



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>* see below</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:**

~~✗~~ No Fiscal Impact.

C. Departmental Fiscal Review: \_\_\_\_\_ *W* *2.6-17*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

OFMB *M. Riley 2/17/2012* *Dr. J. J. [Signature] 2/21/12*  
*2/16/12* *2/16/12* *2-21-12 B20 [Signature]*

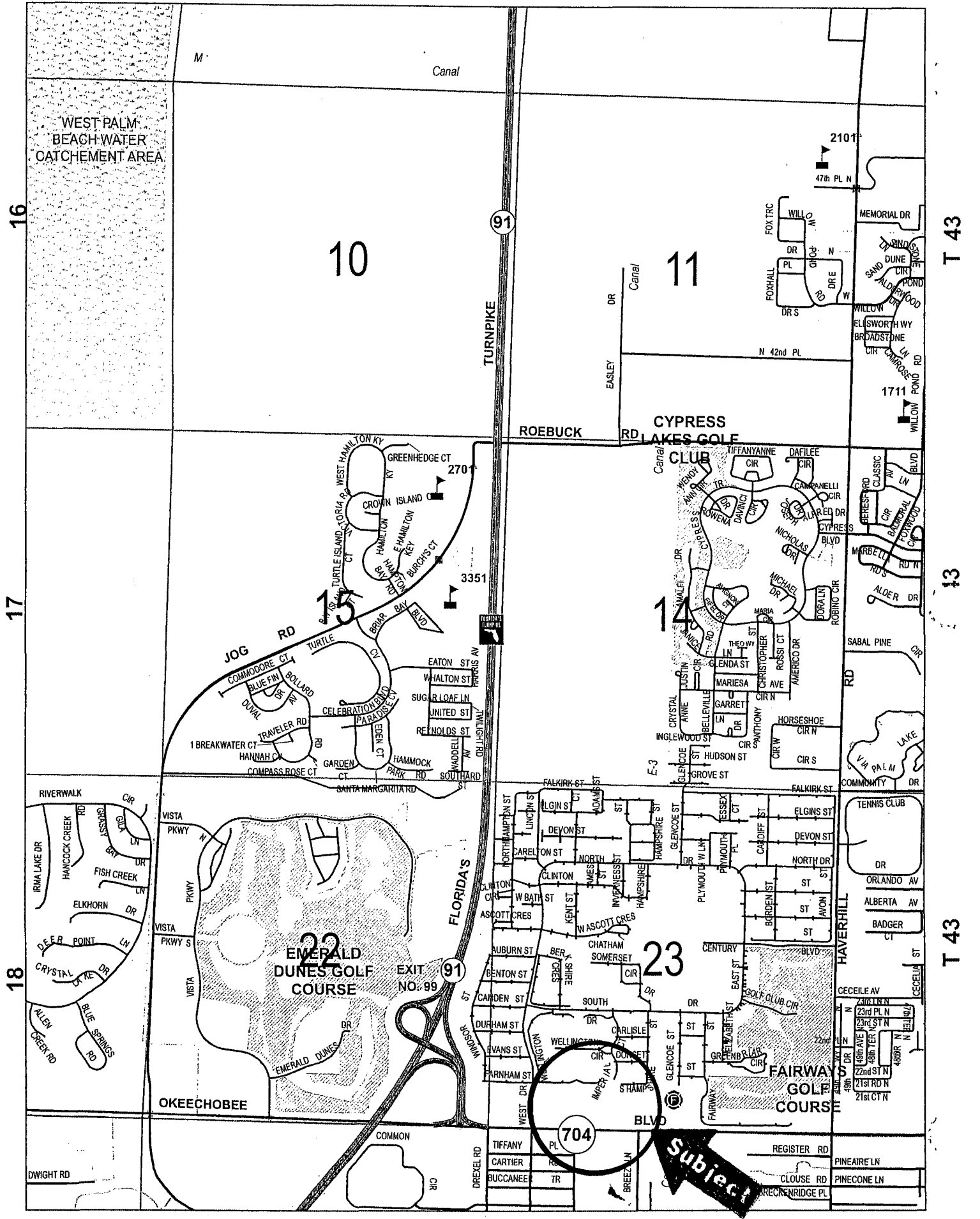
**B. Legal Sufficiency:**

*[Signature]* *2/23/12*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

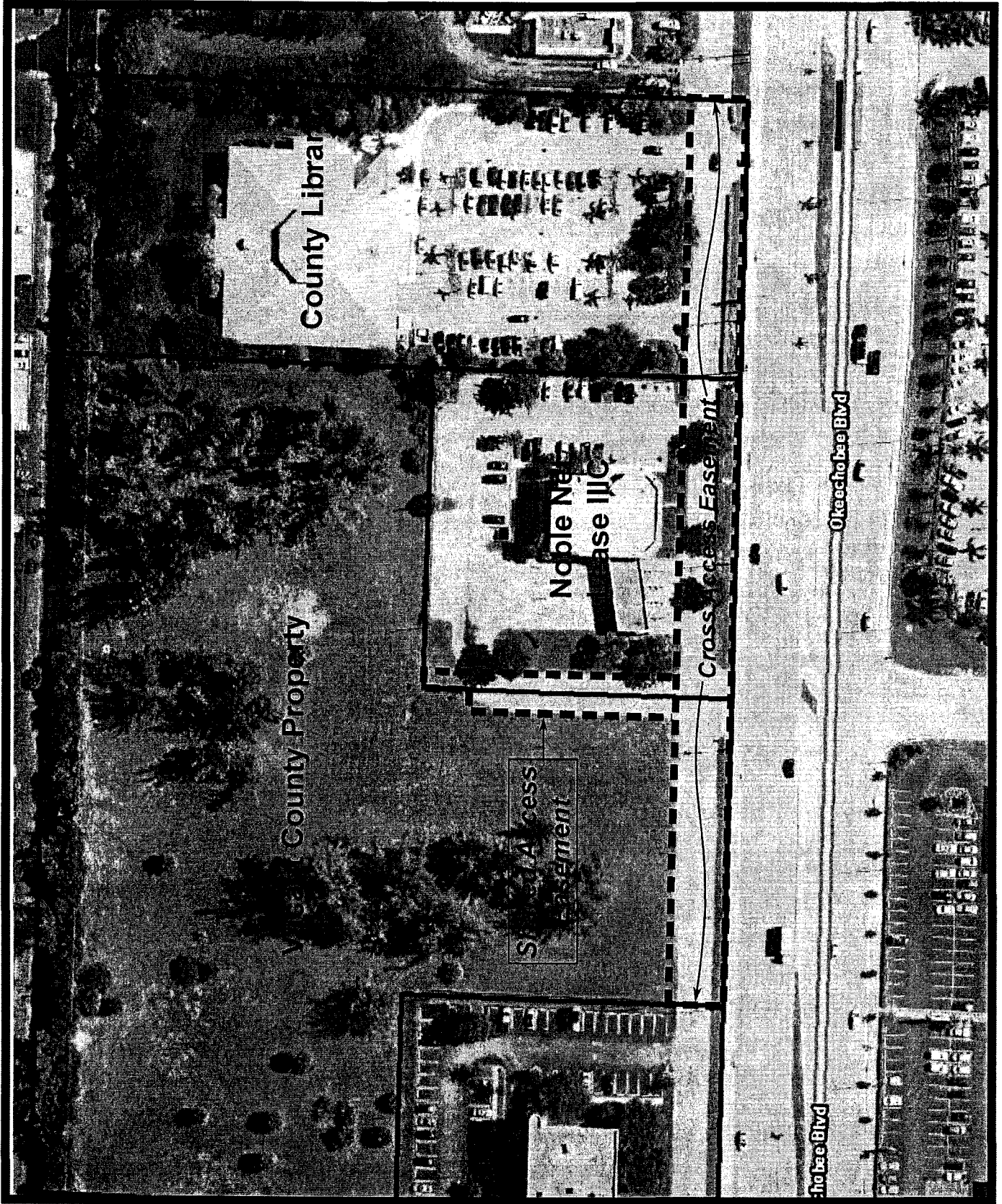
**This summary is not to be used as a basis for payment.**



LOCATION MAP

II

# Easement Depiction



Prepared by & Return to:  
Peter Banting, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Property Control Numbers: 00-42-43-23-00-000-7020  
00-42-43-23-00-000-7060  
00-42-43-23-00-000-7120

## CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT (“Easement”), made \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as “County” and NOBLE NET LEASE IIC, LLC, a Florida limited liability company, whose mailing address is 5821-C Lake Worth Road, Greenacres, Florida 33463, hereinafter referred to as “Company”.

