

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 15, 2011 ☒ Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a Cross Access Easement Agreement with Simpson Enterprises, Inc.;
- B) a Cross Access Easement providing for cross access to, over and across the County's West Jupiter Community Park property and the adjoining property boundary owned by Simpson Enterprises, Inc.;
- C) a Temporary Construction Easement in favor of Simpson Enterprises, Inc. for the installation of driveway improvements at the County's West Jupiter Community Park property; and
- D) a Budget Amendment of \$68,660 in the Public Building Improvement Fund recognizing revenue and establishing a project budget.

Summary: Simpson Enterprises, Inc. (Simpson) owns two lots located on the north side of Indiantown Road between Palm Road and adjacent to the County's +/-8.62-acre West Jupiter Community Park property in the Town of Jupiter. Simpson is developing the two lots as a +/-4,193 square foot bank with drive-thru facilities. As Simpson and the County share a common property boundary, Simpson has requested that the County allow for connection to and use of the County's driveway to Indiantown Road. In exchange Simpson will allow vehicular access between the County's property and Palm Road to the east via Simpson's property. Simpson will require a Temporary Construction Easement (TCE) ranging from 60 to 85 feet wide and 140 feet deep (approximately 8,713 sq. ft.) to allow for Simpson's installation of the cross access driveway and modifications to the County's existing Indiantown Road driveway. A TCE ranging from 25 to 75 feet wide and 25 feet deep (approximately 1,250 sq. ft.) is required to allow for Simpson's installation of improvements to the County's existing Central Boulevard driveway. Staff has negotiated mitigation measures that minimize the impacts of traffic utilizing the Cross Access Easement upon the County's property and operations, including: 1) installation of a concrete wall surrounding the Head Start playground; 2) installation of a guardrail on the County's property opposite the cross access driveway; 3) installation of signage and rumble strips on the County's property at designated pedestrian crossings; and 4) installation of traffic signage at strategic locations on the County's property. Simpson has agreed to provide the County a cash contribution in the amount of \$68,659.23 for the County to install these mitigation measures on the County's property. The easements are being granted to Simpson at no cost on account of mutually beneficial access to the local roadway network, and Simpson's commitment to fund all direct costs associated with installation of the cross access driveway connection and Simpson's agreement to fund the cost of the related mitigation measures. Simpson has provided a Disclosure of Beneficial Interests identifying the two beneficial interest holders in Simpson's lots as Robert E. Deziel and Brenda Simpson. (PREM) District 1 (HJF)

*continued on page 3

Attachments:

1. Location Map
2. Aerial Map Depicting Improvements
3. Cross Access Easement Agreement
4. Cross Access Easement
5. Temporary Construction Easement
6. Budget Amendment
7. Disclosure of Beneficial Interests

Recommended By: KCH

Department Director

Date

10/31/11

Approved By: [Signature]

County Administrator

Date

11/15/11

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	68,659				
Operating Costs					
External Revenues	(68,659)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Budget Amendment will establish the \$68,660 budget for this project. The payment by Simpson will fund the project budget.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

No Fiscal Impact as expenses of \$68,659.23 are being reimbursed by Simpson Enterprise.

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

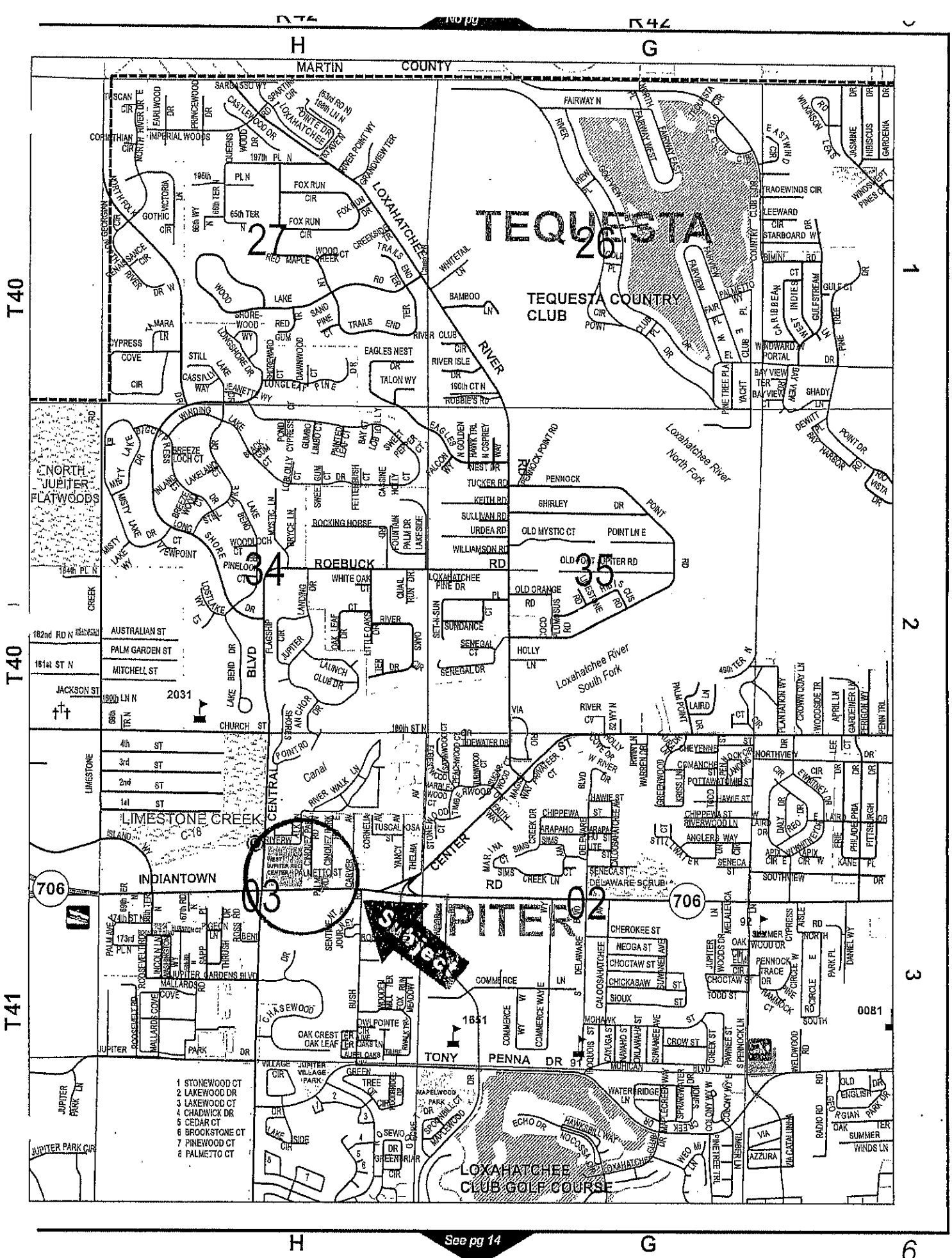
Background & Justification: The County's West Jupiter Community Park property is located at the northeast corner of Indiantown Road and Central Boulevard and supports a 6,080 square foot Head Start building, a 3,314 square foot building that is utilized by the Palm Beach County Health Department, a 14,540 square foot recreation center, and other site improvements. Immediately to the east of the County's property are Simpson's +/- .25 acre lot and +/- .52 acre lot adjacent thereto that formerly supported an automotive repair facility. Simpson has entered into a contract for sale to JPMorgan Chase Bank (Chase) for Chase's pending construction of a bank facility on Simpson's property.

Representatives for Simpson contacted Staff while seeking site plan approval for the proposed bank from the Town of Jupiter. During that approval process, Town staff identified objectives and policies contained within the Town's Comprehensive Plan that encourage interconnected vehicular circulation systems and other access management strategies for development along the Indiantown Road corridor. Accordingly, Town staff voiced a strong preference for Simpson and the County to enter into a Cross Access Easement allowing for joint use of the County's existing Indiantown Road driveway in lieu of Simpson's installation of a separate Indiantown Road driveway for exclusive service to the proposed bank. Florida Department of Transportation (FDOT) expressed intentions to permit Simpson an ingress-only driveway connection to Indiantown Road, but predicated permit issuance upon the County's refusal to grant Simpson the subject Cross Access Easement. The intentions of Town and FDOT staff are to benefit both vehicular and pedestrian circulation along Indiantown Road by minimizing the number of curb cut driveway connections.

Staff met jointly with Simpson, Simpson's representatives and Town staff to further discuss the cross access concept and identify issues in need of further evaluation. Following that meeting Staff consulted with representatives of both Head Start and Parks and Recreation Department to identify any operational concerns arising from cross access. Simpson supplied a professionally prepared traffic analysis projecting traffic volumes at the County's existing driveways to Indiantown Road and Central Boulevard and to verify that no vehicular circulation deficiency would result from the County granting the Cross Access Easement. Simpson has agreed to fully fund and install a +/- 22-foot wide paved vehicular driveway connection between the County's and Simpson's properties, and to replace the existing drop curbs at the existing driveway connections to the County's property with radial returns. Simpson has agreed to coordinate with the County as necessary to successfully complete these improvements without undue impact to County's property or interruption to County's operations. Simpson has also agreed to provide the County a cash contribution in the amount of \$57,216.03 plus a 20% contingency of \$11,443.21, for a total of \$68,659.24, for the County to install mitigation measures interior to the County's property consisting of: 1) a six-foot high concrete wall surrounding the Head Start playground; 2) +/- 160 linear feet of guardrail opposite the cross access driveway; 3) four pedestrian crossing signs and four rumble strips approaching dedicated pedestrian crossings; and 4) three traffic management signs. Any funds remaining upon the County's completion of those interior installations will be returned to Simpson.

