. Clearly, the new restaurant will be a value added addition to the Village of Wellington. Moreover, this request is consist with, and in compliance with, the current Development Order for the Mall at Wellington Green.

Return To:

Commonwealth Land Title
2400 Maitland Center Parkway STE-200

Maitland, FL 32751

Attention: Myrna H. Small

File No. 421400153TS

11pgs

d/s

2,387,700

CFN 20140394239

OR BK 27117 PG 1053

RECORDED 10/24/2014 11:41:41

Palm Beach County, Florida

AMT 341,100,000.00

Doc Stamp 2,387,700.00

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1053 - 1063; (11pgs)

This Instrument Was Prepared

By ~~And Should Be Returned~~ WHEN RECORDED RETURN TO:

LAWYERS TITLE/COMMONWEALTH NCS

Jonathan A. Schechter, P.C.

Kirkland & Ellis LLP

601 Lexington Avenue

New York, NY 10022

1050 Wilshire Dr., Ste. 310

Troy, MI 48064

103688

Tax Folio Nos. 73-41-44-13-01-007-0010 (As to Parcel 1)
73-41-44-13-01-007-0050 (As to Parcel 1)
73-41-44-13-01-007-0060 (As to Parcel 2)
73-41-44-13-01-007-0080 (As to Parcel 1)
73-41-44-13-01-023-0000 (As to Parcel 1)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 16th day of October, 2014, by **TJ PALM BEACH ASSOCIATES LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Grantor"), whose mailing address is 200 East Long Lake Road, Bloomfield Hills, Michigan 48304, to **TM WELLINGTON GREEN MALL, L.P.**, a Delaware limited partnership (the "Grantee"), whose mailing address is c/o Starwood Capital Group Global, L.P., 591 West Putnam Avenue, Greenwich, Connecticut 06830.

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's successors and assigns forever, the following described real property situated, lying, and being in Palm Beach County, Florida, and legally described as follows:

See Exhibit "A" attached hereto and made a part hereof (the "Property").

SUBJECT, however, to those matters set forth on Exhibit "B" attached hereto.

TOGETHER with all improvements, easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title, interest, claims, and demands whatsoever of the Grantor, either in law or equity, of, in, and to the Property, with the hereditaments and appurtenances to the Property.


TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

**TJ PALM BEACH ASSOCIATES LIMITED
PARTNERSHIP**, a Delaware limited partnership



Signature of Witness 1

Stephanie M. Dafoe
Print name of Witness 1

By: 

Name: Simon J. Leopold

Title: Authorized Signatory


Signature of Witness 2

Peggy L. Martin
Print name of Witness 2

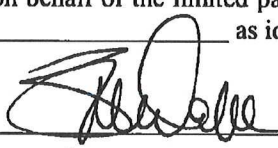
STATE OF MICHIGAN

COUNTY OF OAKLAND

ss.:

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by Simon J. Leopold, as Authorized Signatory of TJ PALM BEACH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the limited partnership. He is personally known to me ☒ or has produced _____ as identification.

OFFICIAL NOTARIAL SEAL:


Stephanie M. Dafoe
(type, print, or stamp name)
Notary Public, State of Michigan

Commission No. _____

My Commission Expires: 9/30/2018

STEPHANIE M. DAFOE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 30, 2018
ACTING IN COUNTY OF

