

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 3, 2013

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve a First Amendment to the Agreement to Construct with Toll FL V Limited Partnership;
- B) execute a Temporary Construction Easement (TCE); and
- C) authorize the County Administrator or his designee to execute a Temporary Construction Access Easement (TCAE) pursuant to the terms of the First Amendment to Agreement to Construct.

Summary: Toll FL V Limited Partnership (Toll Brothers) is currently developing Frenchman's Harbor PUD located on the north side of the County's Bert Winters Park, along Ellison Wilson Road, in unincorporated Juno Beach. On December 7, 2010, the County entered into an Agreement to Construct (Agreement) (R2010-2003) with Toll Brothers for the conveyance of the PUD's 1.54 acre civic site to the County by September 1, 2010. The Agreement required the County to grant Toll Brothers a Temporary Construction Easement (TCE) within the Park to install the sewer line to the Park restroom and a Temporary Construction Access Easement (TCAE) over the civic site for installation of a lift station and utility lines and temporary access across the civic site to the Frenchman's Harbor development – both easements to be granted to Toll Brothers after conveyance of the civic site to the County. However, by operation of Florida Senate Bill's 1752 and 2156, the civic site conveyance date was extended to July 22, 2014. The County is in the planning stages of redeveloping Bert Winters Park and desires to have Toll Brothers connect the sewer line to the Park restrooms prior to conveyance of the civic site. Toll Brothers has agreed to install the sewer line now in exchange for the County further extending the conveyance date to not earlier than April 2015, but no later than October 2015, and allowing Toll Brother's construction trailers/asphalt parking to remain on the eastern portion of the civic site for up to six (6) months after conveyance or 30 days after County provides notice that it is ready to commence construction of Park improvements. County Staff has agreed to this timeframe as it will roughly coincide with the date Parks and Recreation anticipates construction to begin on the planned improvements to the park. These proposed modifications to the Agreement, TCE and TCAE will not have a negative impact on the County's redevelopment plans for the Park.

(PREM) District 1 (HJF)

Background and Justification: Toll Brothers is developing a 76 acre residential PUD just north of
(Continued on Page 3)

Attachments:

- 1. Location Map
- 2. First Amendment to Agreement to Construct
- 3. Temporary Construction Easement
- 4. December 7, 2010 Agenda Item 3H-11 (R-2010-2003)

Recommended By:
Department Director Date

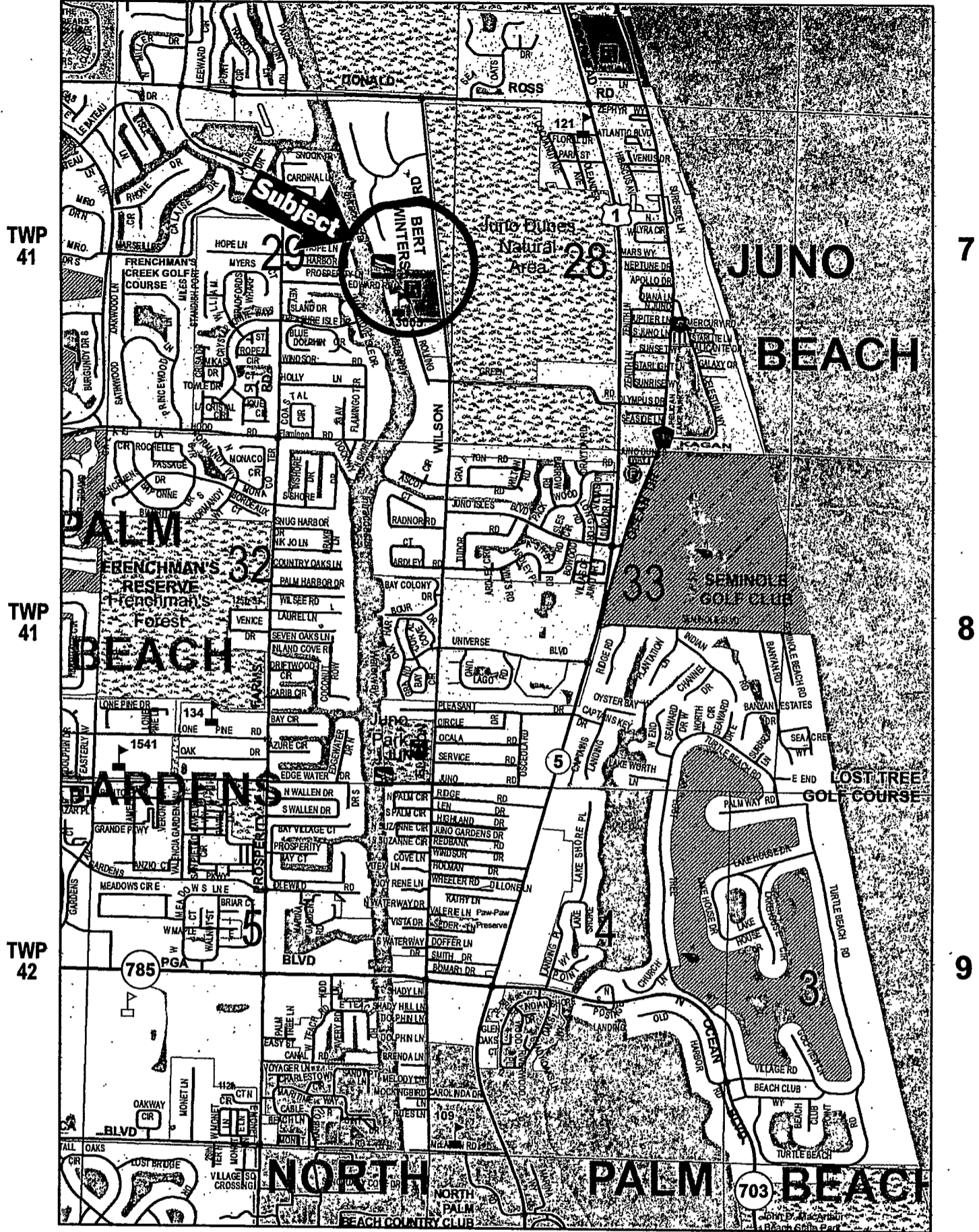
Approved By:
County Administrator Date

Background and Justification Cont.: the County's Bert Winters Park in unincorporated Juno Beach. A requirement of the development order was to provide the County with a 1.54 acre civic site located adjacent to the Park such that the acreage could be assembled into the Park. In December 2010 the County and Toll Brothers entered into an Agreement, whereby Toll Brothers would convey the civic site parcel to the County which is encumbered by various utility easements and would contain a lift station serving the Toll Brothers development and the Park property. In return for the County allowing the easements and lift station, Toll Brothers agreed to plant trees and construct a sewer line to connect the Park restrooms (now on septic tank) to the lift station. The Agreement contained a TCE which allowed Toll Brothers to enter onto the Park property to install the sewer line and a TCAE which provided: i) Toll Brothers access over the civic site parcel to the Toll Brothers property; ii) for the construction of the lift station and a temporary road; and iii) for the placement of trees and utility lines, all of which was structured to occur following the conveyance of the civic site parcel to the County in September 2011. As the general economy faltered, Toll Brothers took advantage of legislation intended to assist developers with development order time extensions, resulting in the conveyance date being extended to July 22, 2014, by operation of Senate Bill's 1752 and 2156.

The County is currently in the planning stages of re-developing the Park and desires to have Toll Brothers install the sewer line prior to conveyance of the civic site parcel to the County. The Agreement originally called for the County to grant Toll Brothers a TCE and a TCAE, both of which were to become effective after conveyance of the civic site parcel to the County. This first Amendment modifies the Agreement to require the County to grant the TCE now. The benefit to the County is that the sewer construction work may be conducted during the Park off season and can be completed prior to implementing redevelopment construction activity in the Park. Toll Brothers is agreeable to complete the construction work between baseball league schedules, but also desires to extend the civic site parcel conveyance date to April of 2015. This conveyance date is anticipated to coincide with Toll Brothers' projected build-out date for the Frenchman's Harbor project, will allow Toll Brothers time to use the civic site for its construction activity and will allow Toll Brothers time to prepare the civic site parcel for turnover to the County. This delay in receiving title to the civic site will coincide with the Park Department's projected time frame for redevelopment of the Park. Staff therefore agreed to extend the civic site parcel conveyance date to no earlier than April 15, 2015, but no later than October 15, 2015.

This First Amendment to the Agreement to Construct extends the date for conveyance of the civic site parcel; adds provisions for the notice to convey the civic site parcel, closing requirements, No Third Party Beneficiary language and development approvals; adds Exhibit "P" to depict the construction and staging area, and updates the Exhibit Index to include Exhibit "P", revises Exhibit "B" (legal description of the Park property now includes the recent one acre AMikids, Inc. acquisition and removes the County property east of Ellison Wilson Rd controlled by ERM), revises Exhibit "G" (depiction of the TCE Area now reflects the asphalt area), revises Exhibit "L" (the TCE Agreement) and revises Exhibit "M" (the TCAE Agreement). The First Amendment provides for the execution of the TCAE at the time of conveyance, should Toll Brothers make the request. The updated TCE will allow for the installation of the sewer line over park property prior to conveyance of the civic site parcel and modifies the term of the TCE to 6 months from the time of TCE recording. The updated TCAE modifies various rights originally granted to Toll Brothers since some activities have been completed by Toll Brothers, allows up to three construction trailers, an asphalt parking area, an access road and staging area for equipment, and reduces the term of the TCAE easement to 6 months, unless sooner terminated according to the provisions of the TCAE. The TCAE also provides for the County Administrator, or his designee, to execute the TCAE at time of closing, if required.

The Disclosure of Beneficial Interests obtained when the Agreement was executed in December 2010, remains in effect since there has been no change in the ownership of Toll FL V Limited Partnership. Staff did not request a new Disclosure.