### RECITALS:

WHEREAS, County is the owner of those two parcels of real property legally described in Exhibit “A” attached hereto and made a part hereof (hereinafter the “County Service Roads”); and

WHEREAS, Company is the owner of that certain real property described in Exhibit “B” attached hereto and made a part hereof (hereinafter the “Bank Service Road”); and

WHEREAS, each party desires to grant to the other a non-exclusive access easement upon its property for the use and benefit of the other’s property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Reciprocal Cross Access Easement. County hereby grants unto Company, its successors and assigns, a perpetual non-exclusive easement over, upon, and across the County Service Roads for the purpose of access, ingress and egress, including but not limited to

vehicular and pedestrian traffic, upon the conditions hereinafter set forth. Company hereby grants unto County, its successors and assigns, a perpetual non-exclusive easement over, upon, and across the Bank Service Road for the purpose of access, ingress and egress, including but not limited to vehicular and pedestrian traffic, upon the conditions hereinafter set forth.

3. Permitted Uses of Cross Access Easement. County and Company and their respective employees, agents, contractors, guests, invitees, and tenants, and the tenants' respective employees, agents, contractors, guests, and invitees, shall each have the non-exclusive right, in common with the other, to the unrestricted use of each other's service roads as described in Exhibits "A" and "B". The County Service Roads and the Bank Service Road may be referred to jointly as the "Service Road".

4. Maintenance and Repair. County and Company shall each pave and keep, maintain and repair their respective portions of the Service Road in good and sightly order, condition and repair. No portion of the Service Road shall be permitted to fall into disrepair. The Service Road may be partially closed off only as necessary while repairs are being performed thereto.

5. Enforcement. Upon the failure of the County or Company to maintain its portion of the Service Road as provided herein, and upon the County's or Company's failure to make corrections within thirty (30) days after written notice from the other, the other party is hereby granted the right of entry to perform such work as may be required. The party failing to perform the required work shall reimburse the party performing the work for its reasonable cost, plus interest from the date of performance of the work to the date of payment at the rate of "prime" (as published from time to time in the "Wall Street Journal") plus two percent (2%).

6. General Liability Insurance.

a.) County. County shall, during the entire term hereof, provide Company with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

b.) Company. Company shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per

occurrence and Two Million Dollars (\$2,000,000) general aggregate, 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. Coverage shall be provided on a primary basis. Company shall cause any tenants, contractor or subcontractor performing work within the Service Road on behalf of Company to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Company required above.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County 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.

In no event shall the limits of said insurance policies be considered as limiting the liability of Company under this Easement. Furthermore, Company shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Company's failure to maintain such insurance or Company's failure to ensure that the requisite insurance is maintained by any contractor or subcontractor.

7. Indemnification.

a.) Company. Company, 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 exercise of the rights granted hereby by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or as a result of any occurrence in or upon the Service Road or in connection with the use or operation of the Service Road.

b.) County. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused

by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

8. Rights Retained. County and Company each hereby retain all rights relating to the Service Road not specifically conveyed by this Easement including the right to use their respective portions of the Service Road and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in their respective portions of the Service Road or the right to use the improvements therein provided any such use does not interfere with the rights granted herein.

9. Non-Discrimination. The County and Company agree that no person shall, on the grounds of race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, familial status, gender identity or expression, or disability 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.

10. Notices. All notices, consents, approvals, 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 national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 4PM on a business day and on the next business day if transmitted after 4PM 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 designate 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:



(a) County:

Palm Beach 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:

County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Telephone: 561-355-2225  
Fax: 561-355-4398

(b) Grantee:  
Noble Net Lease IIC, LLC  
5821-C Lake Worth Road  
Attention: Traci L. Ambrosino  
Greenacres, FL 33463  
Telephone: 561-966-0070  
Fax: 561-966-0260

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

11. Binding Effects. The provisions of this Easement herein shall constitute covenants running with the land, shall be binding upon the parties hereto, their respective grantees, successors, legal representatives, and assigns, having or hereinafter acquiring any right, title or interest in or to all or a portion of the County Service Roads or the Bank Service Road.

12. No Gift or Dedication. County and Company agree that nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein and the parties herein will not take any action which would cause such a dedication and take whatever steps may be necessary to avoid any such dedication, except as may be agreed upon in writing by the parties.

13. Remedies. In the event that a party 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, the other party shall have, in addition to any other remedies provided at law or in equity, the right of specific performance and injunctive relief.

14. Prohibition Against Liens. Neither County's nor Company's interest in the Service Road, nor County's nor Company's interest in the adjoining property, shall be subject to liens arising from County's or Company's or any other person or entity's use of the Service Road, or exercise of the rights granted hereunder. Company shall promptly cause any Company-caused lien imposed against the County Service Roads or the County's adjoining property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. County shall promptly cause any County-caused lien imposed against the Bank Service Road or Company's adjoining property to be discharged or transformed to bond.

15. Governing Law and 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.

16. Construction. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, 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.

17. Entire Understanding. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

18. 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.

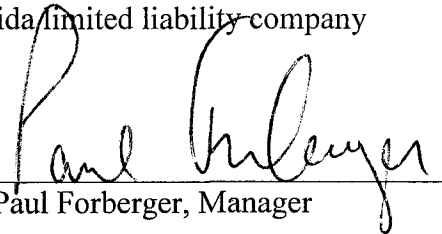
IN WITNESS WHEREOF, County and Company have caused this Easement to be executed in their names, by their proper officers thereunto duly authorized the day and year first above written.

Signed and delivered  
in the presence of:

**COMPANY:**

**NOBLE NET LEASE IIC, LLC,**  
a Florida limited liability company

  
\_\_\_\_\_  
Witness Signature

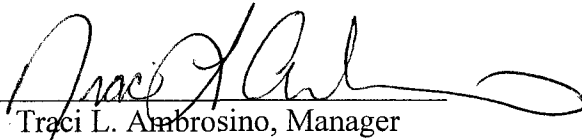
By:   
\_\_\_\_\_  
Paul Forberger, Manager

Maggie Dove  
\_\_\_\_\_  
Print Witness Name

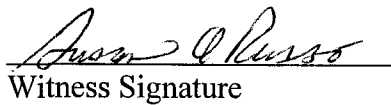
  
\_\_\_\_\_  
Witness Signature

Susan A. Russo  
\_\_\_\_\_  
Print Witness Name

  
\_\_\_\_\_  
Witness Signature

By:   
\_\_\_\_\_  
Traci L. Ambrosino, Manager

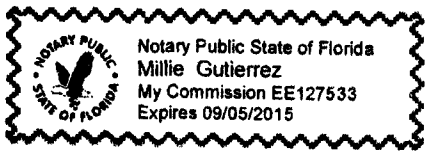
Maggie Dove  
\_\_\_\_\_  
Print Witness Name

  
\_\_\_\_\_  
Witness Signature

Susan A. Russo  
\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this 20 day of October  
20 11, by Paul Forberger, Manager of Noble Net Lease IIC, LLC, ( ) who is personally  
known to me or ( ) who has produced \_\_\_\_\_ as identification.