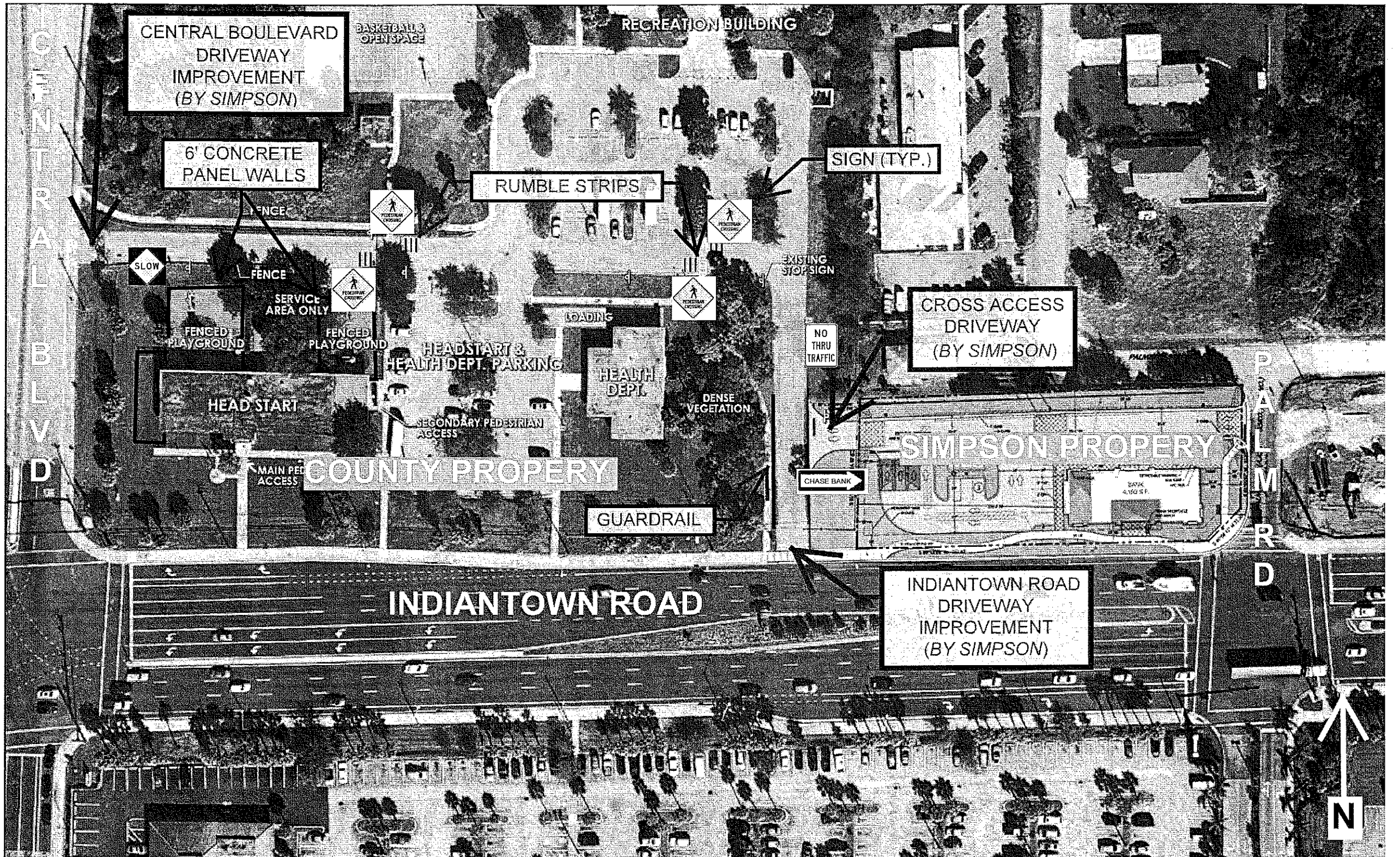
The Cross Access Easement benefits the County's property by providing a direct vehicular connection to Palm Road to the east of Simpson's property. Palm Road intersects Indiantown Road at a signalized intersection at the southeast corner of Simpson's property. Currently, users departing the County's property to proceed eastbound on Indiantown Road must traverse three lanes of westbound traffic on Indiantown Road in a short distance and perform a U-turn at the Central Boulevard/Indiantown Road intersection. Eastbound users must otherwise depart the County's property onto Central Boulevard, proceed approximately 250 feet north to perform a U-turn, followed by an eastbound turn through the Indiantown Road/Central Boulevard intersection. Access to the signalized intersection of Palm Road and Indiantown Road via Simpson's property eliminates the necessity for departing eastbound users to approach the Central Boulevard/Indiantown Road intersection and perform a U-turn movement. The Cross Access Easement would also provide ingress to the County's property from the signalized intersection of Palm Road and Indiantown Road via Simpson's property. Each scenario provides a safe secondary alternative to current conditions that require ingress and egress to Indiantown Road without benefit of dedicated turn lanes or signalization.

Staff believes that the value-added effect of the Cross Access Easement, the cost of the improvements that are stipulated in the Cross Access Easement Agreement and public safety benefits achieved from the Cross Access Easement combine to offset any gains to Simpson to an extent that justifies granting the Cross Access Easement and TCE to Simpson at no cost. Staff further believes that establishing cross access between the two properties will improve current and future traffic circulation in the vicinity of the Indiantown Road/Central Boulevard intersection.



LOCATION MAP

11



CENTRAL BOULEVARD
DRIVEWAY
IMPROVEMENT
(BY SIMPSON)

6' CONCRETE
PANEL WALLS

RUMBLE STRIPS

SIGN (TYP.)

SLOW

FENCE

SERVICE
AREA ONLY

FENCED
PLAYGROUND

FENCED
PLAYGROUND

HEAD START

HEAD START &
HEALTH DEPT. PARKING

LOADING

HEALTH
DEPT.

DENSE
VEGETATION

SECONDARY PEDESTRIAN
ACCESS

MAIN PED
ACCESS

COUNTY PROPERTY

GUARDRAIL

CROSS ACCESS
DRIVEWAY
(BY SIMPSON)

NO
THRU
TRAFFIC

CHASE BANK

SIMPSON PROPERTY

INDIANTOWN ROAD

INDIANTOWN ROAD
DRIVEWAY
IMPROVEMENT
(BY SIMPSON)

N

Prepared by/Return to:

Robert E. Deziel, P.A.
P.O. Box 936
Palm Beach, Florida 33480

Palm Beach County
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

CROSS ACCESS EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") made _____ by and between Simpson Enterprises, Inc., a Florida corporation, whose address is P.O. Box 936, Palm Beach, Florida 33480 ("Simpson") and Palm Beach County, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Palm Beach County"), who recite and provide as follows:

RECITALS

WHEREAS, Simpson owns the property in the Town of Jupiter, Palm Beach County, Florida more particularly described in Exhibit "A" attached hereto (the "Simpson Property");

WHEREAS, Palm Beach County owns the property in the Town of Jupiter, Palm Beach County, Florida more particularly described in Exhibit "B" attached hereto (the "Palm Beach County Property"), which Property is located adjacent to the Simpson Property;

WHEREAS, Simpson and/or JPMorgan Chase Bank, N.A. ("Chase Bank") are intending to construct a bank branch building on the Simpson Property all pursuant to the Site Plan that has been approved by the Town of Jupiter, FL and as depicted on Exhibit "C" attached hereto ("Site Plan");

WHEREAS, the Simpson Property and the Palm Beach County Property share a common boundary line (i.e., the Western property line of the Simpson property and the Eastern property line of the Palm Beach County Property as depicted on the Site Plan) and the parties hereto desire to create a reciprocal easement on the Simpson Property and the Palm Beach County property for the purpose of providing mutual access to, over and across the roads, driveways and walkways of the Simpson Property and the Palm Beach County Property as now exist or hereafter are relocated or constructed thereon; and

WHEREAS, in consideration for Palm Beach County entering into this Agreement Simpson has agreed to make certain improvements to the Palm Beach County Property as well as make a cash contribution to Palm Beach County in order to pay for additional improvements which are to be made to the Palm Beach County Property by Palm Beach County.

NOW THEREFORE, in consideration of the grants and easements herein made and in consideration of TEN DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Simpson and Palm Beach County hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though set forth herein.
2. **Cross Access Easement.** Simpson and Palm Beach County hereby agree, within five (5) days of such form being approved by the Palm Beach County Board of County Commissioners, to execute the form of Cross Access Easement that is attached hereto as Exhibit "D".

3. **Cash Payment for Improvements.** Simpson hereby agrees to pay Palm Beach County the cash sum of \$57,216.03 for the installation of the following improvements which will be made to the Palm Beach County Property by Palm Beach County: (i) \$43,865 for a concrete wall surrounding the Head Start playground; (ii) \$9,800 for a guardrail and guardrail approaches; (iii) \$437.72 for pedestrian signage; (iv) \$313.31 for traffic signage; and (v) \$2,800 for thermoplastic or equivalent rumble strips. Simpson shall be responsible for the cost of approvals as may be required by the Town of Jupiter or any other regulatory agency to lawfully permit the improvements identified in (i) – (v) above. This cost is to be included in a 20% contingency factor. Palm Beach County will administer permitting and installation of these improvements.