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**FIRST AMENDMENT
TO
AGREEMENT TO CONSTRUCT**

THIS FIRST AMENDMENT TO AGREEMENT TO CONSTRUCT (the "First Amendment") is made and entered into _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and **TOLL FL V LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is 3970 West Indiantown Road, Jupiter, Florida 33478 ("Grantee"). County and Grantee are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Grantee entered into that certain Agreement to Construct dated December 7, 2010 (R2010-2003) (the "Agreement"), for the conveyance of a Civic Site Parcel to County, construction of a lift station, sewer improvements to serve Bert Winters Park and utility lines to serve Grantee; and

WHEREAS, a Temporary Construction Easement and a Temporary Construction Access Easement were to be granted to Grantee upon conveyance of the Civic Site Parcel, pursuant to Sections 2.4 and 2.5 of the Agreement; and

WHEREAS, County is in the planning stages of re-developing Bert Winters Park and desires to have the sewer improvements installed prior to conveyance of the Civic Site Parcel; and

WHEREAS, Grantee agrees to install sewer lines from the lift station to County's existing bathroom facilities at Bert Winters Park prior to conveyance of the Civic Site Parcel to County, at Grantee's sole cost and expense, in exchange for the County agreeing to extend the date for the conveyance of the Civic Site Parcel to no earlier than April 15, 2015, and no later than October 15, 2015.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Agreement.
2. Section 2.1, Conveyance of Civic Site, is modified to delete the following sentence:

Grantee shall convey the Civic Site Parcel to the County pursuant to the PREM condition of approval for Petition PDD 2003-033, as may be amended.

3. Section 2.4, Temporary Construction Easement, is deleted in its entirety and replaced with the following:

2.4 Temporary Construction Easement. Upon County's approval of this First Amendment, County shall grant Grantee the Temporary Construction Easement attached hereto as Exhibit "L" (the "TCE") in order to allow Grantee to construct the Park Sewer

Improvements to the existing bathroom facilities at Bert Winters Park. Grantee acknowledges and agrees to coordinate any construction activities with the County to minimize any disruption in the park activities within the Easement Premises (as defined in the TCE) and the abutting County property. The term of the TCE shall be for a period of six (6) months from the commencement date as defined therein with the County reserving the right, at its sole discretion, to terminate the TCE with a 30 day written notice from County to Grantee.

4. Section 2.5, Temporary Construction Access Easement, is deleted in its entirety and replaced with the following:

2.5 Temporary Construction Access Easement. Upon the conveyance of the Civic Site Parcel, and if requested by Grantee, County shall grant Grantee a temporary construction access easement over the Civic Site Parcel in the area depicted in Exhibit "G" attached hereto for: (i) access to and from Grantee's Property; (ii) access over the Civic Site Parcel for construction of the portion of the Park Sewer Improvements located on the Civic Site Parcel, and Grantee's Utilities as approved by County in its sole discretion, together with the right to construct the Park Sewer Improvements, and Grantee's Utilities; (iii) access over the Civic Site Parcel; (iv) the right to maintain a road for access over the Civic Site Parcel to Grantee's Property as depicted on Exhibit "H"; and (v) to maintain three (3) construction trailers, an asphalt parking area and a staging area for equipment and materials as depicted on Exhibit "P" attached hereto and made a part hereof (the "Construction Staging Area"). The Temporary Construction Access Easement shall be in the form attached hereto as Exhibit "M" (the "TCAE"). The term of the TCAE shall be for a period of six (6) months from the Commencement Date (as defined in the TCAE) with the County reserving the right, at its sole discretion, to terminate the TCAE with a 30 day written notice from County to Grantee. In the event the County is prepared to start construction on the Civic Site Parcel within 30 days of the conveyance of the Civic Site Parcel to the County, Grantee acknowledges that the County is under no obligation to grant this TCAE.

5. Section 11, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status.
6. The Agreement is hereby modified to add the following:

18. Conveyance by Grantee. The County, at its sole discretion, shall provide a 60 day written notice ("Notice") to the Grantee, for the Grantee to convey the Civic Site Parcel ("Closing") to the County. The County shall not deliver the Notice before February 15, 2015, or later than August 15, 2015. In the event the County does not provide a Notice, the Grantee shall convey the Civic Site Parcel to County no later than October 15, 2015. Grantee, at its sole discretion, may convey the Civic Site Parcel to County prior to April 15, 2015.

19. Closing. The Closing shall be held at the Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida. Grantee shall satisfy all the PREM civic site conditions pursuant to Resolution No. R-2010-2052 and shall be responsible for the following closing costs: (i) recording fees associated with the recording of the deed conveying the Civic Site Parcel to the County and (ii) fees in

connection with the issuance of an owner's title insurance policy insuring title to the Civic Site Parcel pursuant to the requirements of the PREM civic site conditions.

20. No Third Party Beneficiary. No provision of this First Amendment is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this First Amendment, including but not limited to any citizens of County or employees of County or Grantee.

21. Development Approvals. Grantee acknowledges that County will be seeking development approvals and permits for development of Bert Winters Park (including the Civic Site Parcel). The approvals and permits being sought shall be individually and collectively referred to as the "Government Approval or Approvals". County shall submit all applications for Government Approval to Grantee for review and approval prior to submittal, which approval shall not be unreasonably withheld, delayed or conditioned. Grantee shall timely exercise all consents, applications and/or owner authorizations as may be required for such Approvals. Grantee's consent and approval shall not be unreasonably withheld, delayed or conditioned. The County will be responsible for all costs associated with submitting applications for such Approvals other than Grantee's staff and attorney time. Except for the foregoing, Grantee shall not be obligated to incur any other expense or undertake any other obligations relative thereto.

7. The Exhibit Index to the Agreement is hereby deleted in its entirety and is hereby replaced by Exhibit Index attached hereto and made a part hereof.
8. Exhibit "B" to the Agreement is hereby deleted in its entirety and is hereby replaced by Exhibit "B" attached hereto and made a part hereof.
9. Exhibit "G" to the Agreement is hereby deleted in its entirety and is hereby replaced by Exhibit "G" attached hereto and made a part hereof.
10. Exhibit "L" to the Agreement is hereby deleted in its entirety and is hereby replaced by Exhibit "L" attached hereto and made a part hereof.
11. Exhibit "M" to the Agreement is hereby deleted in its entirety and is hereby replaced by Exhibit "M" attached hereto and made a part hereof.
12. Exhibit "P", Construction Staging Area, attached hereto and made a part hereof, is hereby added to the Agreement.
13. Except as set forth herein, the Agreement remains unmodified and in full force and effect.
14. This First Amendment 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.

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IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

Signed, sealed, and delivered in the presence of:

Grantee:

TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership

By: TOLL FL GP CORP., a Florida corporation, its General Partner

By: [Signature]
Donald R. Barnes, Vice President

[Signature]

Witness Signature

STUART GORDON

Witness Name Printed

[Signature]

Witness Signature

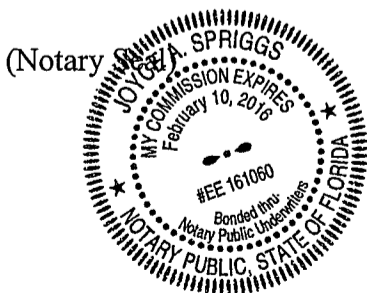
Glora P. Alvarez

Witness Name Printed

(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of OCTOBER, 2013, by Donald R. Barnes, as Vice-President, on behalf of TOLL FL GP CORP, a Florida corporation, the General Partner of TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership, for and on behalf of said corporation and limited partnership, () who is personally known to me OR () who has produced _____ as identification and who (_____) did () did not take an oath.



[Signature]
Notary Public, State of Florida
Joyce A. Spriggs
Type, print or stamped
Commission Number: EE161060
My Commission Expires: 2/10/16

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Assistant County Attorney


By: 
Department Director

EXHIBIT INDEX

- Exhibit "A" Grantee's Property
- Exhibit "B" Bert Winters Park
- Exhibit "C" Civic Site
- Exhibit "D" ENCON Lift Station Easement Area
- Exhibit "E" ENCON Sewer Easement Area
- Exhibit "F" Utility Easement
- Exhibit "G" Temporary Construction Access Easement Area
- Exhibit "H" Construction Plan
- Exhibit "I" Park Sewer Improvements
- Exhibit "J" Trees
- Exhibit "K" Omitted
- Exhibit "L" Temporary Construction Easement ("TCE")
- Exhibit "M" Temporary Construction Access Easement ("TCAE")
- Exhibit "N" ENCON Sewer Easement
- Exhibit "O" ENCON Lift Station Easement
- Exhibit "P" Construction/Staging Area

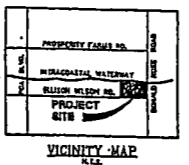
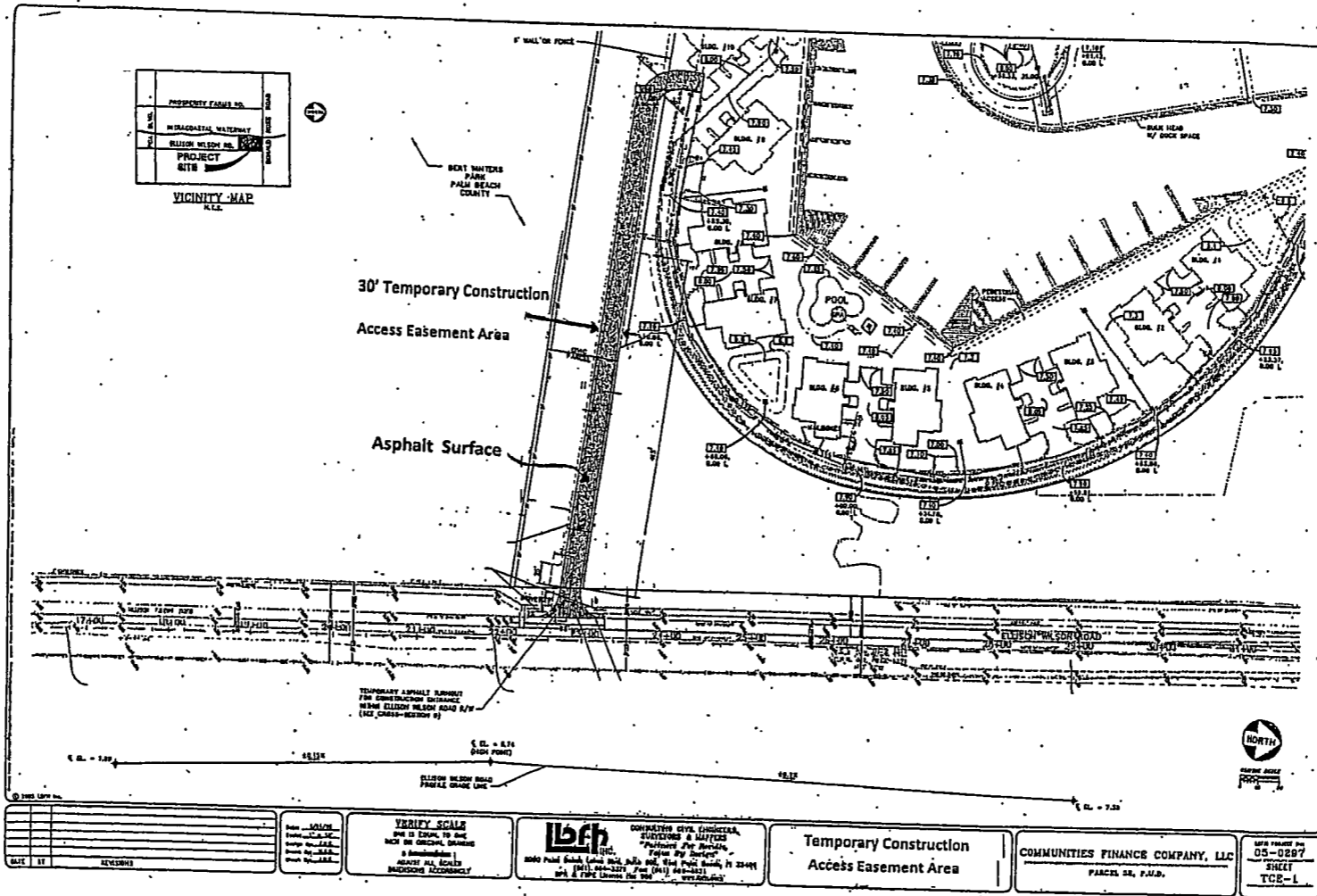
EXHIBIT "B"