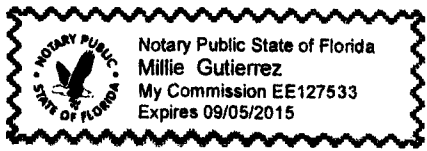


[Signature]  
Notary (Signature)

\_\_\_\_\_  
Print/Type Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this 20 day of October  
20 11, by Traci L. Ambrosino, Manager of Noble Net Lease IIC, LLC, ( ) who is personally  
known to me or ( ) who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary (Signature)

\_\_\_\_\_  
Print/Type Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**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

(SEAL)

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

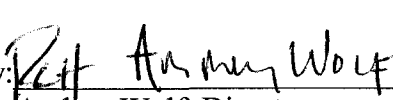
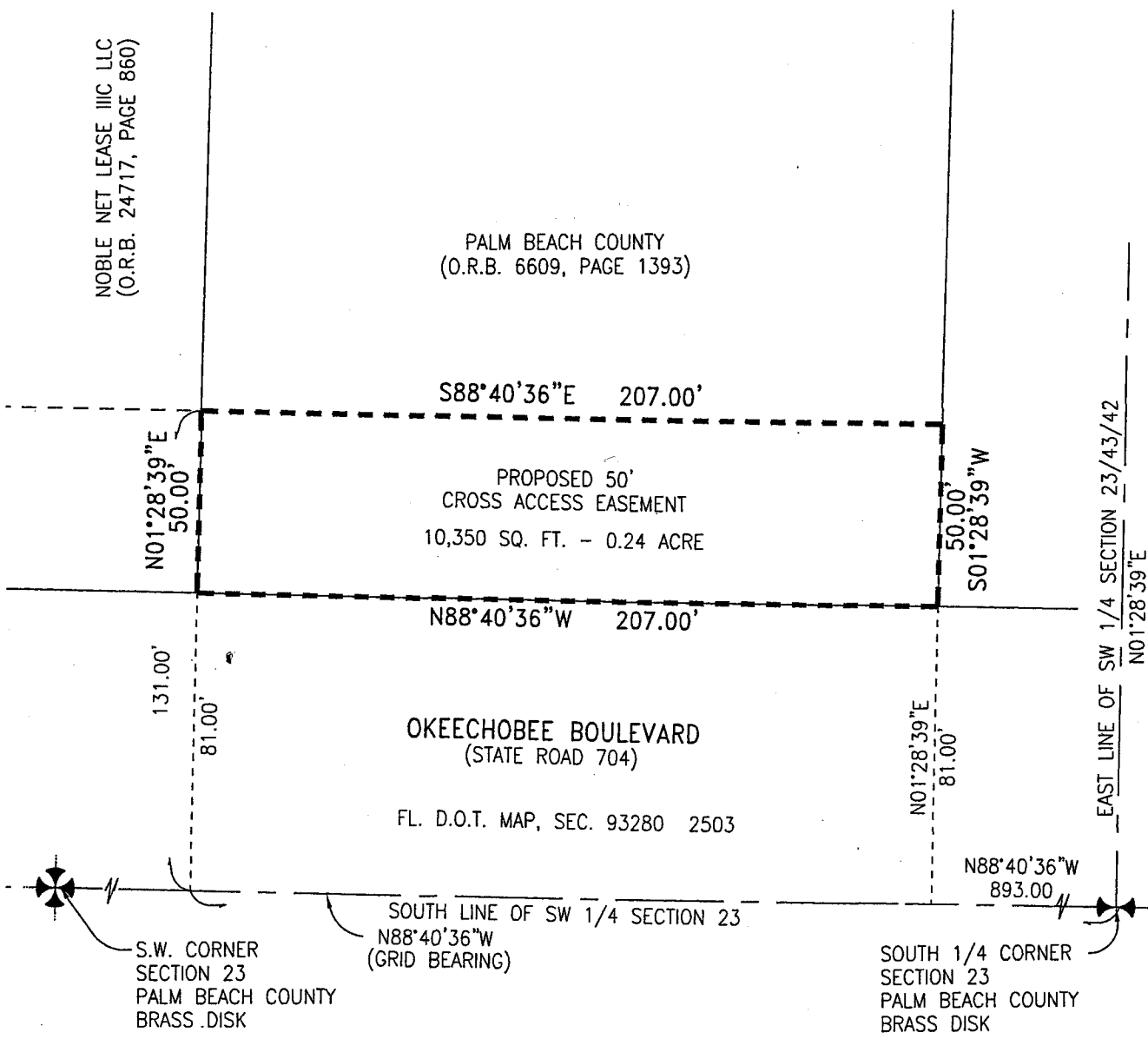
By:   
Audrey Wolf, Director  
Facilities Development & Operations

Exhibit "A"  
Page 1 of 2  
(County Service Roads)

DESCRIPTION:

THE NORTH 50.00 FEET OF THE SOUTH 131.00 FEET OF THE WEST 207.00 FEET OF THE EAST 1100.00 FEET OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



SKETCH AND DESCRIPTION OF  
CROSS ACCESS EASEMENT  
EXHIBIT "1"  
NOTE: THIS IS NOT A BOUNDARY SURVEY

REVISED NOBLE LEASE LLC 10-12-11  
REVISED AS PER COMMENTS 10-7-11

NOTE:  
This drawing is not valid without embossed seal of Surveyor

*[Signature]*  
RICHARD N. DEAN  
Professional Surveyor & Mapper  
Florida Certificate No. 4406  
L.B. 6936