The \$57,216.03 amount plus a 20% contingency amount of \$11,443.20 (for permits, cost overruns, etc.) shall be delivered to Palm Beach County at the time the executed Cross Access Easement is delivered to Simpson. The total amount (including contingency) to be delivered to Palm Beach County is \$68,659.23. Palm Beach County shall return any unspent contingency amount to Simpson within ninety (90) days of completion of the above referenced “off-site” improvements by the County.

4. **Completion of Driveway Improvements.** Simpson hereby agrees, at its sole cost and expense, to construct the permanent Driveway Improvements to the Palm Beach County Property that are described in Exhibit “E” (the “Driveway Improvements”). Palm Beach County hereby consents to Simpson and/or Chase Bank or their agents, licensees, contractors and subcontractors entering onto the Palm Beach County Property to perform and complete the construction of the Driveway Improvements; and Simpson agrees that all of such Driveway Improvements shall be completed during the construction of the Chase Bank branch bank building on the Simpson Property and not more than ninety (90) days following the issuance of a Certificate of Occupancy for such building by the Town of Jupiter.
5. **Temporary Construction Easement.** Palm Beach County shall grant to Simpson and Chase Bank, their agents, licensees, contractors, subcontractors, a Temporary Construction Easement over the areas on the Palm Beach County Property outlined as the “Temporary Construction Easement Premises” in Exhibit “F”. Said Easement shall be delivered to Simpson at the time the executed Cross Access Easement is delivered to Simpson, and shall remain valid until completion of the Driveway Improvements that are described in Exhibit “E”. Once commenced, construction of the Driveway Improvements shall be continuously pursued to completion.
6. **No Other Agreements.** Except as provided for in this Agreement and the Exhibits attached hereto, there are no other written, oral or implied easements or agreements between the parties that relate to Simpson Property and Palm Beach County Property.
7. **Florida Laws.** The laws of the State of Florida shall control the construction and interpretation of this agreement. The parties consent and agree to the jurisdiction of the courts of Palm Beach County, Florida for any action brought to enforce the terms of this Easement Agreement.
8. **Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

SIMPSON ENTERPRISES, INC., a Florida corporation

By:

Robert E. Deziel

Signature

Print Name

Title

Robert E. Deziel

President

Alison Teubner

Witness Signature

Alison Teubner

Witness Name Printed

K. Hoffmaster

Witness Signature

K. HOFFMASTER

Witness Name Printed

SEAL



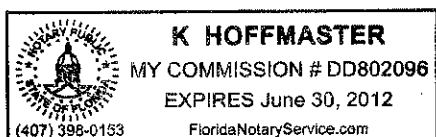
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of November, 2011 by Robert E. Deziel, President of Simpson Enterprises, Inc., a Florida corporation on behalf of the company who ~~is personally known to me~~ OR () who has produced _____ as identification and who () did () did not take a oath.

(Notary Seal)

K. Hoffmaster
Notary Public, State of Florida

K. HOFFMASTER
Type, print or stamp name



Commission Number: DD802096
My Commission Expires: 06-30-12

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
, Chair

**APPROVED AS TO TERMS AND
CONDITIONS**

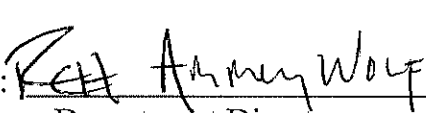
By: 
Department Director

EXHIBIT "A"
TO THE CROSS ACCESS EASEMENT AGREEMENT

SIMPSON PROPERTY LEGAL DESCRIPTION

LOTS 14 AND 15, IN CINQUEZ PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE(S) 81, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 01°30'45" WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 114.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°30'45" WEST, A DISTANCE OF 29.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 92.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 01°05'53" EAST ALONG SAID LOT 15, A DISTANCE OF 27.70 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 92.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 16 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 01°05'53" WEST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 115.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'53" WEST, A DISTANCE OF 27.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 01°05'41" EAST ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 27.01 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 49.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOTS 17 AND 18 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF LOT 17, A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 27.01 FEET TO THE SOUTHWEST CORNER OF LOT 17; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 100.05 FEET TO THE SOUTHEAST CORNER OF LOT 18; THENCE NORTH 01°05'18" EAST, A DISTANCE OF 25.59 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 99.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 19 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 25.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 01°05'07" EAST, A DISTANCE

OF 49.15 FEET; THENCE SOUTH 45°08'41" WEST, A DISTANCE OF 35.00 FEET;
THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF
BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE
ROAD 706.

CONTAINS 0.77 ACRES, MORE OR LESS (OVERALL TOTAL)

EXHIBIT "B"
TO THE CROSS ACCESS EASEMENT AGREEMENT
PALM BEACH COUNTY PROPERTY LEGAL DESCRIPTION

THAT PART OF THE SOUTH 800 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, LYING NORTH OF THE RIGHT-OF-WAY FOR STATE ROAD 706 (INDIANTOWN ROAD) AND EAST OF THE RIGHT-OF-WAY FOR CENTRAL BOULEVARD, PALM BEACH COUNTY, FLORIDA.

SITE PLAN

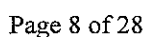


EXHIBIT "D"
TO THE CROSS ACCESS EASEMENT AGREEMENT

CROSS ACCESS EASEMENT

Prepared by/Return to:

Robert E. Deziel, P.A.
P.O. Box 936
Palm Beach, Florida 33480

Palm Beach County
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT ("Easement") is made _____ by and between SIMPSON ENTERPRISES, INC., a Florida corporation, whose address is P.O. Box 936, Palm Beach, Florida 33480 ("Simpson") and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("County").

WITNESSETH:

WHEREAS, Simpson owns the property in Town of Jupiter, Palm Beach County, Florida more particularly described in Attachment "A" hereto (the "Simpson Property"), which Property is to be developed in accordance with the site plan that has been approved by the Town of Jupiter, Florida, a copy of which is attached hereto and made a part hereof as Attachment "C" (the "Site Plan");

WHEREAS, Palm Beach County owns the property in the Town of Jupiter, Palm Beach County, Florida more particularly described in Attachment "B" hereto (the "Palm Beach County Property"), which Property is located adjacent to the Simpson Property;

WHEREAS, the Simpson Property and the Palm Beach County Property share a common boundary line (i.e., the Western property line of the Simpson property and the Eastern property line of the Palm Beach County Property as depicted on the Site Plan) and the parties hereto desire to create a reciprocal easement on the Simpson Property and the Palm Beach County property for the purpose of providing mutual access to, over and across the roads, driveways and walkways of the Simpson Property and the Palm Beach County Property as now exist or hereafter are relocated or constructed thereon;

WHEREAS, Simpson and Palm Beach County have agreed that for the proper development of the Simpson Property and the Palm Beach County Property, the parties will provide for a single mutual and reciprocal cross access driveway for the sole purpose of ingress and egress by and between the Simpson Property and the Palm Beach County Property in the location depicted on the Site Plan. At such time as both Simpson and Palm Beach County have each signed this form of agreement, then Simpson shall construct a driveway on each side of the common property line as depicted on the Site Plan;

WHEREAS, Simpson warrants to Palm Beach County, that Simpson is indefeasibly seized of marketable, fee simple title to the Simpson Property and is the sole owner of and has good right, title, and authority to grant this Easement, that there are no encumbrances of record including, without limitation, mortgages or liens which will have priority over the easement being granted hereby, and that no consent is required from any other party; and

WHEREAS, the parties agree that this Easement shall not be terminated or released unless both Simpson and Palm Beach County agree to such termination or release in writing.

NOW THEREFORE, in consideration of the grants and easements herein made and in consideration of TEN DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Simpson (as to the Simpson Property) and Palm Beach County (as to the Palm Beach County Property) hereby subjects their property to the following agreements:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though set forth herein.
2. **Simpson Property Cross Access Easement.** Simpson hereby dedicates, grants and establishes for the benefit of the Palm Beach County Property, its employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors, and assigns a non-exclusive perpetual easement for a cross access driveway as depicted on the Site Plan for vehicular and pedestrian ingress and egress to and from the Simpson Property, the Palm Beach County Property and public rights-of-way for current and future commercial and/or governmental use over, on and across the driveways, roadways and walkways of the Simpson Property. The easement herein granted shall be deemed an appurtenant easement and shall be binding upon the owner of the Simpson Property and its successors and assigns, and shall run with the land. This Easement may only be modified, amended, terminated or released by a recordable instrument executed by the fee simple owner of the Simpson Property and the Palm Beach County Property.
3. **Palm Beach County Property Cross Access Easement.** Palm Beach County hereby dedicates, grants and establishes for the benefit of the Simpson Property, its employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors, and assigns a non-exclusive perpetual easement for a cross access driveway as depicted on the Site Plan for vehicular and pedestrian ingress and egress to and from the Simpson Property, the Palm Beach County Property and public rights-of-way for current and future commercial and/or governmental uses over, on and across the driveways, roadways and walkways of the Palm Beach County Property. The easement herein granted shall be deemed an appurtenant easement and shall be binding upon the owner of the Palm Beach County Property and its successors and assigns, and shall run with the land. This Easement may only be modified, amended, terminated or released by a recordable instrument executed by the fee simple owner of the Simpson Property and the Palm Beach County Property.
4. **Exclusive Benefit.** Except as otherwise provided herein, the provisions of this agreement are for the exclusive benefit of the owners of the Simpson property and the Palm Beach County Property and not for the benefit of any other person, nor shall this agreement be deemed to have conferred any rights, express or implied, upon any third person, except and only to the extent permitted in this agreement.
5. **No Other Agreements.** Except as provided for in this agreement and depicted on the Site Plan, there are no other written, oral or implied easements or agreements (pedestrian or vehicular) that encumber or create an easement for ingress and egress between the Simpson Property and the Palm Beach County Property.
6. **Use Limitation.** Palm Beach County and Simpson acknowledge and agree that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that neither property may be utilized by the other for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.
7. **Rights Retained by Palm Beach County.** This Easement is entered into with the understanding that the Simpson Property will be developed as a +/-4,193 square foot branch bank building with 3 drive-through lanes, as illustrated by the Site Plan. Any other use of the property shall be limited to a maximum of 15 peak hour/62 daily trips from the Central Boulevard driveway of the Palm Beach County Property and a maximum of 54 peak hour/202 daily trips from the Indiantown Road driveway of the Palm Beach County Property,

unless a modification of the Cross Access Easement Agreement is first approved by the Palm Beach County Board of County Commissioners (BCC), its successors and/or assigns.