BERT WINTERS PARK

A parcel of land lying within the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast one-quarter of said Section 29; thence North 88° 03' 47" West along the North line of the East one-half (E 1/2) of the Southeast one-quarter of said Section 29 (as a basis of bearings), a distance of 269.03 feet to a point being on the West right-of-way line of Ellison-Wilson Road as recorded in Official Records Book 539, Page 486 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue North 88° 03' 47" West along said North line, a distance of 813.35 feet to a point being on the Easterly line of the 500 foot wide right-of-way of the Intracoastal Waterway from Jacksonville to Miami, Florida as recorded in Plat Book 17, Page 7 of the Public Records of Palm Beach County, Florida; thence South 16° 15' 56" East along said Easterly line, a distance of 842.14 feet to a point being on the South line of the North 800.00 feet of the East one-half (E 1/2) of the Southeast one-quarter of said Section 29; thence South 88° 03' 47" East along said South line, a distance of 659.05 feet to a point being on said West right-of-way line of Ellison-Wilson Road; thence North 05° 48' 20" West along said West right-of-way line, a distance of 807.36 feet to the POINT OF BEGINNING.

Exhibit "G"



30' Temporary Construction
Access Easement Area
Asphalt Surface

TEMPORARY ASPHALT SURFACE
FOR CONSTRUCTION ENTRANCE
NEAR ELLISON WELSON ROAD R/W
(SEE CROSS-SECTION 9)

DATE	BY	REVISIONS

Drawn by: J.O.L.M.
Checked by: C.A.M.
Designed by: J.A.A.
Reviewed by: J.A.A.

VERIFY SCALE
ONE IS EQUAL TO ONE
UNLESS OTHERWISE NOTED
ADJUST ALL SCALES
IN ACCORDANCE

lbfh
COMMUNITY CIVIL ENGINEERS,
SURVEYORS & ARCHITECTS
"Pursuant to Florida
Statute 481.08(1),
we are duly licensed
Professional Engineers, Surveyors,
Architects and Planners."
1000 Palm Beach Lakes Blvd., Suite 200, Palm Beach, FL 33480
PH: 561-844-2277, Fax: (561) 844-2277
P.E. & P.L.P. License No. 9000

**Temporary Construction
Access Easement Area**

COMMUNITIES FINANCE COMPANY, LLC
PARCEL 24, P.L.D.

DATE PLOTTED: 05-08-07
SHEET
TCE-1

EXHIBIT "L"
TO THE AGREEMENT TO CONSTRUCT

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

PCN: 00-43-41-29-00-000-5820

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "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 **TOLL FL V LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is 3970 West Indiantown Road, Jupiter, Florida 33478 ("Grantee").

RECITALS

Whereas, Grantee is the owner of the land legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantee's Property"); and

Whereas, County is the owner of the land legally described in Exhibit "B" attached hereto and made a part hereof (the "County Property" or "Bert Winters Park"); and

Whereas, Grantee is in the process of preparing Grantee's Property for development; and

Whereas, in connection with Grantee's development of Grantee's Property, and in exchange for County allowing Grantee to, among other things, install a lift station and utility lines on Grantee's civic site parcel prior to conveyance of said parcel to County, Grantee has agreed to install sewer lines from the lift station to the existing facilities at Bert Winters Park; and

Whereas, in order to perform its obligations, Grantee has requested that County grant a Temporary Construction Easement to Grantee to allow Grantee the right of temporary ingress and egress over County Property for the purpose of installing sewer

lines at Bert Winters Park, together with the right to install sewer lines at Bert Winters Park.

Now, therefore, for and in consideration of Grantee agreeing to complete the work described herein and be bound by the terms contained herein, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Grantee hereby agree as follows:

1. **Recitals/Terms.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Rights Granted.** County does hereby grant to Grantee a non-exclusive Temporary Construction Easement upon the real property legally described in Exhibit "C" attached hereto and made a part hereof (the "Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely for access over and construction within the Easement Premises for the purpose of installing sewer lines at Bert Winters Park (the "Project").

3. **Term of Easement.** The term of this Easement shall commence upon the recording of this Easement in the Public Records of Palm Beach County, Florida (the "Commencement Date"), and shall extend for a period of six (6) months thereafter (the "Easement Term") unless sooner terminated pursuant to the provisions of this Easement. The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or the expiration of the Easement Term. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County if so requested by County after expiration of the Easement Term.

4. **Conditions to Right of Usage.** Under the terms of a separate agreement with County, Grantee has agreed for itself, its successors and assigns, to construct the lift station and provide sewer lines from the lift station on abutting property to the existing facilities at Bert Winters Park. Grantee shall pay the costs of design, permitting and construction of the sewer lines. Grantee shall submit Grantee's plans and applications for permits to the Director of the County's Parks & Recreation Department and obtain the Director's written approval of such plans and applications prior to Grantee obtaining permits for the installation of the sewer lines from the appropriate permitting agency or agencies. The Director's consent shall not be unreasonably withheld. 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 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.

5. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee, or any party acting as its agent, shall locate any existing utility facilities within the Easement Premises and shall contact and coordinate with all utilities that have facilities within the Easement Premises. If any utilities need to be relocated, Grantee shall be responsible for the cost of said relocation.

6. **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.

7. **Maintenance, Repair, and Restoration.** 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 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 upon thirty (30) days prior written notice, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

8. **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 Property.

9. **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.

10. **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, prior to commencement of construction, 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.

11. **Insurance.**

A. Grantee's general contractor shall, during the actual construction activities of the improvements, keep in full force and effect Comprehensive 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, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. The general contractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000). Except for Workers Compensation, all insurance policies shall name County as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to Grantor prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

B. Grantee 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 Three Million Dollars (\$3,000,000) 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. In addition, Grantee shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, Grantee shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Grantee 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 Grantee under this Easement. 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.

12. **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. Notwithstanding the above, Grantee's indemnification shall not extend to actions by County or by any third parties who are acting under rights granted to them pursuant to Section 24 herein.

13. **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.

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

15. **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.

16. **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, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Easement.

17. **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.

18. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements,

either written or oral, relating to this Easement, with the exception of the Agreement to Construct to which this Easement was attached as an exhibit and which the parties entered into on December 7, 2010, and as amended on December 3, 2013.

19. 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:

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:

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

and:

Palm Beach County Parks & Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6600

Fax: (561) 963-6734

Grantee:

Toll FL V Limited Partnership
Attn: Donald R. Barnes
3970 West Indiantown Road
Jupiter, Florida 33478
Telephone: (561) 741-5710
Fax: (561) 741-5711

With a copy to:

Harvey Oyer, III, Esquire
Shutts & Bowen LLP
City Place Tower
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401
Telephone: (561) 650-8517
Fax: (561) 822-5522

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.

20. 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 (i) the right of specific performance thereof, and (ii) the right to perform any or all of Grantee's remaining work as required herein at Grantee's expense.

21. 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.

22. Easement Appurtenant. This Easement shall be an easement appurtenant to the Grantee's Property and shall inure to the benefit of and shall burden Grantee, and its successors and assigns, and shall run with the title to the Grantee's Property.

23. 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.

24. **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.

25. **Obligations to Construct Survive.** Grantee shall complete the work required herein within the terms of this Easement. Notwithstanding anything to the contrary contained herein, the obligations of Grantee set forth herein shall (i) survive the term of this Easement; (ii) burden Grantee's Property; (iii) run with the land; and (iv) be binding on Grantee, its successors, and assigns.

26. **Recording of Easement.** County shall be entitled to record this Easement in the Public Records of Palm Beach County, Florida.

27. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

28. **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, 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:

TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership

By: TOLL FL GP CORP., a Florida corporation, its General Partner

Witness Signature

By: _____
Donald R. Barnes, Vice President

Witness Name Printed

Witness Signature

(Seal)

Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Donald R. Barnes, as Vice President, on behalf of TOLL FL GP CORP, a Florida corporation, the General Partner of TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership, for and on behalf of said corporation and limited partnership, 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**

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

By: _____
Deputy Clerk

By: _____
, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

EXHIBIT "A"

GRANTEE'S PROPERTY

Description:

A parcel of land lying within the Northeast one-quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida. Being more particularly described as follows:

Commencing at the Northeast corner of said Section 29; thence North $87^{\circ}55'03''$ West (as a basis of bearings) along the North line of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 600.46 feet to a point being on the West right-of-way line of Ellison Wilson Road as recorded in Official Record Book 539, Page 486 of the Public Records of Palm Beach County, Florida; thence South $05^{\circ}48'20''$ East along said West right-of-way line, a distance of 141.70 feet to the Southeast corner of Parcel 105 as recorded in Official Record Book 9577, Page 178 of the Public Records of Palm Beach County, Florida and the Point of Beginning; thence continue South $05^{\circ}48'20''$ East, a distance of 2,561.10 feet to a point being on the South line of the Northeast one-quarter (NE 1/4) of said Section 29 (the preceding course being coincident with the West right-of-way line of Ellison Wilson Road as recorded in Official Record Book 539, Page 486, Official Record Book 539, Page 492 and Official Record Book 812, Page 557 all of the Public Records of Palm Beach County, Florida); thence North $88^{\circ}03'47''$ West along said South line, a distance of 813.35 feet to a point being on the East right-of-way line of the Intracoastal Waterway as recorded in Plat Book 17, Page 7 of the Public Records of Palm Beach County, Florida; thence continue North $88^{\circ}03'47''$ West, a distance of 185.55 feet to a point being on the Easterly line of the former Florida East Coast Canal as depicted on the plat of the Intracoastal Waterway as recorded in Plat Book 17, page 7 of the Public Records of Palm Beach County, Florida; thence North $17^{\circ}07'45''$ West, a distance of 308.07 feet; thence North $22^{\circ}23'00''$ West, a distance of 112.33 feet; thence North $17^{\circ}11'19''$ West, a distance of 415.52 feet; thence North $19^{\circ}19'30''$ West, a distance of 575.91 feet; thence North $18^{\circ}49'20''$ West, a distance of 478.71 feet; thence North $16^{\circ}52'40''$ West, a distance of 464.20 feet; thence North $15^{\circ}06'01''$ West, a distance of 347.76 feet to the Southwest corner of Parcel 101 as recorded in Official Records Book 9577, Page 178 of the Public Records of Palm Beach County, Florida (the preceding seven (7) courses being coincident with said Easterly line of the former Florida East Coast Canal); thence North $89^{\circ}38'42''$ East along the South line of said Parcel 101, a distance of 259.50 feet to the Southeast corner of said Parcel 101, also being the Southwest corner of Parcel 102 as recorded in Official Records Book 9577, Page 178 of the Public Records of Palm Beach County, Florida and also being on the East right-of-way line of said Intracoastal Waterway; thence North $89^{\circ}38'42''$ East, a distance of 143.68 feet to the point of curvature of a circular curve to the right; thence easterly along the arc of said curve having a radius of 18,615.37 feet, a central angle of $02^{\circ}27'05''$ for a distance of 796.46 feet; thence South $87^{\circ}54'13''$ East, a distance of 328.38 feet to the Northwest corner of Parcel 105 as recorded in Official Record Book 9577, Page 178 of

the Public Records of Palm Beach County, Florida (the preceding three (3) courses being coincident with the South line of said Parcel 102); thence South $46^{\circ}51'16''$ East along the Southwesterly line of said Parcel 105, a distance of 52.54 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 76.29 acres more or less.

EXHIBIT "B"

BERT WINTERS PARK

A parcel of land lying within the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast one-quarter of said Section 29; thence North 88° 03' 47" West along the North line of the East one-half (E 1/2) of the Southeast one-quarter of said Section 29 (as a basis of bearings), a distance of 269.03 feet to a point being on the West right-of-way line of Ellison-Wilson Road as recorded in Official Records Book 539, Page 486 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue North 88° 03' 47" West along said North line, a distance of 813.35 feet to a point being on the Easterly line of the 500 foot wide right-of-way of the Intracoastal Waterway from Jacksonville to Miami, Florida as recorded in Plat Book 17, Page 7 of the Public Records of Palm Beach County, Florida; thence South 16° 15' 56" East along said Easterly line, a distance of 842.14 feet to a point being on the South line of the North 800.00 feet of the East one-half (E 1/2) of the Southeast one-quarter of said Section 29; thence South 88° 03' 47" East along said South line, a distance of 659.05 feet to a point being on said West right-of-way line of Ellison-Wilson Road; thence North 05° 48' 20" West along said West right-of-way line, a distance of 807.36 feet to the POINT OF BEGINNING.

**EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES")**

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 AND THE WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 539, PAGE 486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 05° 48' 20" EAST (AS A BASIS OF BEARINGS) ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 272.34 FEET; THENCE SOUTH 48° 54' 23" WEST DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 469.77 FEET; THENCE NORTH 17°09'10" WEST, A DISTANCE OF 44.64 FEET; THENCE NORTH 72°50'50" EAST, A DISTANCE OF 32.37 FEET; THENCE NORTH 17°09'10" WEST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 73°14'04" WEST, A DISTANCE OF 38.90 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 2.33 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 55.47 FEET TO A POINT BEING ON THE EAST LINE OF THOSE LANDS CONVEYED TO THE PALM BEACH MARINE INSTITUTE, INC. BY THAT CERTAIN DEED AS RECORDED IN OFFICIAL RECORDS BOOK 5227, PAGE 581 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 33° 53' 00" WEST ALONG SAID EAST LINE, A DISTANCE OF 60.23 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 66.52 FEET; THENCE NORTH 45° 00' 00" EAST, A DISTANCE OF 22.25 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 48° 54' 23" EAST, A DISTANCE OF 287.46 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD; THENCE NORTH 05° 48' 20" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 253.27 FEET TO A POINT BEING ON SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE CONTINUE NORTH 05° 48' 20" WEST A DISTANCE OF 88.25 FEET TO A POINT BEING ON THE SOUTH LINE OF THAT CERTAIN CONSERVATION EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 20471, PAGE 1690 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88° 04' 34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.46 FEET TO A POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 812, PAGE 557 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 05° 48' 20" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 88.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA. CONTAINING 48,021 SQUARE FEET, MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST RIGHT-OF-WAY LINE OF ELLISON WILSON ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 539, PAGE 486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEARING OF SOUTH 05°48'20" EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. O.R.B. - DENOTES OFFICIAL RECORD BOOK


CERTIFICATE:

HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 21, 2010. I FURTHER CERTIFY THAT THIS ("EASEMENT PREMISES") SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	10/21/10
DRAWN BY	DPL
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	5695WSTCF

**BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION**



SOUTH LINE
CONSERVATION EASEMENT
(O.R.B. 20471, PAGE 1690)

UNPLATTED PORTION OF NE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

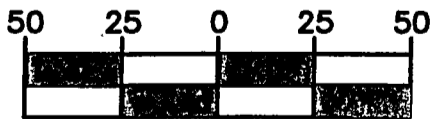
SW CORNER NE 1/4 SECTION 29
TOWNSHIP 41 SOUTH, RANGE 43 EAST

NORTH LINE OF THE SE 1/4 OF SECTION 29
TOWNSHIP 41 SOUTH, RANGE 43 EAST
NORTH LINE BERT WINTERS PARK

UNPLATTED
POINT OF BEGINNING

INTERSECTION OF THE NORTH
LINE OF THE SOUTHEAST
ONE-QUARTER OF SECTION
29-41-43 AND THE WEST
RIGHT-OF-WAY LINE OF ELLISON
WILSON ROAD

BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST



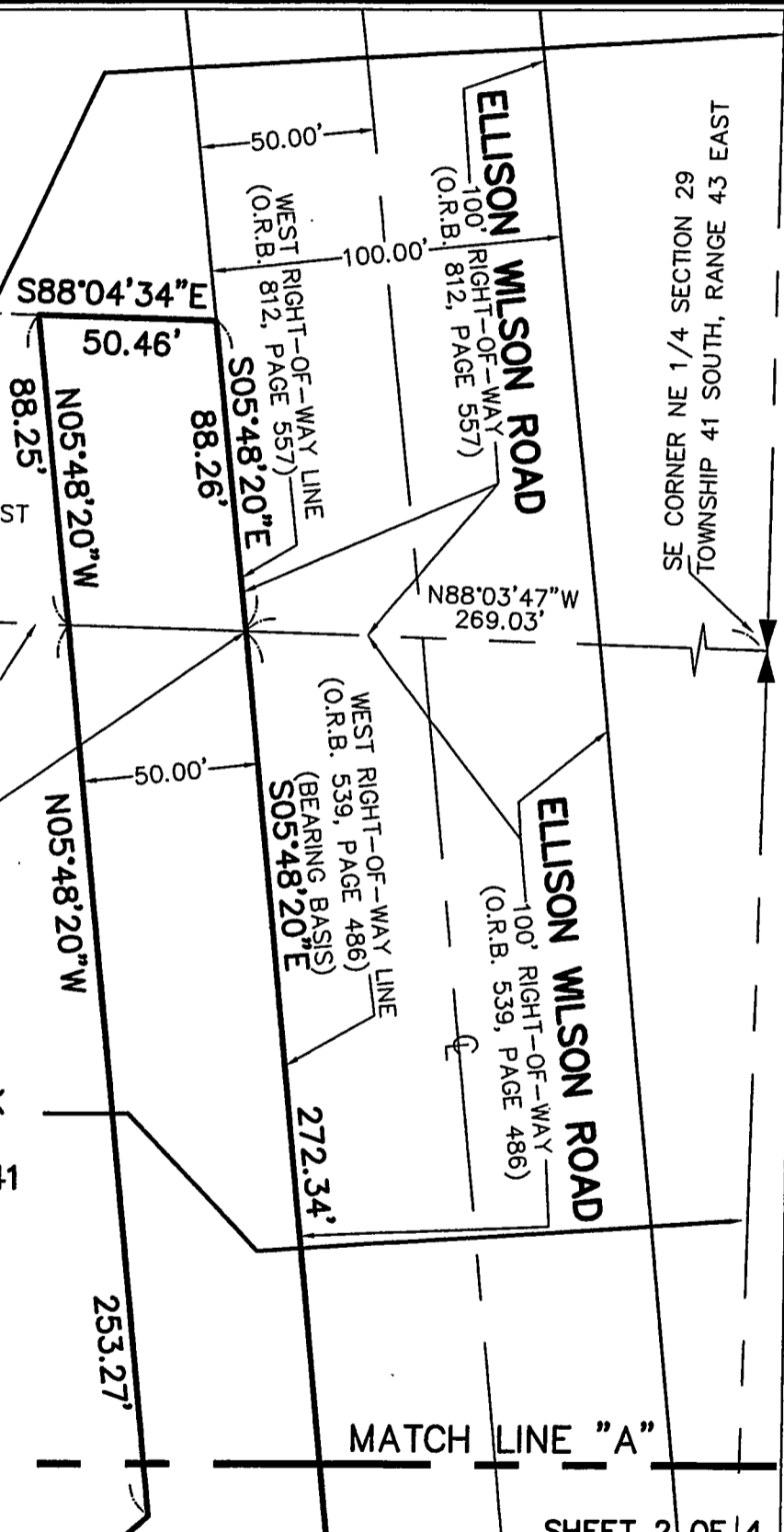
GRAPHIC SCALE
(IN FEET)

BERT WINTERS COUNTY PARK

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION



MATCH LINE "A"

