

Ansbro, Tom

From: Eduardo M. Soto <ESoto@wsh-law.com>
Sent: Tuesday, November 26, 2013 2:52 PM
To: Ansbro, Tom
Subject: Meadowbrook Timeline

August 2012

Based on original plans, we reached out to Meadowbrook Lakes View Condominium Association A, Inc. to negotiate a revised easement which would permit access to the pumphouse.

August to September 2012

We heavily negotiated the scope of the easement, the terms, what could be constructed within the easement area (size, scope, etc). The association also required a maintenance agreement which obligated the City to perform certain repairs in and around the easement area.

November 2012

After negotiating the easement and maintenance agreement, we met with the Association to discuss alternatives to the project and the maintenance obligations.

January 2013

The original easement and maintenance agreement were approved and executed by Meadowbrook Lakes View Condominium Association A.

March-April 2013

The original project was redesigned to include additional drainage lines and requiring additional easements. Based on the design, we would require easements from Meadowbrook Lakes View Condominium Association A, Inc.; Meadowbrook Lakes View Condominium Association B, Inc.; and Meadowbrook Lakes View Condominium Association, Inc.

In April, we again met with Association A to discuss the maintenance agreement and revised easement in light of the new project design.

We also began working with Association Inc., and Association B to obtain easements as required for drainage.

May-July

Due to the seasonal residency of many Association B board members, we had a narrow window in which to obtain a quorum for the board meeting, approval of the easement, and negotiate the terms. We reached a final agreement in September and we have the final easement executed and ready for recording. We were able to accomplish this due in large part to the Board's attorney.

Association Inc., claimed that it did not own a portion of the area of the area for which we were seeking an easement, the public records stated otherwise. In September, we met with Mr. Viviano who corrected the error with the Broward County property appraiser (an error which had gone uncorrected for 30 years).

Also, during the summer, the Board of Association A changed. While some of the new board members knew of the prior easement agreement, we had already been discussing an entirely new easement and had to reeducate the members of the Board on the location, size, scope, and purpose of the new easement, we were essentially starting all over again with a new easement and a new board. We negotiated a revised easement, a revised maintenance agreement. Many of the board members, rightfully so, had certain questions about existing sinkholes, drainage line collapses and wanted to make certain that these concerns were being addressed by this new easement.

After renegotiating the easement and maintenance agreement, the Board is required to reapprove the easement documents. This is where we are currently, the Board is pending scheduling the meeting to approve the easement documents. They have been reviewed and approved by their attorney, subject to board approval.

Eduardo M. Soto

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