8. **Rights Retained by Simpson.** Notwithstanding anything to the contrary herein, the planned construction of the Simpson Property will contain drive-through banking facilities and vehicle stacking lanes to immediately service same. This Easement is deemed not to include such drive-through banking facilities and vehicle stacking lanes to immediately service same.
9. **Maintenance and Repair.** Palm Beach County and Simpson shall each, at their sole cost and expense, pave and keep, maintain and repair their respective driveways, roadways and walkways in good and sightly order, condition and repair, using materials of like kind and quality and maintaining uniformity in appearance and condition. Following construction of the cross access driveway by Simpson, Palm Beach County shall perpetually assume all such responsibility relative to the cross access driveway on the Palm Beach County property. No portion of any driveway, roadway or walkway shall be permitted to fall into disrepair or be closed off, except as necessary while repairs are being performed thereto.
10. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.
11. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.
12. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Easement.
13. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
14. **Governing Law and Venue.** The laws of the State of Florida shall control the construction and interpretation of this agreement. The parties consent and agree to the jurisdiction of the courts of Palm Beach County, Florida for any action brought to enforce the terms of this Easement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

SIMPSON ENTERPRISES, INC., a Florida corporation

By: _____
Signature

Witness Signature

Print Name

Witness Name Printed

Title

Witness Signature

SEAL

Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by Robert E. Deziel, President of Simpson Enterprises, Inc., a Florida corporation on behalf of the company who is personally known to me OR (_____) who has produced _____ as identification and who (_____) did (_____) did not take a oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name

Commission Number: _____

My Commission Expires: _____

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
_____, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

ATTACHMENT "A"
TO THE CROSS ACCESS EASEMENT

SIMPSON PROPERTY LEGAL DESCRIPTION

LOTS 14 AND 15, IN CINQUEZ PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE(S) 81, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 01°30'45" WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 114.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°30'45" WEST, A DISTANCE OF 29.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 92.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 01°05'53" EAST ALONG SAID LOT 15, A DISTANCE OF 27.70 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 92.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 16 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 01°05'53" WEST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 115.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'53" WEST, A DISTANCE OF 27.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 01°05'41" EAST ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 27.01 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 49.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOTS 17 AND 18 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF LOT 17, A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 27.01 FEET TO THE SOUTHWEST CORNER OF LOT 17; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 100.05 FEET TO THE SOUTHEAST CORNER OF LOT 18; THENCE NORTH 01°05'18" EAST, A DISTANCE OF 25.59 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 99.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 19 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 25.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 01°05'07" EAST, A DISTANCE

OF 49.15 FEET; THENCE SOUTH 45°08'41" WEST, A DISTANCE OF 35.00 FEET;
THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF
BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE
ROAD 706.

CONTAINS 0.77 ACRES, MORE OR LESS (OVERALL TOTAL)

ATTACHMENT "B"
TO THE CROSS ACCESS EASEMENT

PALM BEACH COUNTY PROPERTY LEGAL DESCRIPTION

THAT PART OF THE SOUTH 800 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, LYING NORTH OF THE RIGHT-OF-WAY FOR STATE ROAD 706 (INDIANTOWN ROAD) AND EAST OF THE RIGHT-OF-WAY FOR CENTRAL BOULEVARD, PALM BEACH COUNTY, FLORIDA.

ATTACHMENT "C" TO THE CROSS ACCESS EASEMENT

SITE PLAN

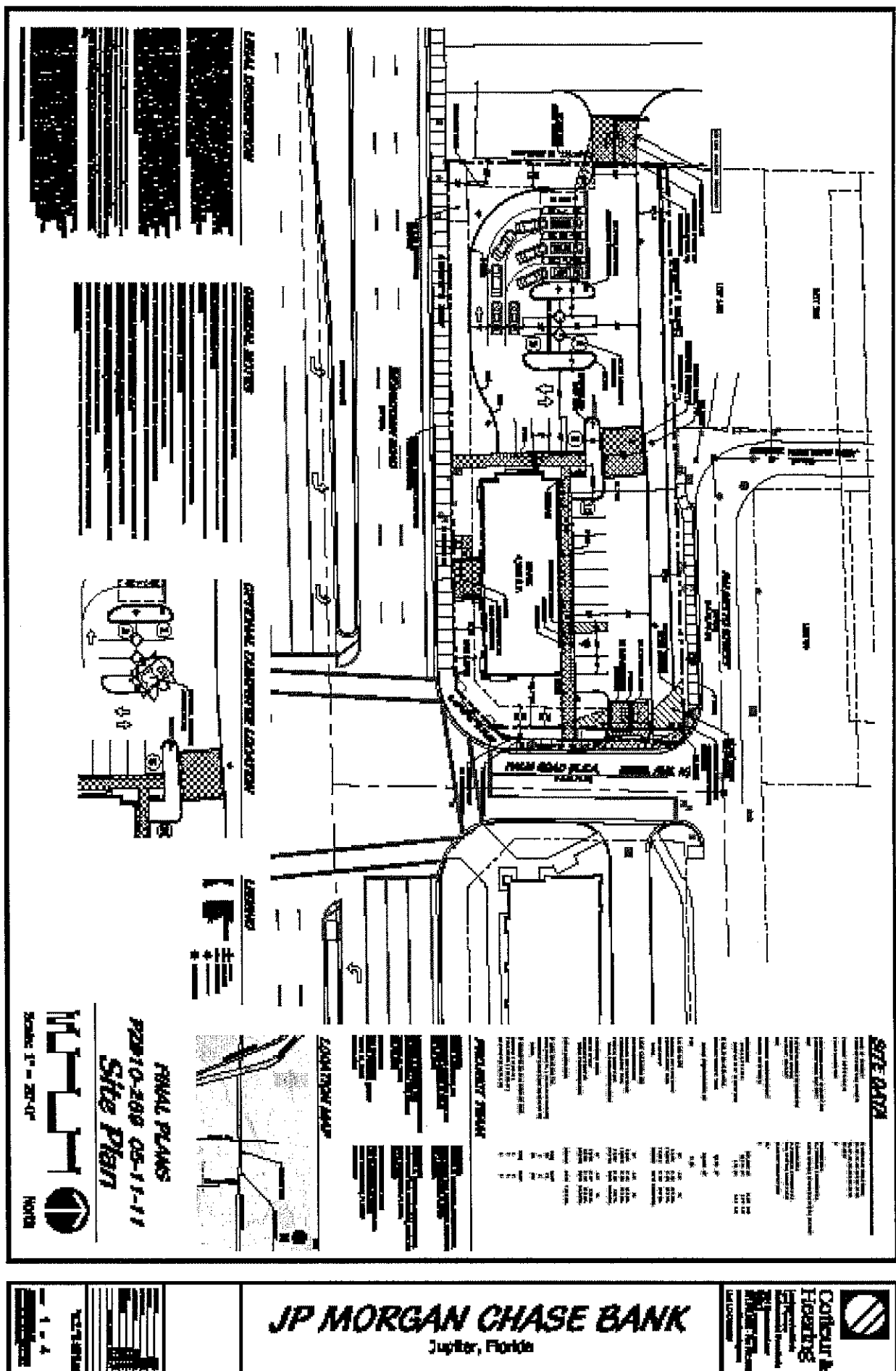


EXHIBIT "E"
TO THE CROSS ACCESS EASEMENT AGREEMENT

DRIVEWAY IMPROVEMENTS

1. Simpson and/or Chase Bank will be responsible for improving the Central Boulevard driveway of the Palm Beach County Property to Palm Beach County's "intermediate driveway" standards as described in Section 300 of the County's Land Development Design Standards Manual, which shall include (but not necessarily limited to) replacement of the existing drop curb with radial returns. Simpson and/or Chase Bank shall obtain the required permit(s) and make improvements at its sole cost and expense.
2. Simpson and/or Chase Bank will be responsible for converting the Indiantown Road driveway of the Palm Beach County Property to an access with radial returns. Design of radial returns shall comply with Index No. 515 of 2010 FDOT Design Standards and any additional permit requirements. Payment of any/all fees and cost of improvements that FDOT may require as permit requirements and/or conditions will be the responsibility of Simpson and/or Chase Bank.
3. Simpson and/or Chase Bank will be responsible for all permitting, costs and construction of the cross access connection between the Palm Beach County Property and Simpson Property and any/all related restorations. Prior to commencement of construction of the cross access connection, Simpson and/or Chase Bank will provide written documentation prepared by a licensed engineer and to the satisfaction of Palm Beach County confirming that installation of the cross access connection will not reduce the drainage capacity or otherwise adversely impact the existing storm water management system of the Palm Beach County Property.
4. Construction of improvements identified in 1, 2 and 3 above shall be conducted during the construction of the Chase Bank branch bank building on the Simpson Property, and conclude: 1) not more than ninety (90) days following the issuance of a Certificate of Occupancy for such building by the Town of Jupiter and 2) such that no regulatory requirement(s) or violation(s) is left outstanding.
5. Written notice shall be given to Palm Beach County not less than thirty (30) days prior to commencement of construction of the improvements identified in 1, 2 and 3 above, and Simpson and/or Chase Bank will coordinate with Palm Beach County to eliminate or minimize to the greatest extent possible any adverse operational impacts for the duration of construction of any/all of those improvements.