SHEET 2 OF 4

DATE	10/21/10
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5695WSTCF

BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

MATCH LINE "A"

MATCH LINE "B"

N48°54'23"E 287.46'
S48°54'23"W 469.77'

253.27'

50.00'

WEST RIGHT-OF-WAY LINE
(O.R.B. 539, PAGE 486)

ELLISON WILSON ROAD
100' RIGHT-OF-WAY
(O.R.B. 539, PAGE 486)



GRAPHIC SCALE
(IN FEET)

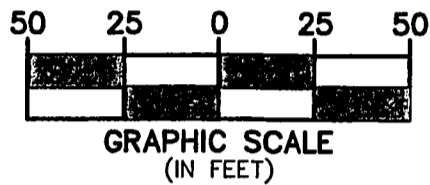
SHEET 3 OF 4



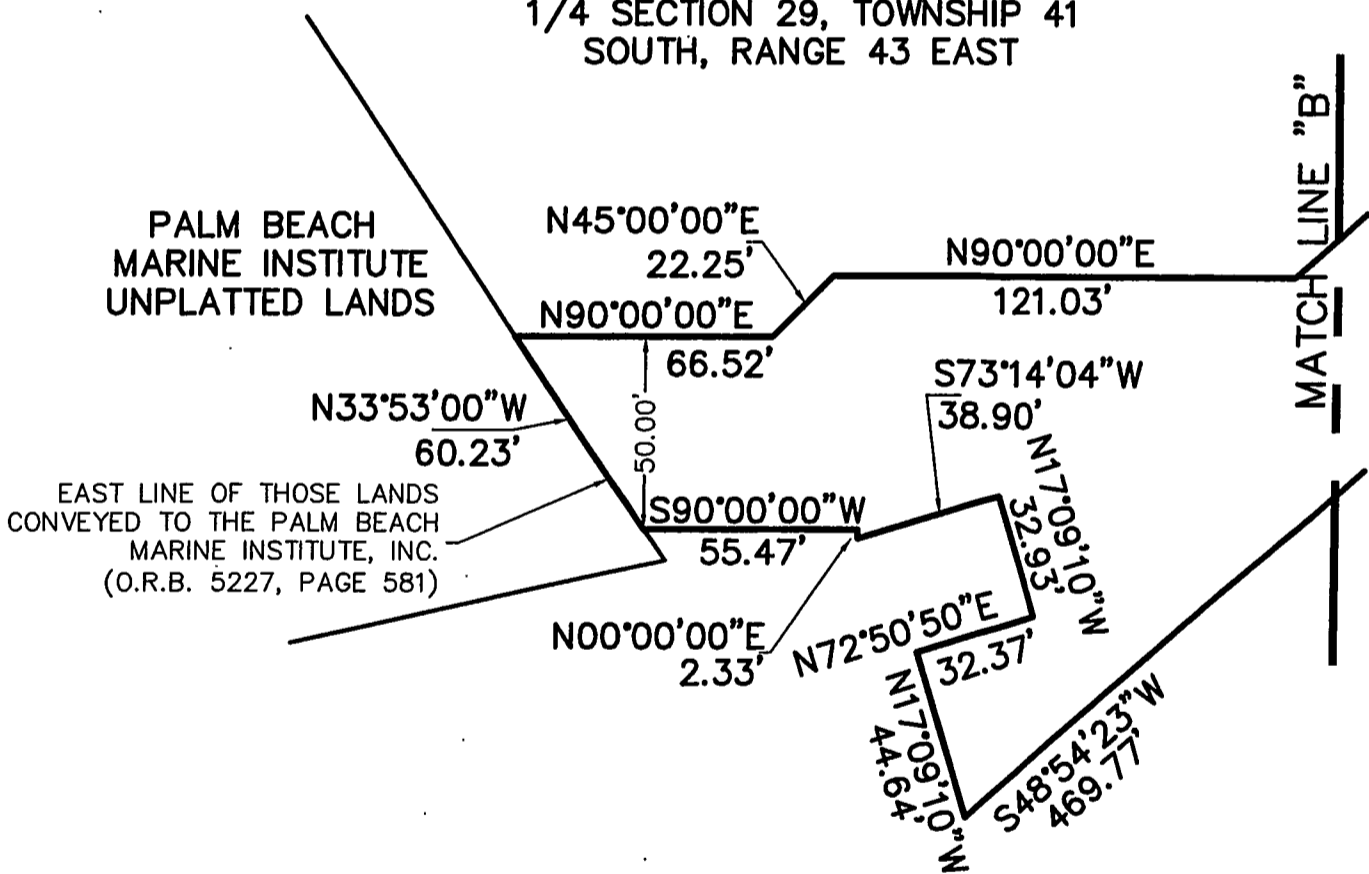
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

**BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION**

DATE	10/21/10
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5695WSTCF



BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST



BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

SHEET 4 OF 4

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION

DATE	10/21/10
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5695WSTCF

EXHIBIT "M"
TO THE AGREEMENT TO CONSTRUCT

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

PCN: 00-43-41-29-33-003-0010

TEMPORARY CONSTRUCTION ACCESS EASEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT (the "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 **TOLL FL V LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is 3970 West Indiantown Road, Jupiter, Florida 33478 ("Grantee").

RECITALS

Whereas, Grantee is the owner of the land legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantee's Property"); and

Whereas, County is the owner of the land legally described in Exhibit "B" attached hereto and made a part hereof (the "County Property"); and

Whereas, Grantee is in the process of preparing Grantee's Property for development; and

Whereas, in connection with Grantee's development of Grantee's Property, and in exchange for County allowing Grantee to, among other things, install a lift station and Grantee's utility lines on the County Property and use the County Property for temporary access to and from Grantee's Property for construction and development purposes, Grantee has agreed to install sewer lines from the lift station to the existing bathroom facilities at Bert Winters Park; and

Whereas, in order to perform its obligations, Grantee has requested that County grant a Temporary Construction Access Easement to Grantee to allow Grantee the right of temporary ingress and egress over, together with the right to construct on, County Property: (i) for access to and from Grantee's Property for construction and development purposes; (ii) for access over the County Property for construction of the portion of the sewer lines located on the County Property that will ultimately connect to the existing bathroom facilities at Bert Winters Park and Grantee's utility lines, as approved by County, together with the right to construct the sewer lines and Grantee's utility lines; (iii) to maintain the existing temporary asphalt access road over a portion of the County

Property to Grantee's Property; and (iv) to maintain Grantee's three (3) construction trailers, asphalt parking area, temporary asphalt access road and staging area for equipment and materials, as depicted on Exhibit "C" attached hereto and made a part hereof.

Now, therefore, for and in consideration of Grantee agreeing to complete the work described herein and be bound by the terms contained herein, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Grantee hereby agree as follows:

1. **Recitals/Terms.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Rights Granted.** County does hereby grant to Grantee a non-exclusive Temporary Construction Access Easement upon the real property legally described in Exhibit "D" attached hereto and made a part hereof (the "Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely for access over and construction within the Easement Premises for the purpose of completing the construction and development on Grantee's Property and the construction of the portion of the sewer lines located on the County Property that will ultimately connect to the existing bathroom facilities at Bert Winters Park and Grantee's utility lines. Grantee shall have the right to maintain Grantee's construction trailers, on-site parking area, staging area for equipment and materials, and the temporary asphalt access road to Grantee's Property over the County Property (collectively, the "Project"), as depicted on Exhibit "C".

3. **Term of Easement.** The term of this Easement shall commence upon the recording of this Easement in the Public Records of Palm Beach County, Florida (the "Commencement Date"), and shall extend for a period of six (6) months after the Commencement Date (the "Easement Term") unless sooner terminated pursuant to the provisions of this Easement. The County reserves the right to terminate this Easement upon a thirty (30) day written notice from County to Grantee. The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of County's termination of this Easement, Grantee's completion of the Project or the expiration of the Easement Term. Notwithstanding such automatic termination, prior to such termination, Grantee shall remove all Grantee's personal property, including but not limited to, construction trailer, equipment, and building materials, from the Easement Premises. Grantee shall properly terminate and abandon the utilities which serve the three (3) construction trailers upon the removal of said trailers. Unless requested otherwise by County, the temporary asphalt access road and parking area shall be removed from the Easement Premises by the Grantee prior to termination. Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County if so requested by County after expiration of the Easement Term.

4. **Conditions to Right of Usage.** Under the terms of a separate agreement with County, Grantee has agreed for itself, its successors and assigns, to: (i) construct on the County Property Park Sewer Improvements (as defined in the Agreement To Construct) and Grantee's utility lines and (ii) construct a road for access to and from Grantee's Property. Grantee shall obtain from 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 the Director of the County's Parks and Recreation Department. 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 give County ten (10) 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.

5. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent, shall locate any existing utility facilities within the Easement Premises and shall contact and coordinate with all utilities that have facilities within the Easement Premises. If any utilities need to be relocated, Grantee shall be responsible for the cost of relocation.

6. **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.

7. **Maintenance, Repair, and Restoration.** 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 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 upon thirty (30) days prior written notice, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

8. **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 Property.

9. **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.

10. 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, prior to commencing construction, 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.

11. Insurance.

A. Grantee's general contractor shall, during the actual construction activities of the improvements, keep in full force and effect Comprehensive 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, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. The general contractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000). Except for Workers Compensation, all insurance policies shall name County as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to Grantor prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

B. Grantee 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 Three Million Dollars (\$3,000,000) 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. In addition, Grantee shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, Grantee shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be

provided on a primary basis. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Grantee 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 Grantee under this Easement. 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.

12. 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. Notwithstanding the above, Grantee's indemnification shall not extend to actions by County or by any third parties who are acting under rights granted to them pursuant to Section 24 herein.

13. 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.

14. Time of Essence. The parties expressly agree that time is of the essence in this Easement.

15. 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.

16. 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, sexual orientation, or gender identity or expression, be excluded

from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Easement.

17. **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.

18. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement, with the exception of the Agreement to Construct and as amended on December 3, 2013.

19. **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:

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:

Palm Beach County Attorneys' Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Telephone: (561) 355-2225

Fax: (561) 355-4398

and:

Palm Beach County Parks & Recreation Department

Attention: Director

2700 6th Avenue South

Lake Worth, Florida 33461

Telephone: (561)966-6600

Fax: (561) 963-6734

Grantee:

Toll FL V Limited Partnership

Attention: Donald R. Barnes

3970 West Indiantown Road

Jupiter, Florida 33478

Telephone: (561) 741-5710

Fax: (561) 741-5711

With a copy to:

Harvey Oyer, III, Esquire

Shutts & Bowen LLP

City Place Tower

525 Okeechobee Blvd., Suite 1100

West Palm Beach, Florida 33401

Telephone: (561) 650-8517

Fax: (561) 822-5522

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.