Signature Page to Special Warranty Deed
The Mall at Wellington Green

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

THE MALL AT WELLINGTON GREEN

PARCEL 1: (Fee Simple) Tract G

A parcel of land lying in Section 13, Township 44 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 13; thence North 87°44'43" West along the North line of said Section 13, a distance of 1954.08 feet; thence South 02°15'17" West, a distance of 410.58 feet to the Point of Beginning; thence South 07°14'19" East, a distance of 81.78 feet; thence South 05°07'32" East, a distance of 220.04 feet; thence South 74°59'44" East, a distance of 30.21 feet; thence South 05°06'42" East, a distance of 322.25 feet; thence South 34°51'38" West, a distance of 73.33 feet; thence South 32°54'38" West, a distance of 48.57 feet; thence South 32°28'08" West, a distance of 270.37 feet; thence South 33°08'39" West, a distance of 96.39 feet; thence South 62°37'22" West, a distance of 322.86 feet; thence North 07°29'43" West, a distance of 24.40 feet; thence North 47°22'05" West, a distance of 12.58 feet; thence North 07°29'43" West, a distance of 36.50 feet; thence North 47°29'44" West, a distance of 61.42 feet; thence North 07°29'44" West, a distance of 55.73 feet; thence North 47°29'44" West, a distance of 56.98 feet; thence North 07°29'44" West, a distance of 50.95 feet; thence North 47°29'43" West, a distance of 51.31 feet; thence South 62°30'16" West, a distance of 96.63 feet; thence North 77°10'53" West, a distance of 219.96 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of North 84°03'22" West; thence Southerly along the arc of said curve to the left, having a central angle of 35°34'08" and a radius of 1000.00 feet for an arc distance of 620.80 feet to a point of tangency; thence South 29°37'30" East, a distance of 541.80 feet to a point of curvature of a tangent curve concave to the Northeast; thence Southeasterly along the arc of said curve to the left, having a central angle of 24°20'13" and a radius of 1000.00 feet for an arc distance of 424.76 feet to a point on a non-tangent line; thence North 39°17'22" East, a distance of 230.02 feet; thence North 07°29'43" West, a distance of 46.97 feet; thence North 62°30'16" East, a distance of 64.34 feet; thence North 47°29'44" West, a distance of 46.87 feet; thence North 07°29'44" West, a distance of 63.28 feet; thence North 47°29'44" West, a distance of 65.44 feet; thence North 62°30'16" East, a distance of 39.68 feet; thence North 27°29'44" West, a distance of 65.23 feet; thence North 63°30'17" East, a distance of 315.26 feet; thence South 89°27'43" East, a distance of 91.11 feet; thence South 87°33'15" East, a distance of 267.10 feet; thence South 87°04'00" East, a distance of 51.82 feet; thence North 59°46'12" East, a distance of 35.95 feet; thence South 42°24'54" East, a distance of 688.91 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 45°13'39" East; thence Northeasterly along the arc of said curve to the left, having a central angle of 01°24'44" and a radius of 1000.00 feet for an arc distance of 24.65 feet to a point on a non-tangent line; thence South 49°13'07" East, a distance of 101.35 feet to a point on a curvature of a tangent curve concave to the Northeast; thence Southeasterly along the arc of said curve, to the left, having a central angle of 38°52'55" and a radius of 420.00 feet for an arc distance of 285.02 feet to a point of tangency; thence South 88°06'03" East, a distance of 232.54 feet; thence North

01°53'55" East, a distance of 90.00 feet; thence North 88°06'03" West, a distance of 232.54 feet to a point of curvature of a tangent curve concave to the Northeast; thence Northwesterly along the arc of said curve to the right, having a central angle of 38°52'55" and a radius of 330.00 feet for an arc distance of 223.94 feet to a point of tangency; thence North 49°13'07" West, a distance of 101.35 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 51°47'52" East; thence Northeasterly along the arc of said curve to the left, having a central angle of 32°02'59" and a radius of 1000.00 feet for an arc distance of 559.38 feet to a point on a non-tangent line; thence North 87°18'40" West, a distance of 215.77 feet; thence South 27°35'05" West, a distance of 69.31 feet; thence South 68°27'35" West, a distance of 69.07 feet; thence South 27°35'05" West, a distance of 53.10 feet; thence South 68°27'35" West, a distance of 70.75 feet; thence South 23°49'19" West, a distance of 47.73 feet; thence South 67°58'09" West, a distance of 58.01 feet; thence North 44°15'25" West, a distance of 174.92 feet; thence North 44°14'22" West, a distance of 43.60 feet; thence North 42°04'35" West, a distance of 80.63 feet; thence North 44°14'13" West, a distance of 51.16 feet; thence North 86°21'49" West, a distance of 68.21 feet; thence North 88°54'48" West, a distance of 41.10 feet; thence North 02°30'16" East, a distance of 245.68 feet; thence South 87°29'44" East, a distance of 81.26 feet; thence North 02°30'16" East, a distance of 40.26 feet; thence North 62°38'28" East, a distance of 365.64 feet; thence South 47°32'52" East, a distance of 58.74 feet; thence North 63°36'28" East, a distance of 41.00 feet; thence South 07°37'35" East, a distance of 27.35 feet; thence North 62°30'16" East, a distance of 116.81 feet; thence North 63°07'42" East, a distance of 133.33 feet to a point on the arc of a non-tangent curve concave to the Southwest, a radial line of said curve through said point having a bearing of North 63°07'42" East; thence Southeasterly along the arc of said curve to the right, having a central angle of 05°08'08" a radius of 1000.00 feet for an arc distance of 89.63 feet to a point on a non-tangent line; thence North 65°42'27" East, a distance of 101.04 feet to a point of curvature of a tangent curve concave to the Southeast; thence Northeasterly along the arc of said curve to the right, having a central angle of 26°15'33" and a radius of 330.00 feet for an arc distance of 151.24 feet to a point of tangency; thence South 88°02'00" East, a distance of 160.46 feet; thence North 01°58'00" East, a distance of 712.52 feet; thence North 00°22'03" West, a distance of 28.61 feet to a point on the arc of curve concave to the Southeast, a radial line of said curve through said point having a bearing of North 07°29'20" East; thence Southwesterly along the arc of said curve to the left having a central angle of 39°25'23" and a radius of 518.19 feet for an arc distance of 356.55 feet to a point on a non-tangent line; thence South 31°56'04" East, a distance of 24.89 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 33°09'56" East; thence Southwesterly along the arc of said curve to the right having a central angle of 03°56'48" and a radius of 6168.57 feet and an arc distance of 424.90 feet to a point on a non-tangent line; thence South 29°37'30" East, a distance of 77.70 feet; thence South 62°25'51" West, a distance of 364.11 feet; thence South 47°38'05" East, a distance of 29.34 feet; thence South 63°12'25" West, a distance of 82.51 feet; thence South 07°29'44" East, a distance of 60.48 feet; thence South 63°25'51" West, a distance of 195.01 feet; thence North 27°29'43" West, a distance of 122.90 feet; thence North 89°26'23" West, a distance of 58.29 feet; thence South 47°30'16" West, a distance of 80.66 feet; thence North 42°29'44" West, a distance of 199.00 feet; thence North 47°30'16" East, a distance of 65.50 feet; thence North 47°30'14" East, a distance of 39.75 feet; thence North 42°29'44" West, a distance of 81.20 feet; thence North 05°00'01" West, a distance of 336.92 feet; thence North 84°59'59" East, a distance of 52.20 feet; thence North 64°52'53" East, a distance of 30.66 feet; thence North 04°04'43" West, a distance of 99.12 feet; thence South 74°53'14" East, a