EXHIBIT "F"
TO THE CROSS ACCESS EASEMENT AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT

Prepared by & Return to:
Ross C. Hering, Director
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 30-42-41-03-00-000-1100

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and **SIMPSON ENTERPRISES, INC.**, a Florida corporation, whose mailing address is P.O. Box 936 Palm Beach, FL 33480 ("Grantee").

RECITALS

Whereas, Grantee is the owner of the land described in Attachment "A" hereto (the "Grantee's Property");

Whereas, County is the owner of the land described in Attachment "B" hereto (the "County Property"); and,

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to construct certain permanent driveway improvements on County's Property for the benefit of the Grantee's and the County's Property.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property legally described in Attachment "C" hereto (the "Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely to construct the permanent driveway improvements pursuant to that certain Cross Access Easement Agreement dated _____ between the County and Grantee (the "Project"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the Grantee's completion of the Project. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. Conditions to Right of Usage. Grantee shall obtain from the County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. Approval shall be obtained from Town of Jupiter, Palm Beach County and/or Florida Department of Transportation (FDOT), as applicable. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall install a construction fence to secure the Easement Premises area. Grantee shall give County thirty (30) days written notice prior to commencement of construction. Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. Location of Existing Utilities. Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the utility facilities within the Easement Premises and shall conduct and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

6. **Personal Property.** County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

8. **Insurance.** Grantee shall provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages.

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 16 below prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee is responsible for ensuring that any contractor or subcontractor entering the Easement Premises on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 8.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

9. **Indemnification.** Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes.

10. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

11. **Time of Essence.** The parties expressly agree that time is of the essence in this Agreement.

12. **Matters of Record.** Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

14. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Easement and the same shall remain in full force and effect.

15. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Easement.

16. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax 561-355-4398

Grantee:

Simpson Enterprises, Inc.
P.O. Box 936
Palm Beach, FL 33480
Telephone: 561-346-0105
Email: red@dezielcompany.com

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

17. **Default.** In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

18. **Governing Law & Venue.** This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

19. **Prohibition Against Assignment.** This Easement may not be assigned by Grantee.

20. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

21. **Reservation of Rights.** County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

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IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Grantee:

SIMPSON ENTERPRISES, INC.

Witness Signature

By: _____
Signature

Witness Name Printed

Print Name

Title

Witness Signature

SEAL

Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____, of _____ a _____ (____) who is personally known to me OR (____) who has produced _____ as identification and who (____) did (____) did not take a oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name

Commission Number: _____

My Commission Expires: _____

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
, Chair

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

ATTACHMENT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT

GRANTEE'S PROPERTY

LOTS 14 AND 15, IN CINQUEZ PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE(S) 81, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AND LOT 16 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

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THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706.

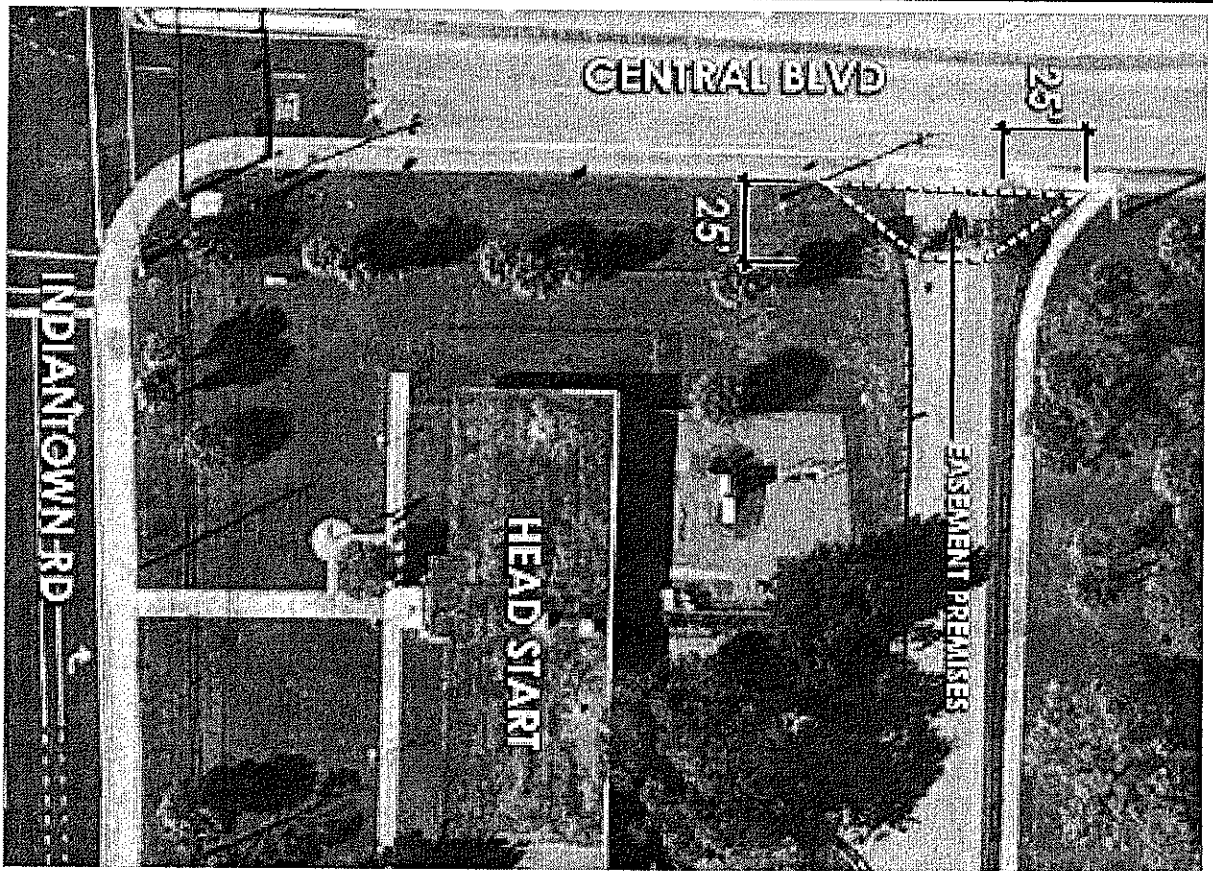
CONTAINS 0.77 ACRES, MORE OR LESS (OVERALL TOTAL)