20. 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 (i) the right of specific performance thereof, and (ii) the right to perform any or all of Grantee's remaining work as required herein at Grantee's expense.

21. 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.

22. Easement Appurtenant. This Easement shall be an easement appurtenant to the Grantee's Property and shall inure to the benefit of and shall burden Grantee, and its successors and assigns, and shall run with the title to Grantee's Property.

23. **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.

24. **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.

25. **Obligations to Construct Survive.** Grantee shall complete the work required herein within the terms of this Easement. Notwithstanding anything to the contrary contained herein, the obligations of Grantee set forth herein shall (i) survive the term of this Easement; (ii) burden Grantee's Property; (iii) run with the land; and (iv) be binding on Grantee, its successors, and assigns.

26. **Recording of Easement.** County shall be entitled to record this Easement in the Public Records of Palm Beach County, Florida.

27. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

28. **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, the parties have executed this Easement as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Grantee:

TOLL FL V LIMITED PARTNERSHIP,
a Florida limited partnership

By: **TOLL FL GP CORP.**, a Florida
corporation, its General Partner

Witness Signature

By: _____
Donald R. Barnes, Vice President

Witness Name Printed

Witness Signature

(Seal)

Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Donald R. Barnes, as Vice President, on behalf of TOLL FL GP CORP, a Florida corporation, the General Partner of TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership, for and on behalf of said corporation and limited partnership, (___) who is personally known to me OR (___) who has produced _____ as identification and who (___) did (_____) did not take an oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name

Commission Number: _____

My Commission Expires: _____

County:

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

By: _____
Audrey Wolf, Director
Facilities Development & Operations

Witness Name

Print Witness Name

Witness Name

Print Witness Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day
of _____, 2013, by Audrey Wolf, as Director, Facilities
Development & Operations, on behalf of PALM BEACH COUNTY, a political
subdivision of the State of Florida, for and on behalf of PALM BEACH COUNTY,
(_____) who is personally known to me OR (_____) who has produced _____
_____ as identification and who (_____) did (_____) did
not take an oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name
Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

GRANTEE'S PROPERTY

Description:

A parcel of land lying within the Northeast one-quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida. Being more particularly described as follows:

Commencing at the Northeast corner of said Section 29; thence North $87^{\circ}55'03''$ West (as a basis of bearings) along the North line of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 600.46 feet to a point being on the West right-of-way line of Ellison Wilson Road as recorded in Official Record Book 539, Page 486 of the Public Records of Palm Beach County, Florida; thence South $05^{\circ}48'20''$ East along said West right-of-way line, a distance of 141.70 feet to the Southeast corner of Parcel 105 as recorded in Official Record Book 9577, Page 178 of the Public Records of Palm Beach County, Florida and the Point of Beginning; thence continue South $05^{\circ}48'20''$ East, a distance of 2,561.10 feet to a point being on the South line of the Northeast one-quarter (NE 1/4) of said Section 29 (the preceding course being coincident with the West right-of-way line of Ellison Wilson Road as recorded in Official Record Book 539, Page 486, Official Record Book 539, Page 492 and Official Record Book 812, Page 557 all of the Public Records of Palm Beach County, Florida); thence North $88^{\circ}03'47''$ West along said South line, a distance of 813.35 feet to a point being on the East right-of-way line of the Intracoastal Waterway as recorded in Plat Book 17, Page 7 of the Public Records of Palm Beach County, Florida; thence continue North $88^{\circ}03'47''$ West, a distance of 185.55 feet to a point being on the Easterly line of the former Florida East Coast Canal as depicted on the plat of the Intracoastal Waterway as recorded in Plat Book 17, page 7 of the Public Records of Palm Beach County, Florida; thence North $17^{\circ}07'45''$ West, a distance of 308.07 feet; thence North $22^{\circ}23'00''$ West, a distance of 112.33 feet; thence North $17^{\circ}11'19''$ West, a distance of 415.52 feet; thence North $19^{\circ}19'30''$ West, a distance of 575.91 feet; thence North $18^{\circ}49'20''$ West, a distance of 478.71 feet; thence North $16^{\circ}52'40''$ West, a distance of 464.20 feet; thence North $15^{\circ}06'01''$ West, a distance of 347.76 feet to the Southwest corner of Parcel 101 as recorded in Official Records Book 9577, Page 178 of the Public Records of Palm Beach County, Florida (the preceding seven (7) courses being coincident with said Easterly line of the former Florida East Coast Canal); thence North $89^{\circ}38'42''$ East along the South line of said Parcel 101, a distance of 259.50 feet to the Southeast corner of said Parcel 101, also being the Southwest corner of Parcel 102 as recorded in Official Records Book 9577, Page 178 of the Public Records of Palm Beach County, Florida and also being on the East right-of-way line of said Intracoastal Waterway; thence North $89^{\circ}38'42''$ East, a distance of 143.68 feet to the point of curvature of a circular curve to the right; thence easterly along the arc of said curve having a radius of 18,615.37 feet, a central angle of $02^{\circ}27'05''$ for a distance of 796.46 feet; thence South $87^{\circ}54'13''$ East, a distance of 328.38 feet to the Northwest corner of Parcel 105 as recorded in Official Record Book 9577, Page 178 of

the Public Records of Palm Beach County, Florida (the preceding three (3) courses being coincident with the South line of said Parcel 102); thence South $46^{\circ}51'16''$ East along the Southwesterly line of said Parcel 105, a distance of 52.54 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 76.29 acres more or less.

EXHIBIT "B"

COUNTY'S PROPERTY

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; PROCEED NORTH 88°03'47" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 269.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ELLISON WILSON ROAD (A 100.00 FOOT WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 812, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°03'47" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 813.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS RECORDED IN PLAT BOOK 17, PAGE 7, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 16°15'56" WEST, DEPARTING SAID NORTH LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1.27 FEET; THENCE NORTH 63°38'13" EAST, A DISTANCE OF 27.73 FEET; THENCE NORTH 56°54'41" EAST, A DISTANCE OF 29.86 FEET; THENCE NORTH 02°29'53" EAST, A DISTANCE OF 26.22 FEET; THENCE NORTH 10°28'34" WEST, A DISTANCE OF 30.27 FEET; THENCE NORTH 88°04'34" WEST, A DISTANCE OF 759.24 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ELLISON WILSON ROAD; THENCE SOUTH 05°48'20" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 88.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.54 ACRES, MORE OR LESS.

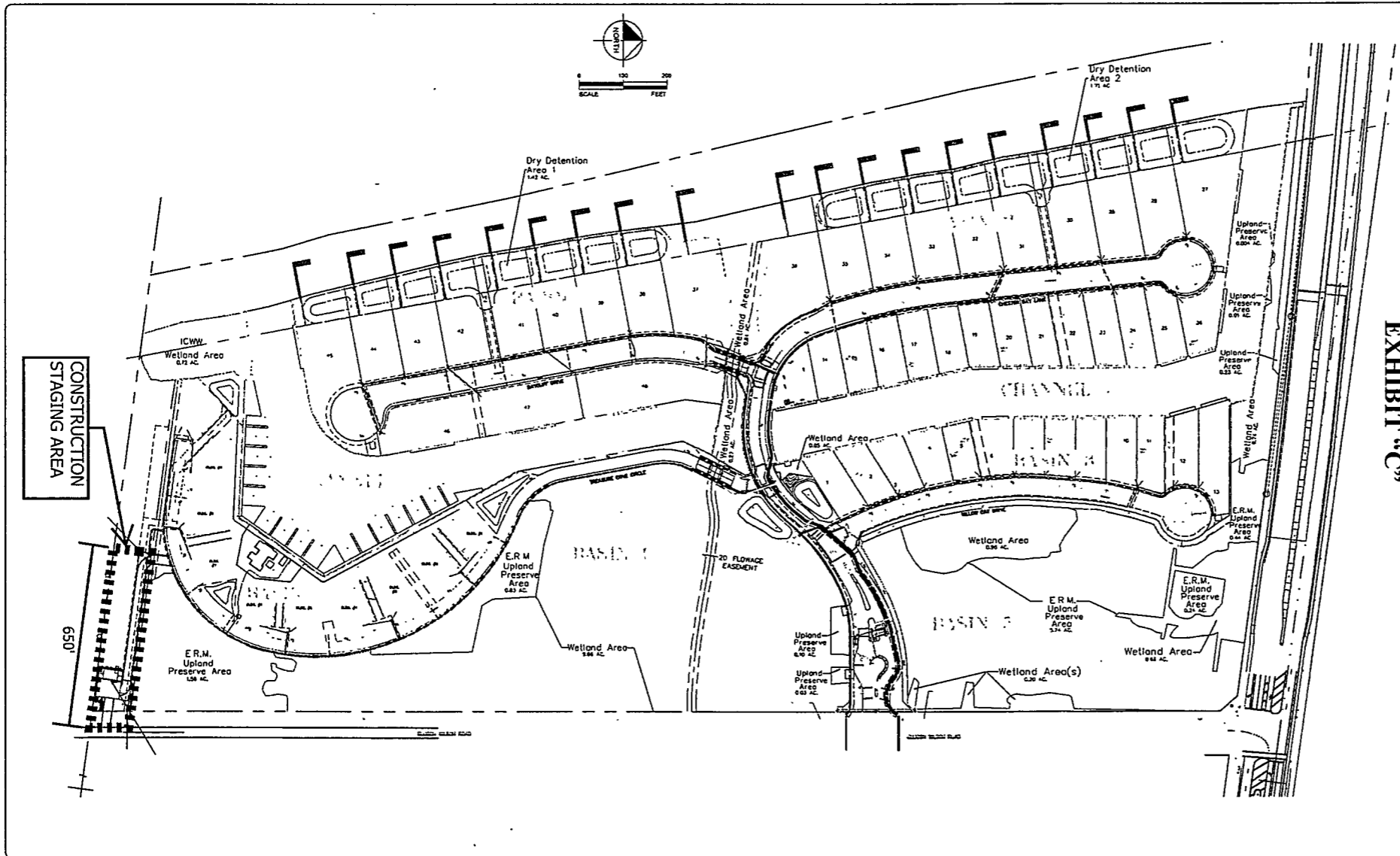


EXHIBIT "C"