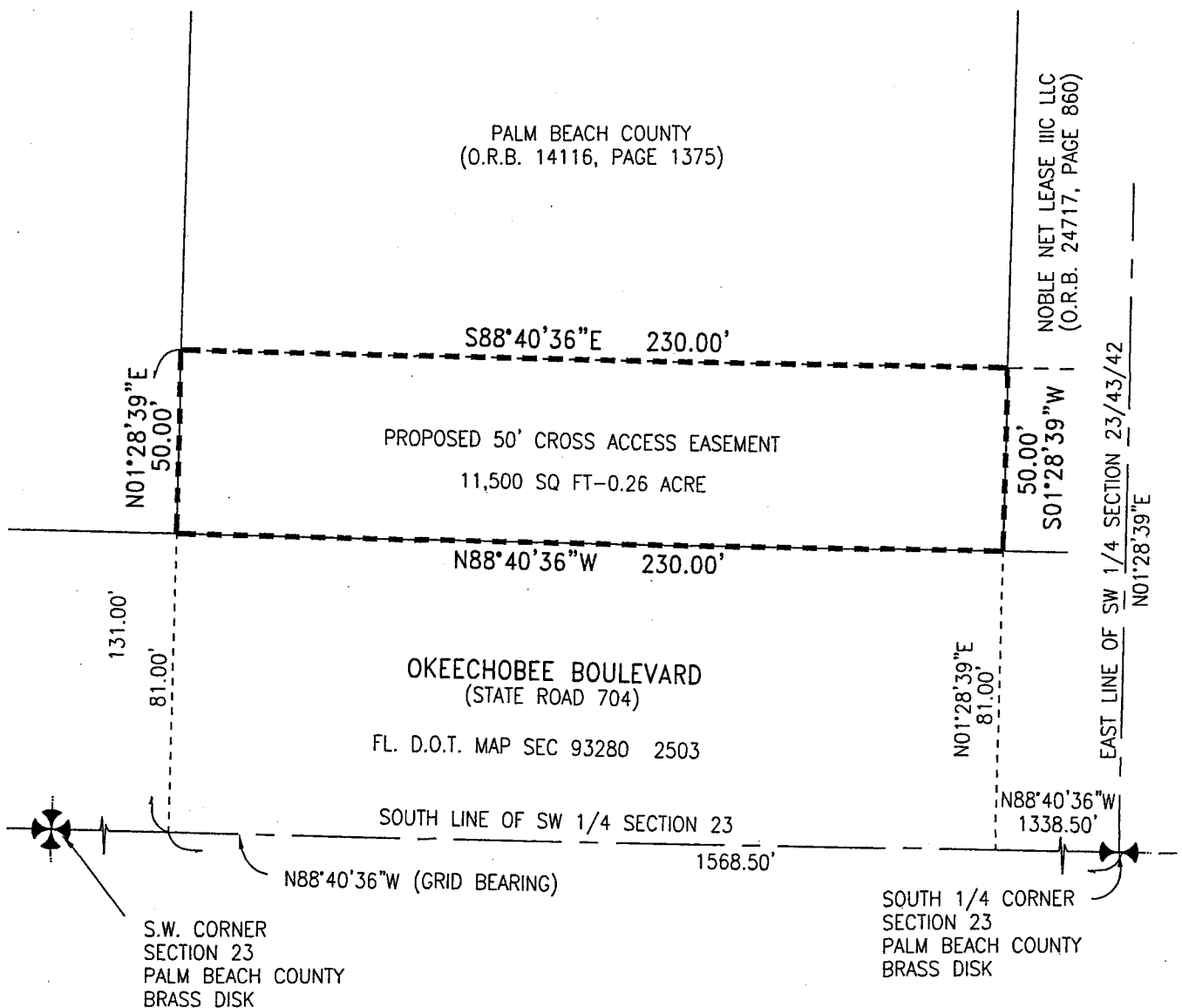
Dean Surveying and Mapping, Inc.  
"The Measuring Line Shall Go Forth" Jeremiah 31:39  
5114 Okeechobee Blvd.  
Suite 102  
West Palm Beach, Florida 33417  
Tel: (561) 625-0740 Fax: (561) 626-4558

FIELD: R.N.D.	DATE: 09-15-11
DRAWN: D.J.M.	SCALE: N/A
SHEET: 1 OF 1	JOB NO. 011-408-1

**Exhibit "A"**  
**Page 2 of 2**  
**(County Service Roads)**

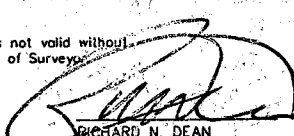
**DESCRIPTION:**

THE NORTH 50.00 FEET OF THE SOUTH 131.00 FEET OF  
 THE WEST 230.00 FEET OF THE EAST 1568.50 FEET OF  
 THE SOUTHWEST ONE-QUARTER OF SECTION 23,  
 TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH  
 COUNTY, FLORIDA



REVISED NOBLE LEASE IIIIC LLC 10-12-11  
 REVISED AS PER COMMENTS 10-7-11

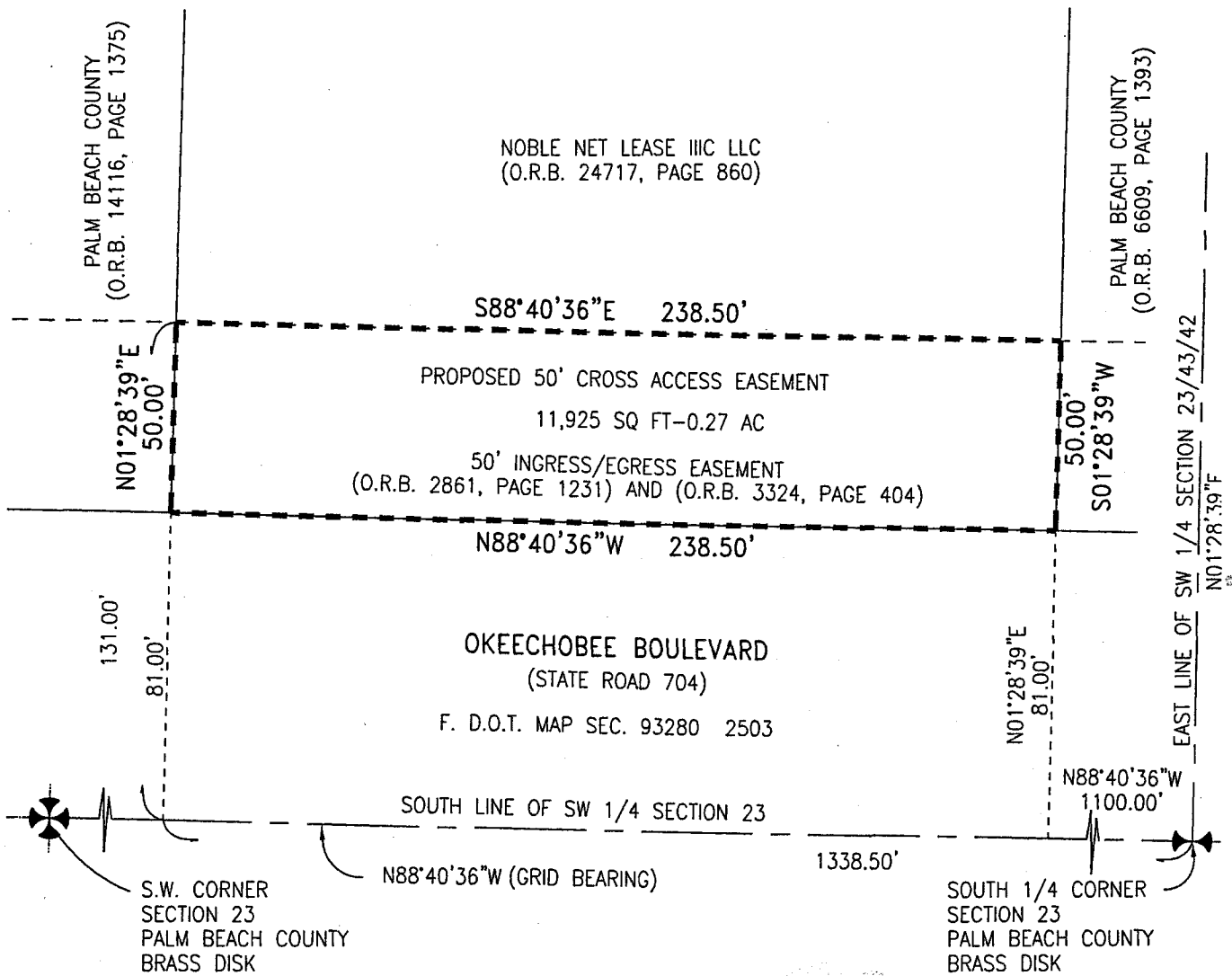
SKETCH AND DESCRIPTION OF  
 CROSS ACCESS EASEMENT  
 EXHIBIT "2"  
 NOTE: THIS IS NOT A BOUNDARY SURVEY

<p><b>NOTE:</b>                  This drawing is not valid without                  embossed seal of Surveyor</p>  <p><b>RICHARD N. DEAN</b>                  Professional Surveyor &amp; Mapper                  Florida Certificate No. 4406</p>	<p align="center"><b>Dean Surveying and Mapping, Inc.</b></p> <p align="center">"The Measuring Line Shall Go Forth" Jeremiah 31:39</p> <p align="center">5114 Okeechobee Blvd.                  Suite 102                  West Palm Beach, Florida 33417</p> <p align="center">Tel: (561) 625-8748      Facsimile: (561) 626-4558</p>	
	<p>FIELD: R.N.D.</p> <p>DRAWN: D.J.M.</p>	<p>DATE: 09-15-11</p> <p>SCALE: N/A</p>