ATTACHMENT "B"
TO THE TEMPORARY CONSTRUCTION EASEMENT

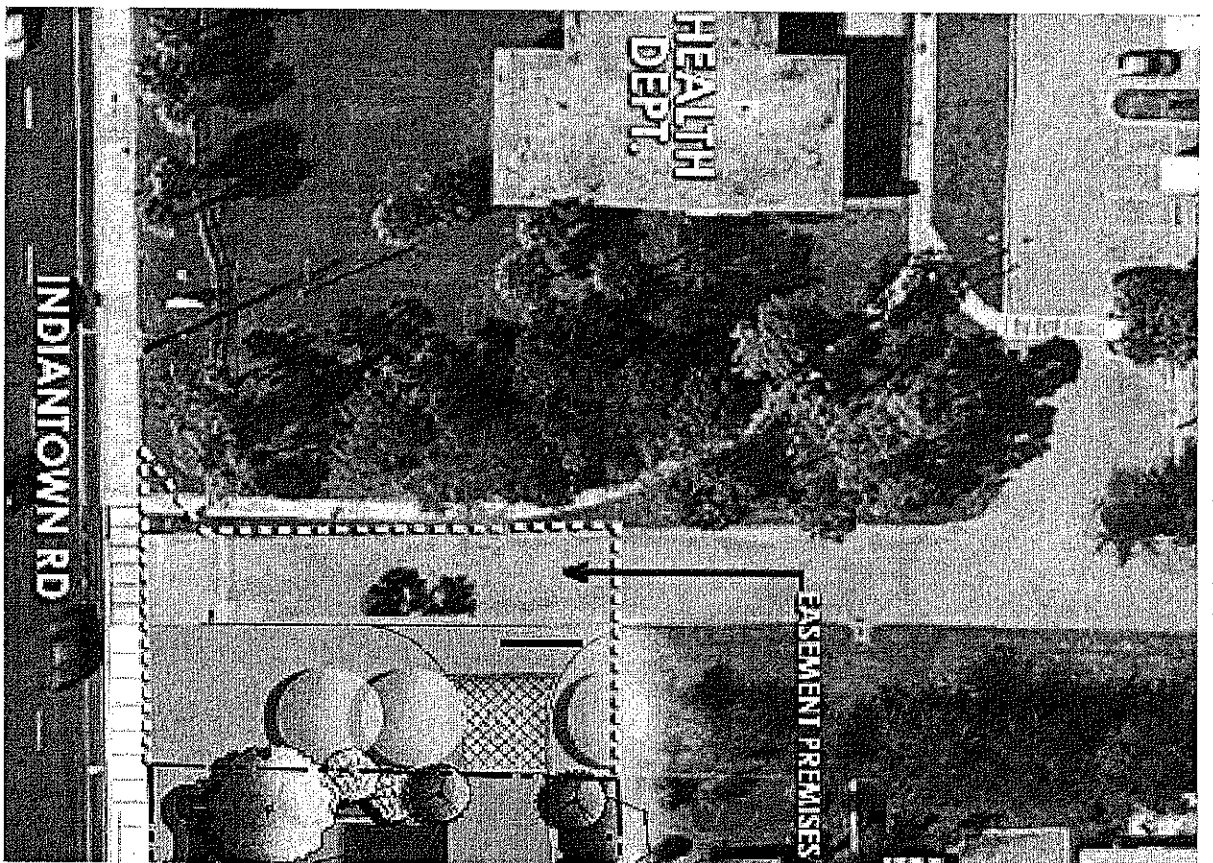
COUNTY'S PROPERTY

THAT PART OF THE SOUTH 800 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, LYING NORTH OF THE RIGHT-OF-WAY FOR STATE ROAD 706 (INDIANTOWN ROAD) AND EAST OF THE RIGHT-OF-WAY FOR CENTRAL BOULEVARD, PALM BEACH COUNTY, FLORIDA.

ATTACHMENT "C"
 TO THE TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY CONSTRUCTION EASEMENT PREMISES



CENTRAL BLVD TEMPORARY CONSTRUCTION EASEMENT
 R42E T41S S3



INDIANTOWN RD TEMPORARY CONSTRUCTION EASEMENT
 R42E T41S S3

*Temporary Construction Easement
 Easement Premises*

**Colleur
 Hearing**
 Hearing & Speech
 Language & Hearing
 Center
 2125 N. Lincoln Ave.
 Suite 100
 Olathe, MO 64662
 816.431.1234

06.27.11

Prepared by/Return to:

Robert E. Deziel, P.A.
P.O. Box 936
Palm Beach, Florida 33480

Palm Beach County
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT ("Easement") is made _____ by and between SIMPSON ENTERPRISES, INC., a Florida corporation, whose address is P.O. Box 936, Palm Beach, Florida 33480 ("Simpson") and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("County").

WITNESSETH:

WHEREAS, Simpson owns the property in Town of Jupiter, Palm Beach County, Florida more particularly described in Attachment "A" hereto (the "Simpson Property"), which Property is to be developed in accordance with the site plan that has been approved by the Town of Jupiter, Florida, a copy of which is attached hereto and made a part hereof as Attachment "C" (the "Site Plan");

WHEREAS, Palm Beach County owns the property in the Town of Jupiter, Palm Beach County, Florida more particularly described in Attachment "B" hereto (the "Palm Beach County Property"), which Property is located adjacent to the Simpson Property;

WHEREAS, the Simpson Property and the Palm Beach County Property share a common boundary line (i.e., the Western property line of the Simpson property and the Eastern property line of the Palm Beach County Property as depicted on the Site Plan) and the parties hereto desire to create a reciprocal easement on the Simpson Property and the Palm Beach County property for the purpose of providing mutual access to, over and across the roads, driveways and walkways of the Simpson Property and the Palm Beach County Property as now exist or hereafter are relocated or constructed thereon;

WHEREAS, Simpson and Palm Beach County have agreed that for the proper development of the Simpson Property and the Palm Beach County Property, the parties will provide for a single mutual and reciprocal cross access driveway for the sole purpose of ingress and egress by and between the Simpson Property and the Palm Beach County Property in the location depicted on the Site Plan. At such time as both Simpson and Palm Beach County have each signed this form of agreement, then Simpson shall construct a driveway on each side of the common property line as depicted on the Site Plan;

WHEREAS, Simpson warrants to Palm Beach County, that Simpson is indefeasibly seized of marketable, fee simple title to the Simpson Property and is the sole owner of and has good right, title, and authority to grant this Easement, that there are no encumbrances of record including, without limitation, mortgages or liens which will have priority over the easement being granted hereby, and that no consent is required from any other party; and

WHEREAS, the parties agree that this Easement shall not be terminated or released unless both Simpson and Palm Beach County agree to such termination or release in writing.

NOW THEREFORE, in consideration of the grants and easements herein made and in consideration of TEN DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Simpson (as

to the Simpson Property) and Palm Beach County (as to the Palm Beach County Property) hereby subjects their property to the following agreements:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though set forth herein.
2. **Simpson Property Cross Access Easement.** Simpson hereby dedicates, grants and establishes for the benefit of the Palm Beach County Property, its employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors, and assigns a non-exclusive perpetual easement for a cross access driveway as depicted on the Site Plan for vehicular and pedestrian ingress and egress to and from the Simpson Property, the Palm Beach County Property and public rights-of-way for current and future commercial and/or governmental use over, on and across the driveways, roadways and walkways of the Simpson Property. The easement herein granted shall be deemed an appurtenant easement and shall be binding upon the owner of the Simpson Property and its successors and assigns, and shall run with the land. This Easement may only be modified, amended, terminated or released by a recordable instrument executed by the fee simple owner of the Simpson Property and the Palm Beach County Property.
3. **Palm Beach County Property Cross Access Easement.** Palm Beach County hereby dedicates, grants and establishes for the benefit of the Simpson Property, its employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors, and assigns a non-exclusive perpetual easement for a cross access driveway as depicted on the Site Plan for vehicular and pedestrian ingress and egress to and from the Simpson Property, the Palm Beach County Property and public rights-of-way for current and future commercial and/or governmental uses over, on and across the driveways, roadways and walkways of the Palm Beach County Property. The easement herein granted shall be deemed an appurtenant easement and shall be binding upon the owner of the Palm Beach County Property and its successors and assigns, and shall run with the land. This Easement may only be modified, amended, terminated or released by a recordable instrument executed by the fee simple owner of the Simpson Property and the Palm Beach County Property.
4. **Exclusive Benefit.** Except as otherwise provided herein, the provisions of this agreement are for the exclusive benefit of the owners of the Simpson property and the Palm Beach County Property and not for the benefit of any other person, nor shall this agreement be deemed to have conferred any rights, express or implied, upon any third person, except and only to the extent permitted in this agreement.
5. **No Other Agreements.** Except as provided for in this agreement and depicted on the Site Plan, there are no other written, oral or implied easements or agreements (pedestrian or vehicular) that encumber or create an easement for ingress and egress between the Simpson Property and the Palm Beach County Property.
6. **Use Limitation.** Palm Beach County and Simpson acknowledge and agree that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that neither property may be utilized by the other for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.
7. **Rights Retained by Palm Beach County.** This Easement is entered into with the understanding that the Simpson Property will be developed as a +/-4,193 square foot branch bank building with 3 drive-through lanes, as illustrated by the Site Plan. Any other use of the property shall be limited to a maximum of 15 peak hour/62 daily trips from the Central Boulevard driveway of the Palm Beach County Property and a maximum of 54 peak hour/202 daily trips from the Indiantown Road driveway of the Palm Beach County Property, unless a modification of the Cross Access Easement Agreement is first approved by the Palm Beach County Board of County Commissioners (BCC), its successors and/or assigns.
8. **Rights Retained by Simpson.** Notwithstanding anything to the contrary herein, the planned construction of the Simpson Property will contain drive-through banking facilities and vehicle stacking lanes to immediately service same. This Easement is deemed not to

include such drive-through banking facilities and vehicle stacking lanes to immediately service same.