distance of 48.66 feet; thence North 67°21'53" East, a distance of 35.92 feet; thence North 05°03'48" West, a distance of 162.09 feet; thence North 04°41'00" West, a distance of 73.44 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of North 14°03'42" East; thence Westerly along the arc of said curve to the left, having a central angle of 18°15'36" and a radius of 1000.00 feet for an arc distance of 318.70 feet to the Point of Beginning.

TOGETHER WITH:

Parcel G-1, of "WELLINGTON GREEN, A MUPD/PUD" according to the plat thereof recorded in Plat Book 87, pages 81 through 90, inclusive, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

Parcel G-2 of "WELLINGTON GREEN, A MUPD/PUD", according to the plat thereof, recorded in Plat Book 87, pages 81 through 90, inclusive, of the Public Records of Palm Beach County, Florida.

Said lands situate in Palm Beach County, Florida.

PARCEL 2: (Fee Simple) Tract G-5

A parcel of land lying in Section 13, Township 44 South, Range 41 East, being a portion of Tract "G" of "WELLINGTON GREEN, A MUPD/PUD", as recorded in Plat Book 87, pages 81 through 90, inclusive, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 13; thence South 01°58'00" West along the East line of said Section 13 a distance of 1929.46 feet; thence North 88°02'00" West, a distance of 567.52 feet to the Point of Beginning; thence North 87°18'40" West, a distance of 215.77 feet; thence South 27°35'05" West, a distance of 69.31 feet; thence South 68°27'35" West, a distance of 69.07 feet; thence South 27°35'05" West, a distance of 53.10 feet; thence South 68°27'35" West, a distance of 70.75 feet; thence South 23°49'19" West, a distance of 47.73 feet; thence South 67°58'09" West, a distance of 58.01 feet; thence North 44°15'25" West, a distance of 174.92 feet; thence North 44°14'22" West, a distance of 43.60 feet; thence North 42°04'35" West, a distance of 80.63 feet; thence North 44°14'13" West, a distance of 51.16 feet; thence North 86°21'49" West, a distance of 68.21 feet; thence North 88°54'48" West, a distance of 41.10 feet; thence North 02°30'16" East, a distance of 245.68 feet; thence South 87°29'44" East, a distance of 81.26 feet; thence North 02°30'16" East, a distance of 40.26 feet; thence North 62°38'28" East, a distance of 365.64 feet; thence South 47°32'52" East, a distance of 58.74 feet; thence North 63°36'28" East, a distance of 41.00 feet; thence South 07°37'35" East, a distance of 27.35 feet; thence North 62°30'16" East, a distance of 116.81 feet; thence North 63°07'42" East, a distance of 133.33 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of North 63°07'42" East; thence Southerly along the arc of said curve to the right, having a central angle of 33°00'04" and a radius of 1000.00 feet for an arc distance of 575.98 feet to the Point of Beginning; said land