**Exhibit "B"**  
**(Bank Service Road)**

DESCRIPTION:

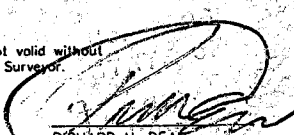
THE NORTH 50.00 FEET OF THE SOUTH 131.00 FEET OF  
THE WEST 238.50 FEET OF THE EAST 1338.50 FEET OF  
THE SOUTHWEST ONE-QUARTER OF SECTION 23,  
TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH  
COUNTY, FLORIDA



REVISED NOBLE LEASE III C LLC 10-12-11  
REVISED AS PER COMMENTS 10-7-11

SKETCH AND DESCRIPTION OF  
CROSS ACCESS EASEMENT  
EXHIBIT "3"

NOTE: THIS IS NOT A BOUNDARY SURVEY

<p><b>NOTE:</b> This drawing is not valid without embossed seal of Surveyor.</p>  <p><b>RICHARD N. DEAR</b> Professional Surveyor &amp; Mapper Florida Certificate No. 4406 18-6936</p>	<p align="center"><b>Dean Surveying and Mapping, Inc.</b></p> <p align="center">"The Measuring Line Shall Go Forth" Jeremiah 31:39</p> <p align="center">5114 Okeechobee Blvd. Suite 102 West Palm Beach, Florida 33417</p> <p>Tel: (561) 625-8748      Facsimile: (561) 626-4558</p>	
	<p>FIELD: R.N.D.      DATE: 09-15-11</p> <p>DRAWN: D.J.M.      SCALE: N/A</p>	



**DISCLOSURE OF BENEFICIAL INTERESTS**

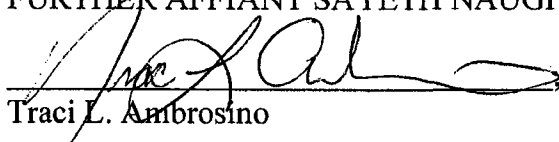
TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

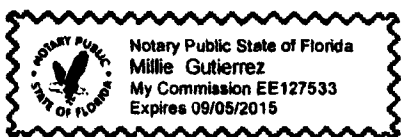
BEFORE ME, the undersigned authority, this day personally appeared, Traci L. Ambrosino, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager of Noble Net Lease IIIC, LLC, a Florida limited liability company, (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: 5821 Lake Worth Road, Greenacres, Florida 33463.
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 (by virtue of ownership interest in the Sole Member) and the percentage interest of each such person and 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 sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

 Affiant  
Traci L. Ambrosino

The foregoing instrument was sworn to, subscribed and acknowledged before me this 17<sup>th</sup> day of November, 2011 by Traci L. Ambrosino [] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.



  
\_\_\_\_\_  
Notary Public

**Exhibit "A"**  
**Property**

The North 260.00 feet of the South 341.00 feet of the West 238.50 feet of  
the East 1,338.50 feet of the Southwest One-Quarter of Section 23,  
Township 43 South, Range 42 East, Palm Beach, Florida.

**EXHIBIT "B"**

**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.

Ownership interests in Noble Net Lease IIIC, LLC.

Owner of the Property

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>
<u>Noble Net Lease III, LLC.</u>	<u>5821 Lake Worth Rd, Greenacres, FL 33463</u>	<u>100%</u>

Ownership interests in Noble Net Lease III, LLC.

Sole Member of the Owner

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>
<u>Joel B. Hart and Nancy C. Hart</u>	<u>11602 Charisma Way, Palm Beach Garden, FL 33418</u>	<u>46%</u>
<u>Lisa J. Leder</u>	<u>191 Key Palm Rd, Boca Raton, FL 33432</u>	<u>45%</u>
<u>Matthew C. Hart</u>	<u>5 Camden Court, Newport Coast, CA 92657</u>	<u>6%</u>

Prepared by & Return to:  
Peter Banting, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Property Control Numbers: 00-42-43-23-00-000-7020  
00-42-43-23-00-000-7120

## SHARED ACCESS EASEMENT AGREEMENT

**THIS SHARED ACCESS EASEMENT AGREEMENT** (“Easement”), made \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as “County” and **NOBLE NET LEASE IIC, LLC**, a Florida limited liability company, whose mailing address is 5821-C Lake Worth Road, Greenacres, Florida 33463, hereinafter referred to as “Company”.

### RECITALS:

**WHEREAS**, County is the owner of the parcel of real property legally described in **Exhibit “A”** attached hereto and made a part hereof (hereinafter the “County Property”); and

**WHEREAS**, Company is the owner of that certain real property described in **Exhibit “B”** attached hereto and made a part hereof (hereinafter the “Bank Property”); and

**WHEREAS**, the driveway legally described in **Exhibit “C”** attached hereto and made a part hereof (the “Shared Driveway”) is located on both the County Property and the Bank Property and serves as shared access to both parcels; and

**WHEREAS**, each party desires to grant to the other a non-exclusive access easement upon its property for the use and benefit of the other’s property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Reciprocal Shared Access Easement.** County hereby grants unto Company, its successors and assigns, a perpetual non-exclusive easement over, upon, and across the Shared

Driveway for the purpose of access, ingress and egress, including but not limited to vehicular and pedestrian traffic, upon the conditions hereinafter set forth. Company hereby grants unto County its successors and assigns, a perpetual non-exclusive easement over, upon, and across the Shared Driveway for the purpose of access, ingress and egress, including but not limited to vehicular and pedestrian traffic, upon the conditions hereinafter set forth.

3. Permitted Uses of Shared Access Easement. County and Company and their respective employees, agents, contractors, guests, invitees, and tenants, and the tenants' respective employees, agents, contractors, guests, and invitees, shall each have the non-exclusive right, in common with the other, to the unrestricted use of each other's portion of the Shared Driveway depicted in Exhibit "C".

4. Maintenance and Repair. County and Company shall each, at their sole cost and expense, pave and keep, maintain and repair their respective portions of the Shared Driveway in good and sightly order, condition and repair, using materials of like kind and quality and maintaining uniformity in appearance and condition. No portion of the Shared Driveway shall be permitted to fall into disrepair. The Shared Driveway may be closed off only as necessary while repairs are being performed thereto.

5. Enforcement. Upon the failure of the County or Company to maintain its portion of the Shared Driveway as provided herein, and upon the County's or Company's failure to make corrections within thirty (30) days after written notice from the other, the other party is hereby granted the right of entry to perform such work as may be required. The party failing to perform the required work shall reimburse the party performing the work for its reasonable cost, plus interest from the date of performance of the work to the date of payment at the rate of "prime" (as published from time to time in the "Wall Street Journal") plus two percent (2%).

6. County Extension of Driveway. Company hereby grants County its successors and assigns, an exclusive perpetual easement through the portion of the Bank Property described in Exhibit "D" (the "Extension Area") to extend the Shared Driveway to the County Property for the purpose of access, ingress and egress, including but not limited to vehicular and pedestrian traffic, subject to the terms and conditions stated herein. In the event County decides to extend the Shared Driveway, which decision shall be made at County's sole discretion, County shall obtain any necessary governmental permits and approval of all plans relating to construction of any improvement within the Extension Area prior to commencement of construction thereof. County shall give Company ten (10) days written notice prior to

commencement of construction. Any improvements constructed pursuant hereto shall be constructed and maintained at County's sole cost and expense within the confines of the Extension Area in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be constructed and maintained in good and sightly order, condition and repair, using materials of like kind and quality and maintaining uniformity in appearance and condition with the Shared Driveway. The parties agree that County's right to extend the Shared Driveway does not have a deadline for the exercise of such right. However, in the event County develops the County Property and does not extend the Shared Driveway as part of such development, County shall, if requested, execute a termination of its right to extend the Shared Driveway and its easement over, upon, and across the Extension Area.