9. **Maintenance and Repair.** Palm Beach County and Simpson shall each, at their sole cost and expense, pave and keep, maintain and repair their respective driveways, roadways and walkways in good and sightly order, condition and repair, using materials of like kind and quality and maintaining uniformity in appearance and condition. Following construction of the cross access driveway by Simpson, Palm Beach County shall perpetually assume all such responsibility relative to the cross access driveway on the Palm Beach County property. No portion of any driveway, roadway or walkway shall be permitted to fall into disrepair or be closed off, except as necessary while repairs are being performed thereto.
10. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.
11. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.
12. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Easement.
13. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
14. **Governing Law and Venue.** The laws of the State of Florida shall control the construction and interpretation of this agreement. The parties consent and agree to the jurisdiction of the courts of Palm Beach County, Florida for any action brought to enforce the terms of this Easement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

SIMPSON ENTERPRISES, INC., a Florida corporation

By:

Signature

Print Name

Title

Witness Signature

Witness Name Printed

Witness Signature

Witness Name Printed

SEAL



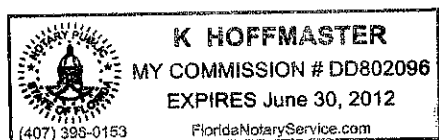
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of November, 2011 by Robert E. Deziel, President of Simpson Enterprises, Inc., a Florida corporation on behalf of the company who is personally known to me OR () who has produced _____ as identification and who () did () did not take a oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name



Commission Number: DD802096
My Commission Expires: 06-30-12

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

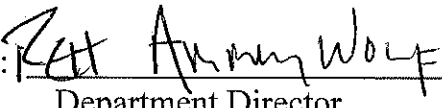
Witness Signature

Print Witness Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Department Director

ATTACHMENT "A"
TO THE CROSS ACCESS EASEMENT

SIMPSON PROPERTY LEGAL DESCRIPTION

LOTS 14 AND 15, IN CINQUEZ PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE(S) 81, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 01°30'45" WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 114.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°30'45" WEST, A DISTANCE OF 29.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 92.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 01°05'53" EAST ALONG SAID LOT 15, A DISTANCE OF 27.70 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 92.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 16 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 01°05'53" WEST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 115.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'53" WEST, A DISTANCE OF 27.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 01°05'41" EAST ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 27.01 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 49.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOTS 17 AND 18 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF LOT 17, A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 27.01 FEET TO THE SOUTHWEST CORNER OF LOT 17; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 100.05 FEET TO THE SOUTHEAST CORNER OF LOT 18; THENCE NORTH 01°05'18" EAST, A DISTANCE OF 25.59 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 99.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 19 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 25.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 01°05'07" EAST, A DISTANCE

OF 49.15 FEET; THENCE SOUTH 45°08'41" WEST, A DISTANCE OF 35.00 FEET;
THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF
BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE
ROAD 706.

CONTAINS 0.77 ACRES, MORE OR LESS (OVERALL TOTAL)

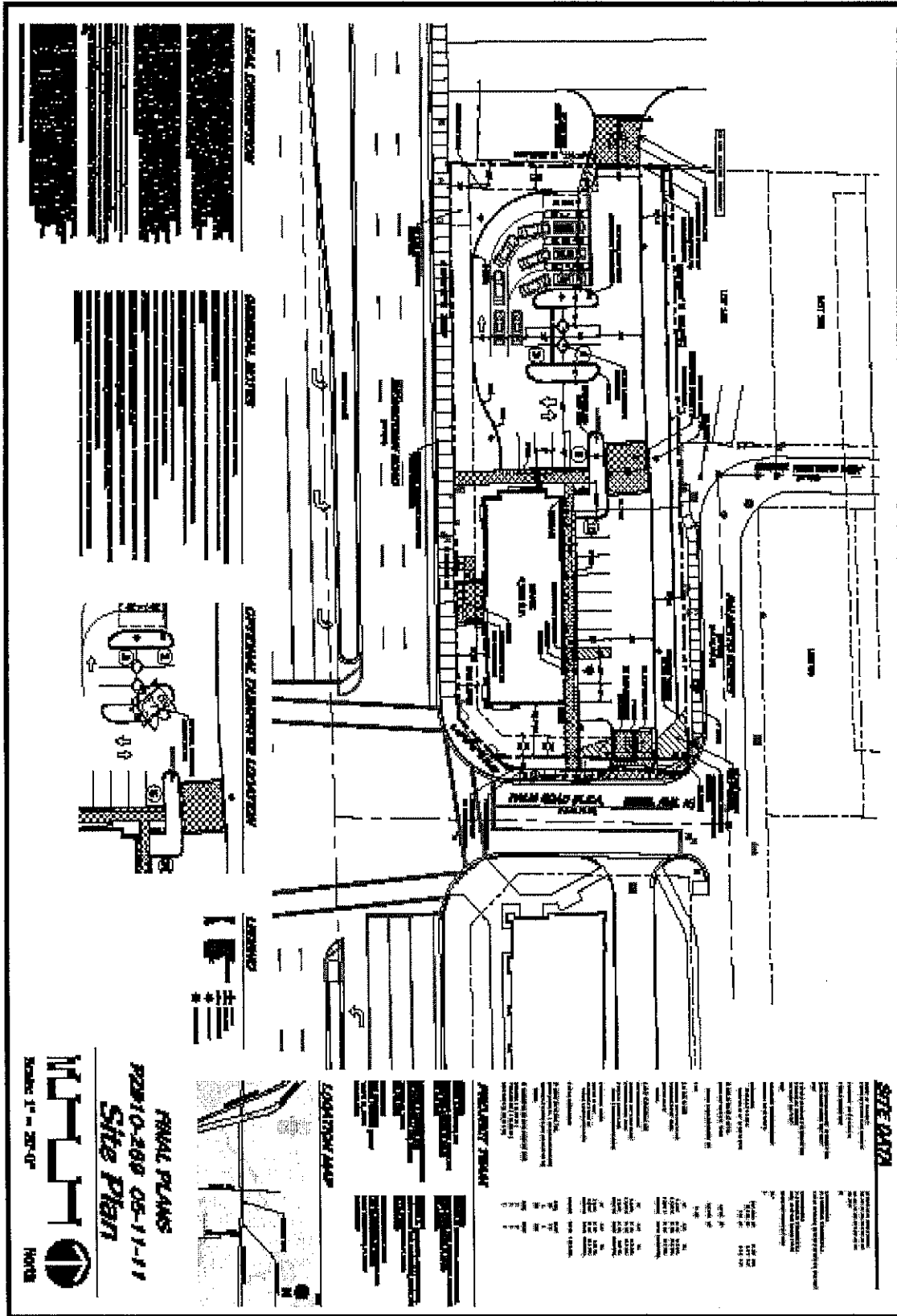
ATTACHMENT "B"
TO THE CROSS ACCESS EASEMENT

PALM BEACH COUNTY PROPERTY LEGAL DESCRIPTION

THAT PART OF THE SOUTH 800 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, LYING NORTH OF THE RIGHT-OF-WAY FOR STATE ROAD 706 (INDIANTOWN ROAD) AND EAST OF THE RIGHT-OF-WAY FOR CENTRAL BOULEVARD, PALM BEACH COUNTY, FLORIDA.

ATTACHMENT "C" TO THE CROSS ACCESS EASEMENT

SITE PLAN





JP MORGAN CHASE BANK
Jupiter, Florida

CONTOUR & HEATING
P2010-080 05-11-11
Site Plan

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and **SIMPSON ENTERPRISES, INC.**, a Florida corporation, whose mailing address is P.O. Box 936 Palm Beach, FL 33480 ("Grantee").

RECITALS

Whereas, Grantee is the owner of the land described in Attachment "A" hereto (the "Grantee's Property");

Whereas, County is the owner of the land described in Attachment "B" hereto (the "County Property"); and,

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to construct certain permanent driveway improvements on County's Property for the benefit of the Grantee's and the County's Property.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property legally described in Attachment "C" hereto (the "Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely to construct the permanent driveway improvements pursuant to that certain Cross Access Easement Agreement dated _____ between the County and Grantee (the "Project"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the Project. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. **Conditions to Right of Usage.** Grantee shall obtain from the County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. Approval shall be obtained from Town of Jupiter, Palm Beach County and/or Florida Department of Transportation (FDOT), as applicable. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall install a construction fence to secure the Easement Premises area. Grantee shall give County thirty (30) days written notice prior to commencement of construction. Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the utility facilities within the Easement Premises and shall conduct and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

6. **Personal Property.** County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

8. **Insurance.** Grantee shall provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages.

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 16 below prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee is responsible for ensuring that any contractor or subcontractor entering the Easement Premises on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 8.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

9. **Indemnification.** Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes.

10. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

11. **Time of Essence.** The parties expressly agree that time is of the essence in this Agreement.

12. **Matters of Record.** Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

14. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Easement and the same shall remain in full force and effect.

15. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Easement.

16. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax 561-355-4398

Grantee:

Simpson Enterprises, Inc.
P.O. Box 936__
Palm Beach, FL 33480
Telephone: 561-346-0105
Email: red@dezielcompany.com

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

17. Default. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

18. Governing Law & Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

19. Prohibition Against Assignment. This Easement may not be assigned by Grantee.

20. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

21. Reservation of Rights. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

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IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness Signature
Alison Tubner
Witness Name Printed

[Signature]
Witness Signature
K. Hoffmaster
Witness Name Printed

Grantee:

SIMPSON ENTERPRISES, INC.
By: [Signature]
Signature
Robert Deriel
Print Name
President
Title

SEAL



STATE OF FLORIDA
COUNTY OF PALM BEACH

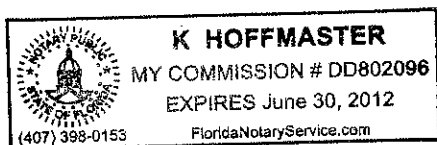
The foregoing instrument was acknowledged before me this 4th day of November, 2011, by Robert Deriel, the President, of Simpson Enterprises, Inc. a Florida Corporation (☒) who is personally known to me OR (☐) who has produced _____ as identification and who (☐) did (☐) did not take a oath.