situate in Palm Beach County, Florida, also being described as a portion of Tract G, Wellington Green, a MUPD/PUD, according to the plat thereof, as recorded in Plat Book 87, page 81, of the Public Records of Palm Beach County, Florida.

EASEMENT PARCEL:

TOGETHER WITH APPURTENANT NON-EXCLUSIVE EASEMENTS CREATED IN THE FOLLOWING DOCUMENTS:

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED AS OF OCTOBER 31, 2000, AMONG TJ PALM BEACH ASSOCIATES LIMITED PARTNERSHIP, BURDINES, INC., J.C. PENNEY COMPANY, INC., MERCANTILE KANSAS CITY, INC., MERCANTILE PROPERTIES, INC., MERCANTILE REAL ESTATE CO., INC., THE MAY DEPARTMENT STORES COMPANY AND NORDSTROM INC., RECORDED ON DECEMBER 12, 2000, IN OFFICIAL RECORDS BOOK 12191, PAGE 1524, AND MEMORANDUM OF SUPPLEMENTAL AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12191, PAGE 1812, TOGETHER WITH MEMORANDUM OF FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12528, PAGE 867, TOGETHER WITH FIRST AMENDMENT OF SUPPLEMENTAL AGREEMENT, AS EVIDENCED BY AND TOGETHER WITH FIRST AMENDMENT TO MEMORANDUM OF SUPPLEMENTAL AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 13655, PAGE 508, AS AMENDED BY FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 10, 2002, IN OFFICIAL RECORDS BOOK 14256, PAGE 1899, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED AUGUST 4, 2004, IN OFFICIAL RECORDS BOOK 17350, PAGE 372, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Exhibit B to Special Warranty Deed

Capitalized terms used but not otherwise defined in this Exhibit B to Special Warranty Deed shall have the respective meanings ascribed to them in that certain Purchase and Sale Agreement entered into among SRP TM Holdings, L.P., a Delaware limited partnership, as Purchaser ("Purchaser"), and Grantor and others, as Seller ("Seller"), dated as of June 17, 2014 (as amended or assigned, the "Purchase Agreement"). Purchaser has designated Grantee as a Permitted Title Nominee with respect to the Property pursuant to Section 15.6 of the Purchase Agreement.

1. Non-delinquent real property taxes, water and sewer charges and all assessments (governmental and private) and unpaid installments thereof.
2. Any special assessments of which Seller first received notice after the Effective Date, to the extent the same are not yet due and payable.
3. The rights of tenants under Leases, as tenants only (but including any rights of anchor tenants to buy their pads and parking, if applicable, under Leases), and any matter (other than Permitted Tenant Liens covered by clause (6) below) created by tenants (other than Seller or its affiliates) which they have the right to do pursuant to their Leases and not resulting from or caused by a breach or default by Seller or its affiliates under a Lease or REA.
4. Matters caused, consented to in writing, or created by Purchaser or any of its affiliates or any of Purchaser's Representatives.
5. Matters which Purchaser shall have approved in writing or be deemed to have approved after the Effective Date pursuant to the terms of the Purchase Agreement.
6. Any mechanics' liens relating to work done by or for tenants (including any notices of commencement, notices of furnishings, designation of lien agents or other similar matters relating to the construction of any tenant improvements under the Leases) or judgment liens or other involuntary liens securing a monetary amount created by, through or under a tenant of The Mall at Wellington Green Shopping Center (other than Seller or its affiliates) unless due to the failure of Seller or its affiliate to perform its obligations (the "Permitted Tenant Liens").
7. Restrictions, covenants, conditions, dedications, easements and other matters contained on the Plat of Wellington Green, a MUPD/PUD recorded in Plat Book 87, Page 81, of the Public Records of Palm Beach County, Florida. (As to all Parcels).
8. Easement Agreement recorded in Official Records Book 12727, page 401, as shown on the survey prepared by William Herryman P.E. P.L.S, dated April 22, 2005, last revised May 2, 2005, Project No. 0418051 (the "Survey"). (As to Parcels 1 & 3).
9. Reservations held by Southern States Land and Sales Corporation, a Delaware corporation recorded in Deed Book 765, Page 319, as to undivided 1/2 interest in oil, gas, sulphur and other minerals and mineral rights with the right to mine, drill and extract

same, without right of entry which has been extinguished by authority of Section 704.05 Florida Statutes. (As to all Parcels)