DATE	BY	REVISIONS

Date: 03/01/11
 Scale: AS SHOWN
 Design By: JSC
 Drawn By: JSC
 Check By: JSC

DESIGN ENGINEER:
 MOHAMED S. SPRUCE
 FLORIDA REGISTRATION NUMBER:
 57778
 DATE:

VERIFY SCALE
 BAR IS EQUAL TO ONE
 INCH ON ORIGINAL DRAWING
 0
 1
 ADJUST ALL SCALED
 DIMENSIONS ACCORDINGLY

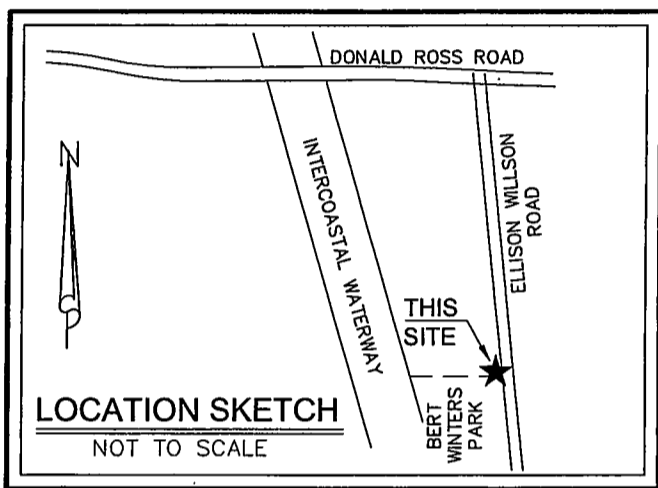
Kimley-Horn and Associates, Inc.
 3015 KIMLEY-HORN AND ASSOCIATES, INC.
 1880 S. CONGRESS AVE., STE. 100 DELRAY BEACH, FL 33445
 PHONE (561) 330-2345 FAX (561) 330-2343
 WWW.KIMLEY-HORN.COM CA 06050698

OVERALL SITE PLAN
 FOR CONSTRUCTION TRAILER

TOLL BROTHERS, INC.
 FRENCHMAN'S HARBOR (FKA PARCEL 32, P.U.D.)

SHEET
 CT-1

SKETCH & DESCRIPTION



Dennis J. Leavy
01-07-09

SURVEY NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSE BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB 6599 AND THE CERTIFYING SURVEYOR'S LICENSE NUMBER IS 5888.
4. BEARINGS DEPICTED HEREON ARE BASED UPON THE WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD AS RECORDED IN OFFICIAL RECORD BOOK 812, PAGE 557, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA. SAID LINE BEING MONUMENTED AND HAVING A BEARING OF NORTH 05°48'20" WEST
5. THIS IS NOT A SURVEY.

LEGEND:

PBCR = PALM BEACH COUNTY RECORDS
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY
 CL = CENTERLINE

EXHIBIT "D":
 TEMPORARY CONSTRUCTION
 ACCESS EASEMENT
 ("EASEMENT PREMISES")

1	01/07/09	REVISE PER PREM COMMENTS	DAB
REVISIONS			

DENNIS J. LEAVY & ASSOCIATES, INC.
 LAND SURVEYORS * MAPPERS
 460 BUSINESS PARK WAY SUITE B
 ROYAL PALM BEACH, FLORIDA 33411
 PHONE: (561) 753-0650 FAX: (561) 753-0290

SKETCH & DESCRIPTION
 For: WCI Communities, INC.

DRAWN: RM	SCALE: N/A	DATE: 08/15/07
F.B./PG.: N/A	JOB#: 05-065-06 SD4	SHEET: 1 OF 4

DESCRIPTION:

A parcel of land lying within the Northeast one-quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida.

Being more particularly described as follows:

Commencing at the intersection of the South line of the Northeast One-quarter of said Section 29 and the West Right-of-Way line of Ellison-Wilson Road as described in Official Record Book 812, Page 557 of the Public Records of Palm Beach County, Florida; thence North 05°48'20" West (as a basis of bearing) along said West Right-of-Way line of Ellison-Wilson Road, a distance of 57.98 feet to a point being on a line lying 30.00 feet South of and parallel with (as measured at right angles) that certain Conservation Easement as described in Official Record Book 20471, page 1690 of The Public Records of Palm Beach County, Florida, and the POINT OF BEGINNING; thence North 88°04'34" West along said parallel line, a distance of 654.69 feet; thence North 01°55'26" East, a distance of 30.00 feet; thence South 88°04'34" East, a distance of 354.08 feet to the Southwest corner of said Conservation Easement; thence continue South 88°04'34" East along the South line of said Conservation Easement, a distance of 296.53 feet to a point being on said West Right-of-Way line of Ellison-Wilson Road; thence South 05°48'20" East along said West Right-of-Way line, a distance of 30.28 feet to the POINT OF BEGINNING.

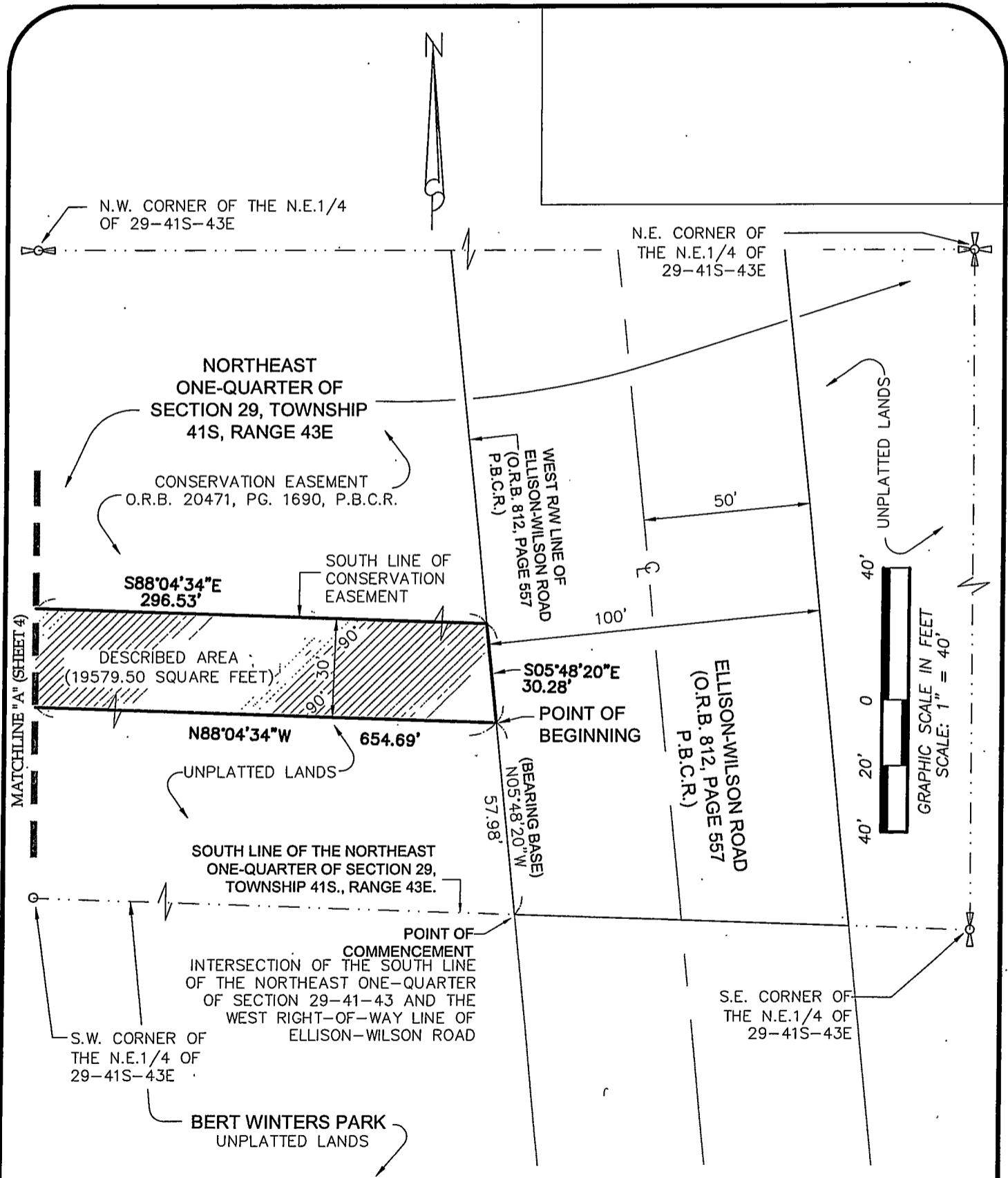
Said lands situate, lying and being in Palm Beach County, Florida.

Containing 19579.50 square feet more or less.

DENNIS J. LEAVY & ASSOCIATES, INC.
LAND SURVEYORS * MAPPERS
460 BUSINESS PARK WAY SUITE B
ROYAL PALM BEACH, FLORIDA 33411
PHONE: (561) 753-0650 FAX: (561) 753-0290

SKETCH & DESCRIPTION
For: WCI Communities, INC.