7. General Liability Insurance.

a.) County. County shall, during the entire term hereof, provide Company with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

b.) Company. Company shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, 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. Coverage shall be provided on a primary basis. Company shall cause any tenants, contractor or subcontractor performing work within the Shared Driveway on behalf of Company to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Company required above.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do

business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County 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.

In no event shall the limits of said insurance policies be considered as limiting the liability of Company under this Easement. Furthermore, Company shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Company's failure to maintain such insurance or Company's failure to ensure that the requisite insurance is maintained by any contractor or subcontractor.

8. Indemnification.

a.) Company. Company, 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 exercise of the rights granted hereby by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or as a result of any occurrence in or upon the Shared Driveway or in connection with the use or operation of the Shared Driveway.

b.) County. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

9. Rights Retained. County and Company each hereby retain all rights relating to the Shared Driveway not specifically conveyed by this Easement including the right to use their respective portions of the Shared Driveway and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in their respective portions of the Shared Driveway or the right to use the improvements therein provided any such use does not interfere with the rights granted herein.

10. Non-Discrimination. The County and Company agree that no person shall, on the grounds of race, color, national origin, religion, ancestry, sex, age, marital status, sexual

orientation, familial status, gender identity or expression, or disability 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. Notices. All notices, consents, approvals, 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 national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 4PM on a business day and on the next business day if transmitted after 4PM 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 designate 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:

(a) County:

Palm Beach 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:

County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Telephone: 561-355-2225  
Fax: 561-355-4398



(b) Grantee:  
Noble Net Lease IIC, LLC  
5821-C Lake Worth Road  
Attention: Traci L. Ambrosino  
Greenacres, FL 33463  
Telephone: 561-966-0070  
Fax: 561-966-0260

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

12. Binding Effects. The provisions of this Easement herein shall constitute covenants running with the land, shall be binding upon the parties hereto, their respective grantees, successors, legal representatives, and assigns, having or hereinafter acquiring any right, title or interest in or to all or a portion of the County Property or the Bank Property.

13. No Gift or Dedication. County and Company agree that nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein and the parties herein will not take any action which would cause such a dedication and take whatever steps may be necessary to avoid any such dedication, except as may be agreed upon in writing by the parties.

14. Remedies. In the event that a party 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, the other party shall have, in addition to any other remedies provided at law or in equity, the right of specific performance and injunctive relief.

15. Prohibition Against Liens. Neither County's nor Company's interest in the Shared Driveway, nor County's nor Company's interest in the adjoining property, shall be subject to liens arising from County's or Company's or any other person or entity's use of the Shared Driveway, or exercise of the rights granted hereunder. Company shall promptly cause any Company-caused lien imposed against the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. County shall promptly cause any County-caused lien imposed against the Bank Property to be discharged or transformed to bond.

16. Governing Law and 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.

17. Construction. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, 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.

18. Entire Understanding. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

19. 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Company have caused this Easement to be executed in their names, by their proper officers thereunto duly authorized the day and year first above written.

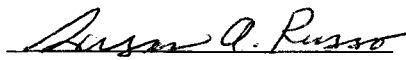
Signed and delivered  
in the presence of:

COMPANY:

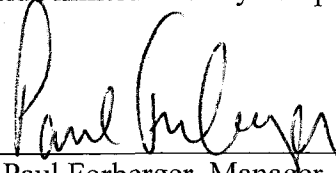
NOBLE NET LEASE III, LLC,  
a Florida limited liability company

  
Witness Signature

Maggie Dove  
Print Witness Name

  
Witness Signature

Susan A. Russo  
Print Witness Name

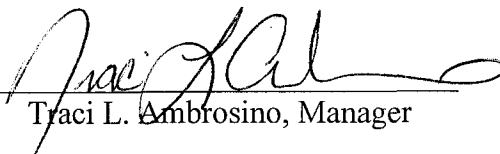
By:   
Paul Forberger, Manager

  
Witness Signature

Maggie Dove  
Print Witness Name

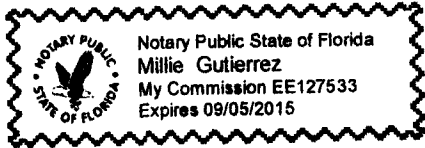
  
Witness Signature

Susan A. Russo  
Print Witness Name

By:   
Traci L. Ambrosino, Manager

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this 20 day of October  
20 11, by Paul Forberger, Manager of Noble Net Lease IIC, LLC, ( ) who is personally  
known to me or ( ) who has produced \_\_\_\_\_ as identification.

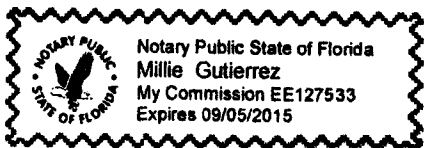


[Signature]  
\_\_\_\_\_  
Notary (Signature)

\_\_\_\_\_  
Print/Type Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this 20 day of October  
20 11, by Traci L. Ambrosino, Manager of Noble Net Lease IIC, LLC, ( ) who is personally  
known to me or ( ) who has produced \_\_\_\_\_ as identification.



[Signature]  
\_\_\_\_\_  
Notary (Signature)

\_\_\_\_\_  
Print/Type Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**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

(SEAL)

\_\_\_\_\_  
Print Witness Name

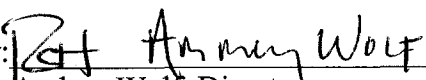
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

**Exhibit "A"**  
**County Property**

The West 853.00 feet of the South 661.00 feet of the East 1,953.00 feet of the Southwest One-Quarter (SW ¼) of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida;

LESS:

The North 260.00 feet of the South 341.00 feet of the West 238.00 feet of the East 1,338.50 feet of the Southwest One-Quarter (SW ¼) of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida;

ALSO LESS:

The West 384.50 feet of the East 1,953.00 feet of the North 271.50 feet of the South 352.50 feet of the Southwest One-Quarter (SW ¼) of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida;

ALSO LESS:

The South 81.00 feet of the West 853.00 feet of the East 1,953.00 feet of the Southwest One-Quarter (SW ¼) of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida.

CONTAINING 7.54 ACRES, MORE OR LESS.