10. Development of Regional Impact Development Order as adopted by Resolution No. 96-1194 dated August 26, 1998 and Resolution 96-1747 dated October 24, 1996 as evidenced by and together with Notice of Adoption of and Amendment to Development Order recorded in Official Records Book 9688, Page 1004, together with Amendments recorded in Official Records Book 14256, Page 1851 and in Official Records Book 17435, Page 1150. (As to all Parcels)
11. Perpetual Easement in favor of State of Florida Department of Transportation recorded in Official Records Book 10199, Page 1791. (As to Parcels 1 and 3)
12. Terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain Declaration of Covenants Restrictions and Easements recorded in Official Records Book 11510, Page 765. (As to all Parcels)
13. Restrictive Covenants and Allocation of Development Rights recorded on December 15, 1999 in Official Records Book 11510, Page 865, together with First Amendment to Restrictive Covenants and Allocation of Development Rights recorded in Official Records Book 12023, Page 201 and Second Amendment to Restrictive Covenants and Allocation of Development Rights recorded in Official Records Book 18032, Page 1470. (As to all Parcels)
14. Terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain Easement, Maintenance and Cost-Sharing Agreement and Covenants recorded on January 7, 2000 in Official Records Book 11551, Page 574, as to Ring Road and Access Roads G-1 through G4. (As to all Parcels)
15. Grant of Conservation Easement recorded in Official Records Book 11564, Page 1539 as to Ring Road and Access Roads G-1 through G-4, as noted on Survey. (As to Parcels 1 and 3)
16. Declaration of Outparcel Restrictions recorded in Official Records Book 12191, Page 1451, together with First Amendment recorded in Official Records Book 12414, Page 1771. (As to Parcel 3)
17. Easement for ingress and egress over Parcel G-3 and a portion of Parcel G as set forth in Warranty Deed recorded in Official Records Book 12191, Page 1497. (as to Parcels 1 and 2).
18. Easement for ingress and egress over Parcel G-4 and a portion of Parcel G as set forth in Warranty Deed recorded in Official Records Book 12191, Page 1508. (As to Parcels 1 and 2).
19. Interest of Lessee together with the terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain unrecorded Land Lease with Nordstrom, Inc., a Washington corporation, dated October

31, 2000, as evidenced and memorialized by that certain Memorandum of Lease recorded in Official Records Book Memorandum of Land Lease to recorded in Official Records Book 12191, Page 1513. (As to all Parcels)

20. Terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 12191, Page 1524, together with Memorandum of First Amendment to Supplemental Agreement recorded in Official Records Book 12528, Page 867; First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 14256, Page 1899; and Assignment and Assumption of Operating Agreements recorded in Official Records Book 17350, Page 372. (As to all Parcels)
21. Terms, covenants, conditions, provisions, rights, duties, obligations and other matters contained in that certain unrecorded Supplemental Agreement as evidenced by and together with that certain Memorandum of Supplemental Agreement recorded in Official Records Book 12191, Page 1812, together with unrecorded First Amendment to Supplemental Agreement, as evidenced by and together with Memorandum of First Amendment to Supplemental Agreement recorded in Official Records Book 12528, Page 867 and together with First Amendment of Supplemental Agreement, as evidenced by and together with First Amendment to Memorandum of Supplemental Agreement recorded in Official Records Book 13655, Page 508. (As to all Parcels)
22. Declaration of Restrictions recorded in Official Records Book 12191, Page 1831. (As to Parcel 3)
23. Resolution No. R2000-107 recorded in Official Records Book 12195, Page 1867. (As to Parcel 3)
24. Water Meter Access Easements recorded in Official Records Book 12426, Page 1246. (As to Parcel 1)
25. Easement over Parcel G-1 as set out and reserved in Warranty Deed recorded in Official Records Book 12517, Page 292. (As to Parcel 1)
26. Easement in favor of the Village of Wellington, a municipal corporation and the Acme Improvement District, a dependent special district recorded in Official Records Book 12727, Page 391. (As to Parcel 2)
27. Easement Agreement in favor of the Village of Wellington, a municipal corporation and the Acme Improvement District, a dependent special district recorded in Official Records Book 12727, Page 381. (As to Parcel 1)
28. Easement Agreement in favor of the Village of Wellington, a municipal corporation and the Acme Improvement District, a dependent special district recorded in Official Records Book 12727, Page 410. (As to Parcels 1 and 3)

