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AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

October 31, 2018

Barbara J. Myrick, Esq.
General Counsel
Broward County Public Schools
600 SE Third Avenue, 11th Floor
Fort Lauderdale, FL 33301

**Re: City of Lauderhill / Inverrary 441 Trust LLC
Request for Partial Release of School Mitigation Agreement**

Dear Ms. Myrick:

I am writing this letter to request consideration of my Firm's proposed representation in the above referenced matter. The City of Lauderhill (the "City") and Inverrary 441 LLC Trust ("Inverrary 441") has requested a partial release of certain property now owned by Inverrary 441 from the Educational Mitigation Agreement between the City, Broward County and the School Board that encumbers the Inverrary 441 property. The Mitigation Agreement was recorded in September 13, 2007, and Inverrary 441 recently purchased the subject property. The title agent for Inverrary 441 has requested the partial release on behalf of the current owner. The City has requested that the School Board consider this request, if appropriate.

This Firm, through the undersigned counsel, represents the Broward County School Board (the "School Board") as its cadre attorney for concurrency and zoning matters. The Firm, through another attorney in the Firm, has previously represented an individual partner of Inverrary 441. To be clear, the Firm did not represent Inverrary 441 in the purchase of the subject property. Though this is not an actual conflict, the Firm has requested a waiver from that partner of Inverrary 441, which has already been provided.

Pursuant to the Rules of Professional Conduct, an attorney cannot represent any client if the representation of that client will be directly adverse to the interests of another client, unless each client, after consultation, consents to such representation. Although we do not believe the interests of the City or Inverrary 441 and the School Board to be adverse at this time, it is possible that the School Board may make a mitigation claim at a later date against Inverrary 441, thereby creating at least the potential appearance of a conflict.

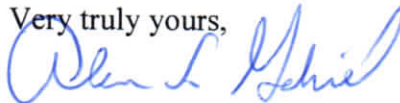
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In an abundance of caution and to avoid any misunderstandings with respect to our representation, we respectfully request your written waiver of any potential conflict of interest. Your countersignature of this letter would confirm your waiver of any potential conflict of interest in the representation of the School Board in this matter.

If the foregoing is acceptable to you, please execute a copy of this letter where indicated and return it to me at your earliest convenience. If at any time you have any questions, or believe that actions have been undertaken that are detrimental to the School Board's interests, we request that you notify us as soon as possible.

We appreciate your continued confidence in us, and we look forward to serving you now and in the future.

Very truly yours,



Alan L. Gabriel

We agree to the terms and provisions of
this letter stated therein:

The Broward School Board

By: _____

Barbara J. Myrick, Esquire
General Counsel

Dated: _____