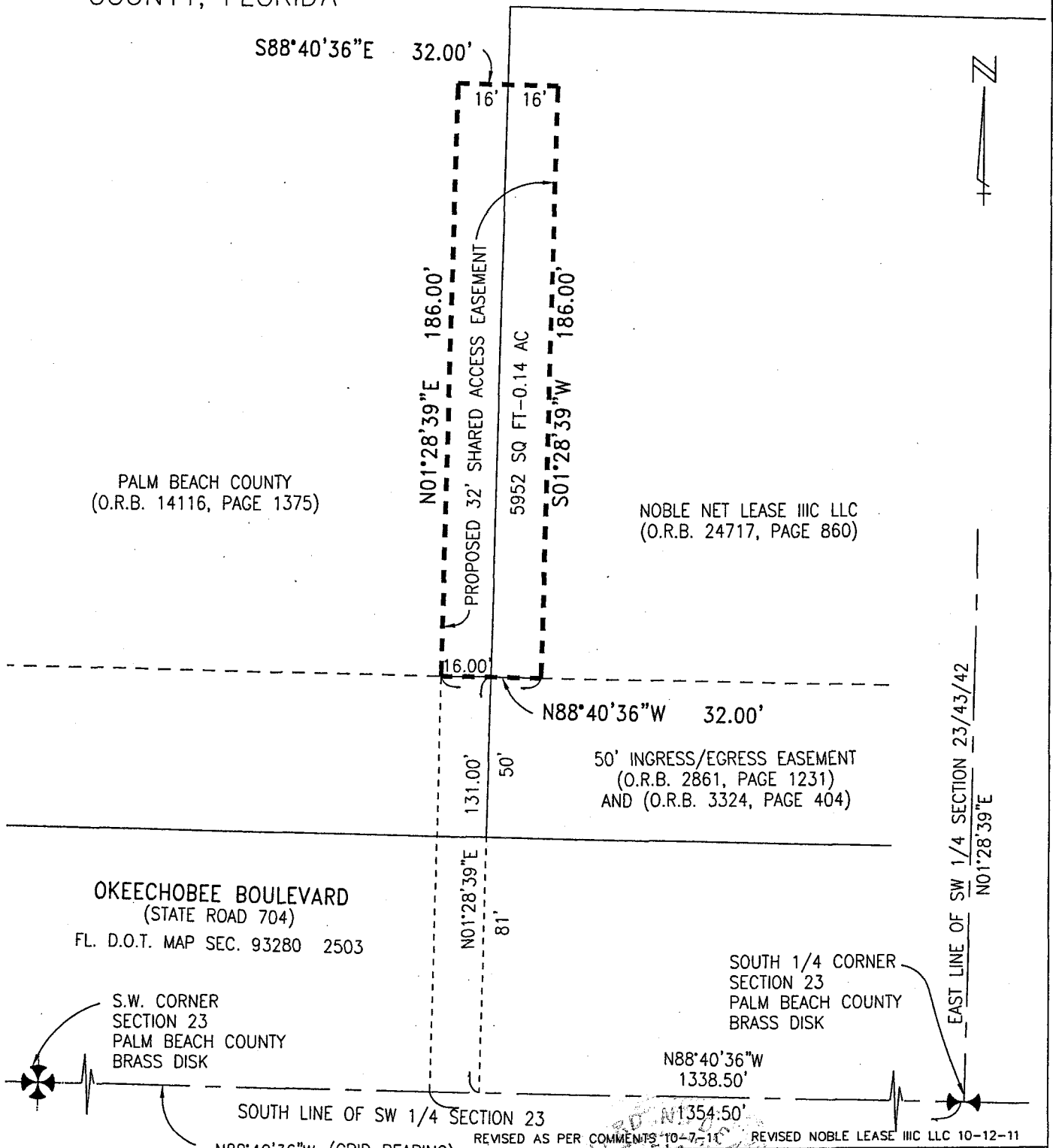
**Exhibit "B"**  
**Bank Property**

The North 260.00 feet of the South 341.00 feet of the West 238.50 feet of the East 1,338.50 feet of the Southwest One-Quarter of Section 23, Township 43 South, Range 42 East, Palm Beach, Florida.

**Exhibit "C"**  
**(Shared Driveway)**

**DESCRIPTION:**

THE NORTH 186.00 FEET OF THE SOUTH 317.00 FEET OF THE WEST 32.00 FEET OF THE EAST 1354.50 FEET OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



PALM BEACH COUNTY  
(O.R.B. 14116, PAGE 1375)

NOBLE NET LEASE III LLC  
(O.R.B. 24717, PAGE 860)

50' INGRESS/EGRESS EASEMENT  
(O.R.B. 2861, PAGE 1231)  
AND (O.R.B. 3324, PAGE 404)

OKEECHOBEE BOULEVARD  
(STATE ROAD 704)  
FL. D.O.T. MAP SEC. 93280 2503

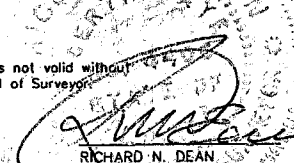
S.W. CORNER  
SECTION 23  
PALM BEACH COUNTY  
BRASS DISK

SOUTH 1/4 CORNER  
SECTION 23  
PALM BEACH COUNTY  
BRASS DISK

SOUTH LINE OF SW 1/4 SECTION 23  
N88°40'36"W (GRID BEARING)

REVISED AS PER COMMENTS 10-7-11 REVISED NOBLE LEASE III LLC 10-12-11

SKETCH AND DESCRIPTION OF  
SHARED ACCESS EASEMENT  
EXHIBIT "5"  
NOTE: THIS IS NOT A BOUNDARY SURVEY

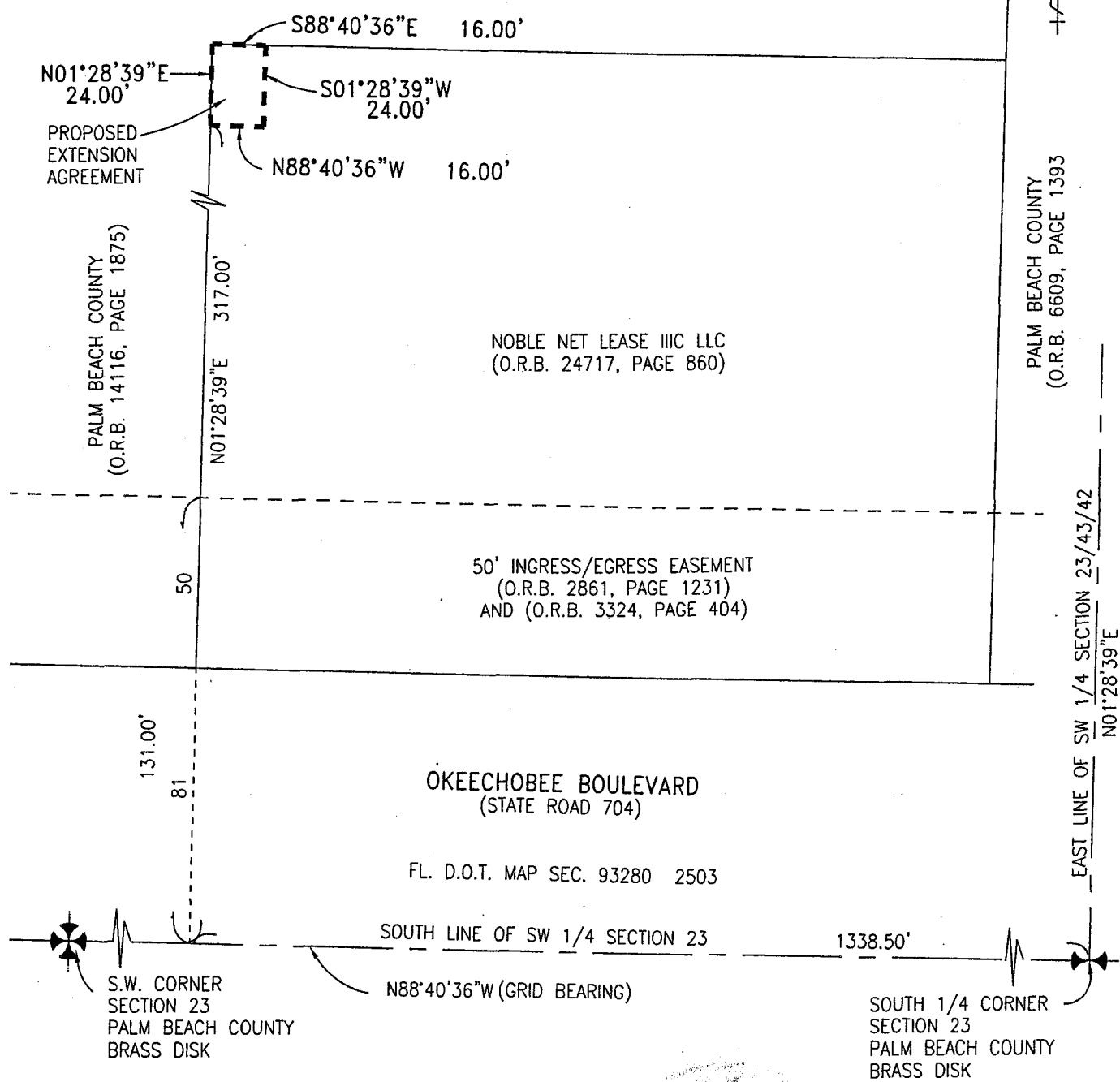
<p><b>NOTE:</b> This drawing is not valid without embossed seal of Surveyor.</p>  <p><b>RICHARD N. DEAN</b> Professional Surveyor &amp; Mapper Florida Certificate No. 4406</p>	<p><b>Dean Surveying and Mapping, Inc.</b> "The Measuring Line Shall Go Forth" Jeremiah 31:39 5114 Okeechobee Blvd. Suite 102 West Palm Beach, Florida 33417 Tel: (561) 625-8748 Fax: (561) 626-4558</p>	
	<p>FIELD: R.N.D.</p> <p>DRAWN: D.J.M.</p>	<p>DATE 09-15-11</p> <p>SCALE: N/A</p>