29. Water Meter Access Easement in favor of Village of Wellington, a municipal corporation and the Acme Improvement District recorded in Official Records Book 12841, Page 1601. (As to Parcel 2)
30. Easement recorded in Official Records Book 12941, Page 1904. (As to Parcel 1)
31. Easement in favor of Florida Power & Light Company, recorded in Official Records Book 12941, Page 1915. (As to Parcel 2)
32. Easement recorded in Official Records Book 12941, Page 1937. (As to Parcel 1)
33. Grant of Easement recorded in Official Records Book 14962, Page 1180. (As to Parcel 1)
34. Terms, covenants, conditions, provisions, rights, duties, obligations and other matters contained in that certain Restrictive Covenants, Conditions and Reserved Easements shown as Exhibit "A" in that certain Special Warranty Deed recorded in Official Records Book 16336, Page 746, together with Assignment and Assumption of Development Rights and First Amendment recorded in Official Records Book 18843, Page 1817.
35. Terms, covenants, conditions, provisions, rights, duties, obligations and other matters contained in that certain Restrictive Covenants, Conditions and Reserved Easements shown as Exhibit "A" in that certain Special Warranty Deed recorded in Official Records Book 18032, Page 1476, together with Amendment recorded in Official Records Book 20787, Page 589.
36. Access Easement Agreement by and between Wellington MO Partners, L.L.C., a Florida limited liability company and TJ Palm Beach Associates Limited Partnership, a Delaware limited partnership recorded in Official Records Book 19410, Page 810.
37. Access Easement Agreement by and between TJ Palm Beach Associates Limited Partnership, a Delaware limited partnership and Wellington Mall Partners, L.L.C., a Florida limited liability company recorded in Official Records Book 19410, Page 825.
38. Development Order for the Forest Hill/SR7 AKA Wellington Green Development of Regional Impact by Resolution No. R2008-03, together with Notice of Adoption of an Amendment recorded in Official Records Book 22395, Page 347, wherein said Development Order is shown as Exhibit "1" contained therein.
39. Easement for Access by Macy's Florida Stores, LLC, an Ohio limited liability company and Devonshire at Wellington Green, LLC, a Florida limited liability company recorded in Official Records Book 23017, Page 1588. (As to Parcels 1 and 3)
40. Interest of Lessee(s) together with the terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain unrecorded Lease with The Westwood Wellington Restaurant, Inc., a Delaware corporation dated July 14, 2009, as evidenced and memorialized by that certain Memorandum of Lease recorded in Official Records Book 23509, Page 1288. Said Lease

is subject to that certain UCC Financing Statement (on the Leasehold Interest only) recorded in Official Records Book 23954, Page 1337.

41. Interest of Lessee(s) together with the terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain unrecorded Lease with Etro Jacobi Corp., as evidenced by and together with that certain UCC Financing Statement (on the Leasehold Interest only) recorded in Official Records Book 23954, Page 1342.
42. Interest of Lessee(s) together with the terms, covenants, conditions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain unrecorded Lease by and between TJ Palm Beach Associates Limited Partnership, a Delaware limited partnership, Landlord, and H & M Hennes & Mauritz L.P., a New York limited partnership, Tenant, dated June 21, 2013, as evidenced by and together with its own terms, covenants, conditions, provisions, rights, duties, obligations and other matters contained in that certain Subordination, Non-Disturbance and Attornment Agreement recorded August 9, 2013 in Official Records Book 26245, Page 1178.
43. Interest of Lessee(s) together with the terms, covenants, conditions, provisions, rights, duties, obligations and other matters contained in that certain unrecorded Lease by and between T J Palm Beach Associates Limited Partnership, a Delaware limited partnership, as Lessor, and Red Robin International Inc., a Nevada corporation, as Lessee.
44. All matters disclosed by survey prepared by Lawrence E. Jenkins, P.S.M. Florida registration #5364 of Tetra Tech, dated August 6, 2014, last revised October 2, 2014 and designated as Project No. 200-65915-14001.
45. With respect to the Easement Parcel, all other matters of record.