(Notary Seal)

[Signature]
Notary Public, State of Florida

K. Hoffmaster
Type, print or stamp name

Commission Number: DD802096
My Commission Expires: 06-30-12



ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

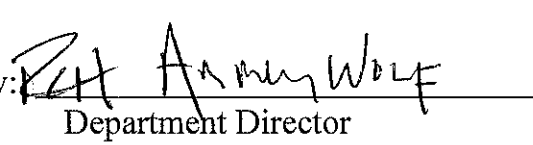
By:  _____
Assistant County Attorney

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
, Chair

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  _____
Department Director

ATTACHMENT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT

GRANTEE'S PROPERTY

LOTS 14 AND 15, IN CINQUEZ PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE(S) 81, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 01°30'45" WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 114.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°30'45" WEST, A DISTANCE OF 29.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 92.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 01°05'53" EAST ALONG SAID LOT 15, A DISTANCE OF 27.70 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 92.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 16 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 01°05'53" WEST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 115.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'53" WEST, A DISTANCE OF 27.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 01°05'41" EAST ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 27.01 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 49.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOTS 17 AND 18 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF LOT 17, A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 27.01 FEET TO THE SOUTHWEST CORNER OF LOT 17; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 100.05 FEET TO THE SOUTHEAST CORNER OF LOT 18; THENCE NORTH 01°05'18" EAST, A DISTANCE OF 25.59 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 99.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 19 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 25.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 01°05'07" EAST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 45°08'41" WEST, A DISTANCE OF 35.00 FEET;

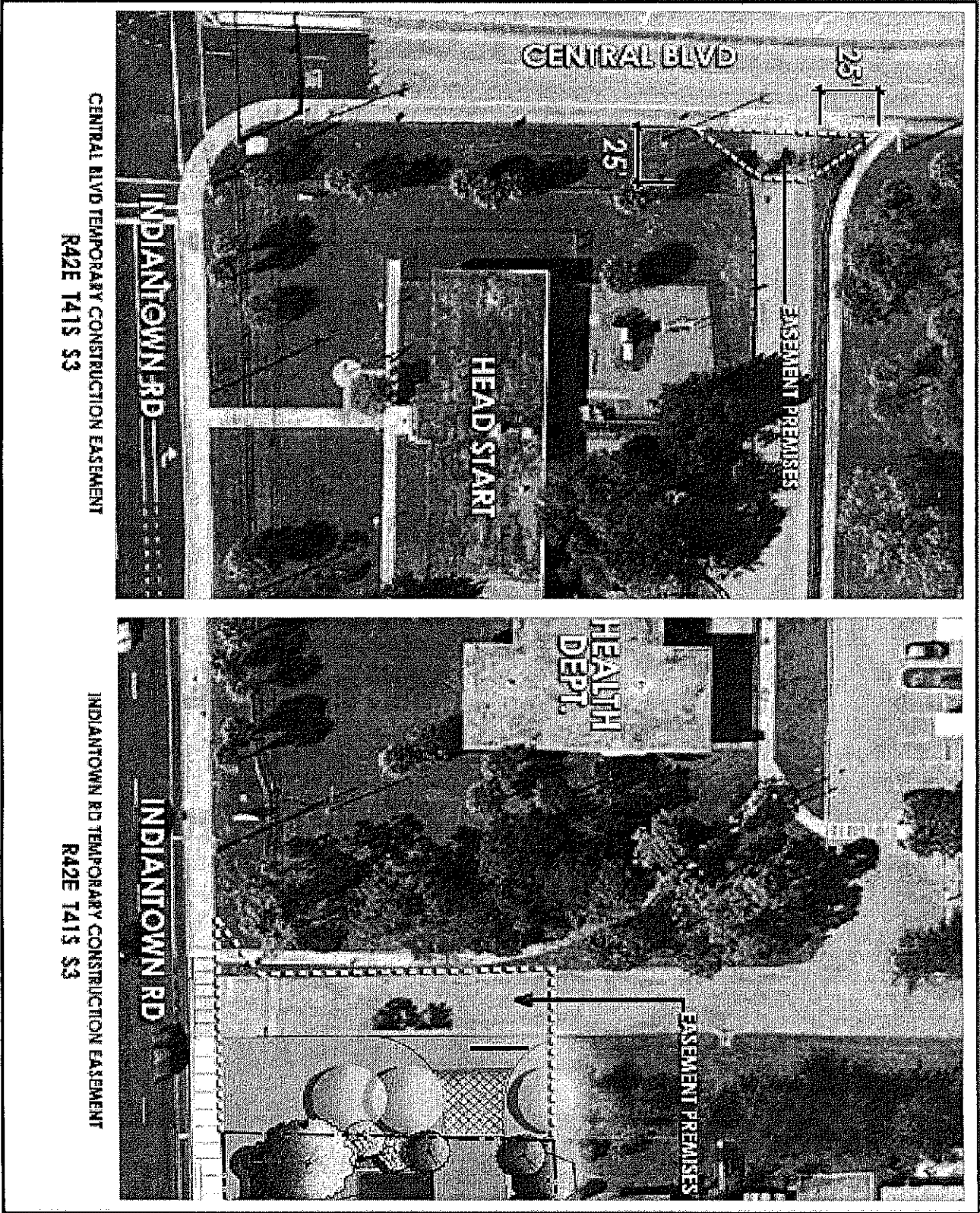
THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706.

CONTAINS 0.77 ACRES, MORE OR LESS (OVERALL TOTAL)

ATTACHMENT "B"
TO THE TEMPORARY CONSTRUCTION EASEMENT
COUNTY'S PROPERTY

THAT PART OF THE SOUTH 800 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, LYING NORTH OF THE RIGHT-OF-WAY FOR STATE ROAD 706 (INDIANTOWN ROAD) AND EAST OF THE RIGHT-OF-WAY FOR CENTRAL BOULEVARD, PALM BEACH COUNTY, FLORIDA.

ATTACHMENT "C"
 TO THE TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY CONSTRUCTION EASEMENT PREMISES



 <p>Colleur Hearing Hearing & Speech Therapists & Audiologists 200 S. 1st St. St. Louis, MO 63102 Phone: 314.241.1111 Fax: 314.241.1112</p>	<p align="center"><i>Temporary Construction Easement Easement Premises</i></p>		<p align="center">06.27.11</p>	<p>CONSTRUCTION EASEMENT R42E 141S S3</p>
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12- 0168

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

PUBLIC BUILDING IMP FUND

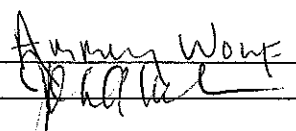
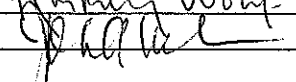
3804

BGEX-410-102511-168

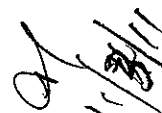
BGRV-410-102511-43

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 10/25/2011	REMAINING BALANCE
<u>REVENUES</u>								
411 B549	6943 - Reimbursed Other	0	0	68,660		68,660	0	68,660
						0		
	Total Receipts and Balances	42,795,017	4,119,482	30,000	0	4,149,482		
<u>EXPENDITURES</u>								
<u>W Jupiter Pk Ease Imp</u>								
411 B549	4907 - Building Imp Non Capital	0	0	68,660		68,660		
						0		
	Total Appropriations & Expenditure	42,795,017	4,119,482	68,660	0	4,188,142		

INITIATING DEPARTMENT/DIVISION
Facilities Development & Operations
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	11/1/11
	11/2/11

By Board of County Commissioners
At Meeting of
15-Nov-11
Deputy Clerk to the
Board of County Commissioners


11/3/11

OWNER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, ROBERT
E. DEZIEL, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president) of Simpson Enterprises, Inc., a Florida corporation, (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

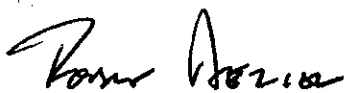
2. Affiant's address is: One North Clematis – Suite 100, West Palm Beach,
FL 33401.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its exchange of easements related to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

 , Affiant
Print Affiant Name: Robert E. Deziel

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4th day of October, 2011, by Robert E. Deziel [X] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



K. Hoffmaster
Notary Public

K. Hoffmaster
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 66/30/12

EXHIBIT "A"
TO THE OWNER'S DISCLOSURE OF BENEFICIAL INTERESTS
PROPERTY

LOTS 14 AND 15, IN CINQUEZ PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE(S) 81, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 01°30'45" WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 114.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°30'45" WEST, A DISTANCE OF 29.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 92.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 01°05'53" EAST ALONG SAID LOT 15, A DISTANCE OF 27.70 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 92.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 16 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 01°05'53" WEST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 115.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'53" WEST, A DISTANCE OF 27.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 01°05'41" EAST ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 27.01 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 49.99 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOTS 17 AND 18 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF LOT 17, A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 27.01 FEET TO THE SOUTHWEST CORNER OF LOT 17; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 100.05 FEET TO THE SOUTHEAST CORNER OF LOT 18; THENCE NORTH 01°05'18" EAST, A DISTANCE OF 25.59 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 99.99 FEET TO THE

POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706;

AND LOT 19 OF CINQUEZ PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 01°05'18" WEST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°05'18" WEST, A DISTANCE OF 25.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 88°23'56" EAST, A DISTANCE OF 50.02 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 01°05'07" EAST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 45°08'41" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 89°12'15" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 706.

CONTAINS 0.77 ACRES, MORE OR LESS (OVERALL TOTAL)

SCHEDULE TO BENEFICIAL INTERESTS IN OWNER

Owner is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Owner must identify individual owners. If, by way of example, Owner is wholly or partially owned by another entity, such as a corporation, Owner must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

[illegible]