**Exhibit "D"**  
**(Extension Area)**

**DESCRIPTION:**

THE NORTH 24.00 FEET OF THE SOUTH 341.00 FEET OF THE WEST 16.00 FEET OF THE EAST 1338.50 FEET OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



REVISED AS PER COMMENTS 10-7-11      REVISED NOBLE LEASE IIIC LLC 10-12-11

SKETCH AND DESCRIPTION OF  
EXTENSION AGREEMENT  
EXHIBIT "4"

NOTE: THIS IS NOT A BOUNDARY SURVEY


**NOTE:**  
This drawing is not valid without embossed seal of Surveyor.

*[Signature]*  
RICHARD A. DEAN  
Professional Surveyor & Mapper  
Florida Certificate No. 4406  
L.B. 6936

**Dean Surveying and Mapping, Inc.**  
"The Measuring Line Shall Go Forth" Jeremiah 31:59  
5114 Okeechobee Blvd.  
Suite 102  
West Palm Beach, Florida 33417  
Tel: (561) 625-8748      Facsimile: (561) 626-6556

FIELD: R.N.D.	DATE: 09-15-11
DRAWN: D.J.M.	SCALE: N/A
SHEET: 1 OF 1	JOB NO. 011-408-4

**FLORIDA DEPARTMENT OF STATE**  
**DIVISION OF CORPORATIONS**



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Entity Name Search

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**No Name History**

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### Detail by Entity Name

#### Florida Limited Liability Company

NOBLE NET LEASE IIIC, LLC

#### Filing Information

Document Number L11000067137  
 FEI/EIN Number NONE  
 Date Filed 06/08/2011  
 State FL  
 Status ACTIVE

#### Principal Address

5821 C LAKE WORTH RD  
 GREENACRES FL 33463

#### Mailing Address

5821 C LAKE WORTH RD  
 GREENACRES FL 33463

#### Registered Agent Name & Address

SIDEL, PETER S ESQ.  
 5819 LAKE WORTH ROAD  
 GREENACRES FL 33463

#### Manager/Member Detail

**Name & Address**

Title MGR  
 AMBROSINO, TRACI L  
 5821 C LAKE WORTH RD  
 GREENACRES FL 33463

Title MGR  
 FORBERGER, PAUL  
 5821 C LAKE WORTH RD  
 GREENACRES FL 33463

#### Annual Reports

No Annual Reports Filed

#### Document Images

06/08/2011 -- Florida Limited Liability View image in PDF format

**Note:** This is not official record. See documents if question or conflict.

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF FLORIDA

COUNTY OF PALM BEACH

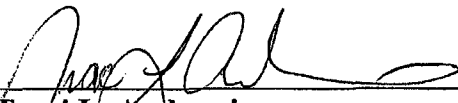
BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Manager of Noble Net Lease IIIC, a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a manager managed limited liability company.
5. The undersigned is the manager of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Cross Access Easement Agreement and the Shared Access Easement Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (collectively "Easement Agreements"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Easement Agreements.
7. Upon execution, delivery and recordation of the Easement Agreements and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

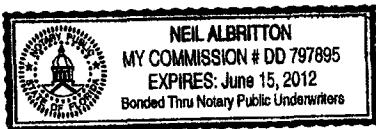
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

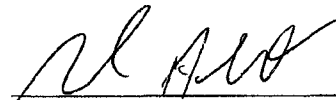
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

  
\_\_\_\_\_  
**Traci L. Ambrosino**  
as Manager of Noble Net Lease IIC, LLC

SWORN TO AND SUBSCRIBED before me on this 1<sup>st</sup> day of November, 2011, by Traci L. Ambrosino, Manager of Noble Net Lease IIC, LLC on behalf of the Company who is personally known to me OR who produced \_\_\_\_\_, as identification and who did take an oath.



  
\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2011

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Seitlin Insurance 6700 N. Andrews Avenue, Suite 300  Ft. Lauderdale FL 33309	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (954) 938-8788      FAX (A/C, No): (305) 640-9703 E-MAIL ADDRESS:  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: National Surety Corporation</td> <td style="border: none;">21881</td> </tr> <tr> <td style="border: none;">INSURER B: American Guarantee &amp; Liability</td> <td style="border: none;">26247</td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Surety Corporation	21881	INSURER B: American Guarantee & Liability	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Surety Corporation	21881														
INSURER B: American Guarantee & Liability	26247														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Noble Management Company, Inc. dba Noble Properties 5821C Lake Worth Road  Greenacres FL 33463	(561) 966-0070														

**COVERAGES      CERTIFICATE NUMBER: Cert ID 27716      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			MXX80928110	2/11/2011	2/11/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000		PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						Aggregate Limit	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			AUC937880907	2/11/2011	2/11/2012	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate Holder, as Designated Organization, is included as an Additional Insured for General Liability only, when required by written contract, as respects a Cross Access Easement Agreement and a Shared Access Easement Agreement for the Bank Atlantic parcels located at the County and Bank Service Roads in Palm Beach County, FL; subject to the policy terms, conditions and exclusions.  
 Named Insured Included: Noble Net Lease IIIC, LLC.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners c/o FD&O/PREM 2633 Vista Parkway  West Palm Beach FL 33411-5605	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DESCRIPTION OF OPERATIONS SECTION CONTINUED**

DATE  
11/16/2011

**CERTIFICATE HOLDER:**

Palm Beach County Board of County  
Commissioners  
2633 Vista Parkway  
West Palm Beach FL 33411-5605

**INSURED:**

Noble Management Company, Inc.  
dba Noble Properties  
5821C Lake Worth Road  
Greenacres FL 33463

**DESCRIPTION OF OPERATIONS CONTINUED:**

**CANCELLATION CLAUSE:** The carrier may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation if cancelled for non-payment of premium; or, 30 days before the effective date of cancellation if cancelled for any other reason.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Seitlin Insurance 6700 N. Andrews Avenue, Suite 300  Ft. Lauderdale FL 33309	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (954) 938-8788      FAX (A/C, No): (954) 938-8566 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zenith Insurance Company	13269	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Noble Management Company, Inc. dba Noble Properties 5821C Lake Worth Road  Greenacres FL 33463															

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 30442

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z832415318	10/26/2011	10/26/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: A Cross Access Easement Agreement and a Shared Access Easement Agreement for the Bank Atlantic parcels located at the County and Bank Service Roads in Palm Beach County, FL. Proof of Insurance only.

**CERTIFICATE HOLDER**

Palm Beach County Board of County Commissioners  
 c/o FD&O/PREM  
 2633 Vista Parkway  
  
 West Palm Beach FL 33411-5605

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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