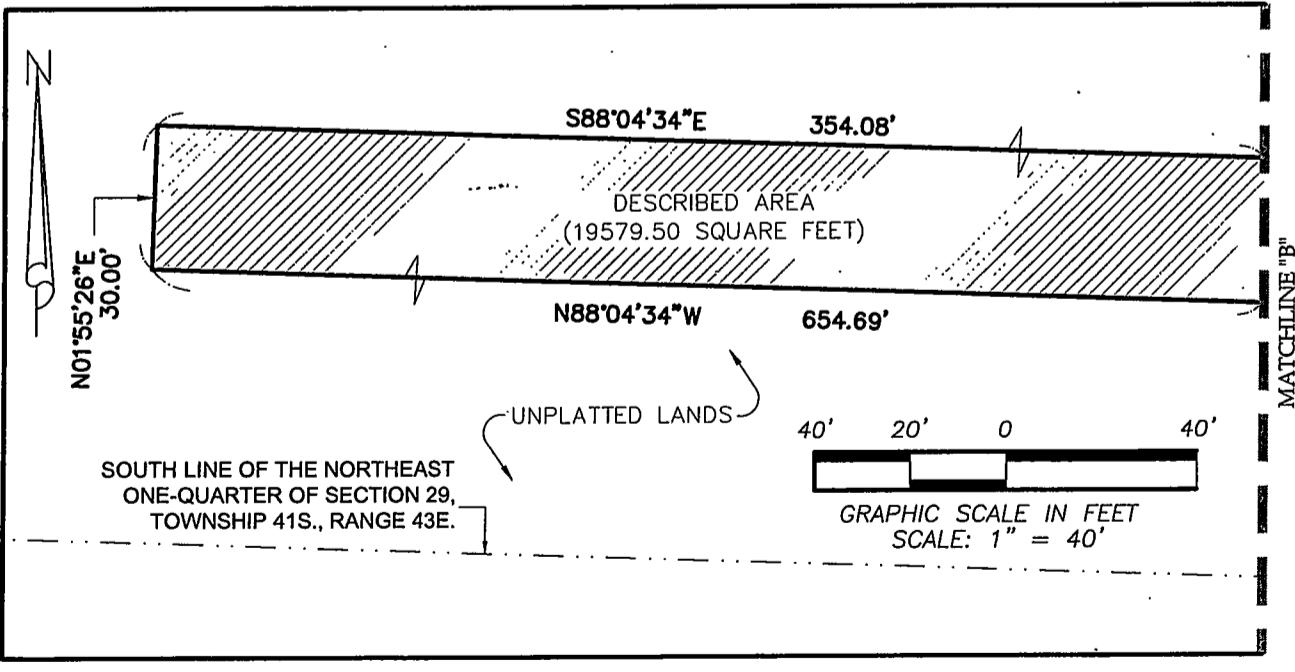
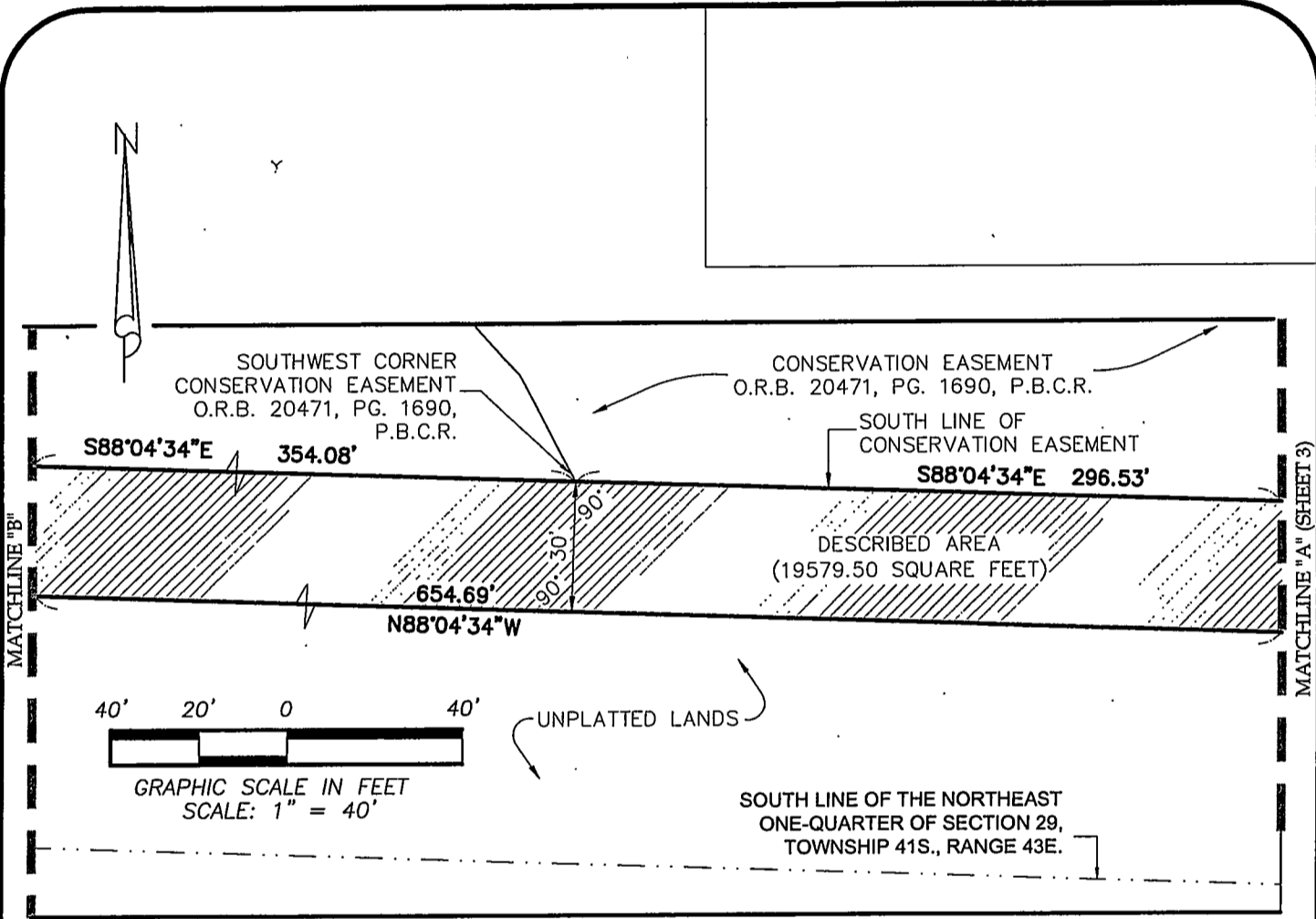
DRAWN: RM	SCALE: N/A	DATE: 08/15/07
F.B./PG.: N/A	JOB#: 05-065-06 SD4	SHEET: 2 OF 4



DENNIS J. LEAVY & ASSOCIATES, INC.
 LAND SURVEYORS * MAPPERS
 460 BUSINESS PARK WAY SUITE B
 ROYAL PALM BEACH, FLORIDA 33411
 PHONE: (561) 753-0650 FAX: (561) 753-0290

SKETCH & DESCRIPTION
 For: WCI Communities, INC.

DRAWN: RM	SCALE: 1"=40'	DATE: 08/15/07
F.B./PG.: N/A	JOB#: 05-065-06 SD4	SHEET: 3 OF 4



DENNIS J. LEAVY & ASSOCIATES, INC.
 LAND SURVEYORS * MAPPERS
 460 BUSINESS PARK WAY SUITE B
 ROYAL PALM BEACH, FLORIDA 33411
 PHONE: (561) 753-0650 FAX: (561) 753-0290

SKETCH & DESCRIPTION
 For: WCI Communities, INC.

DRAWN: RM	SCALE: 1"=40'	DATE: 08/15/07
F.B./PG.: N/A	JOB#: 05-065-06 SD4	SHEET: 4 OF 4

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

PCN: 00-43-41-29-00-000-5280

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "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 **TOLL FL V LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is 3970 West Indiantown Road, Jupiter, Florida 33478 ("Grantee").

RECITALS

Whereas, Grantee is the owner of the land legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantee's Property"); and

Whereas, County is the owner of the land legally described in Exhibit "B" attached hereto and made a part hereof (the "County Property" or "Bert Winters Park"); and

Whereas, Grantee is in the process of preparing Grantee's Property for development; and

Whereas, in connection with Grantee's development of Grantee's Property, and in exchange for County allowing Grantee to, among other things, install a lift station and utility lines on Grantee's civic site parcel prior to conveyance of said parcel to County, Grantee has agreed to install sewer lines from the lift station to the existing facilities at Bert Winters Park; and

Whereas, in order to perform its obligations, Grantee has requested that County grant a Temporary Construction Easement to Grantee to allow Grantee the right of temporary ingress and egress over County Property for the purpose of installing sewer lines at Bert Winters Park, together with the right to install sewer lines at Bert Winters Park.

Now, therefore, for and in consideration of Grantee agreeing to complete the work described herein and be bound by the terms contained herein, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Grantee hereby agree as follows:

1. **Recitals/Terms.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Rights Granted.** County does hereby grant to Grantee a non-exclusive Temporary Construction Easement upon the real property legally described in Exhibit "C" attached hereto and made a part hereof (the "Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely for access over and construction within the Easement Premises for the purpose of installing sewer lines at Bert Winters Park (the "Project").

3. **Term of Easement.** The term of this Easement shall commence upon the recording of this Easement in the Public Records of Palm Beach County, Florida (the "Commencement Date"), and shall extend for a period of six (6) months thereafter (the "Easement Term") unless sooner terminated pursuant to the provisions of this Easement. The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or the expiration of the Easement Term. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County if so requested by County after expiration of the Easement Term.

4. **Conditions to Right of Usage.** Under the terms of a separate agreement with County, Grantee has agreed for itself, its successors and assigns, to construct the lift station and provide sewer lines from the lift station on abutting property to the existing facilities at Bert Winters Park. Grantee shall pay the costs of design, permitting and construction of the sewer lines. Grantee shall submit Grantee's plans and applications for permits to the Director of the County's Parks & Recreation Department and obtain the Director's written approval of such plans and applications prior to Grantee obtaining permits for the installation of the sewer lines from the appropriate permitting agency or agencies. The Director's consent shall not be unreasonably withheld. 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 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.

5. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee, or any party acting as its agent, shall locate any existing utility facilities within the Easement Premises and shall contact and coordinate with all utilities that have facilities within the Easement Premises. If any utilities need to be relocated, Grantee shall be responsible for the cost of said relocation.

6. **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.

7. **Maintenance, Repair, and Restoration.** 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 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 upon thirty (30) days prior written notice, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

8. **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 Property.

9. **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.

10. **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, prior to commencement of construction, 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.

11. Insurance.

A. Grantee's general contractor shall, during the actual construction activities of the improvements, keep in full force and effect Comprehensive 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, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. The general contractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000). Except for Workers Compensation, all insurance policies shall name County as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to Grantor prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

B. Grantee 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 Three Million Dollars (\$3,000,000) 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. In addition, Grantee shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, Grantee shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Grantee 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 Grantee under this Easement. 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.

12. **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. Notwithstanding the above, Grantee's indemnification shall not extend to actions by County or by any third parties who are acting under rights granted to them pursuant to Section 24 herein.

13. **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.

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

15. **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.

16. **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, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Easement.

17. **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.

18. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements,

either written or oral, relating to this Easement, with the exception of the Agreement to Construct to which this Easement was attached as an exhibit and which the parties entered into on December 7, 2010, and as amended on December 3, 2013.

19. 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:

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:

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

and:

Palm Beach County Parks & Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6600
Fax: (561) 963-6734

Grantee:

Toll FL V Limited Partnership
Attn: Donald R. Barnes
3970 West Indiantown Road
Jupiter, Florida 33478
Telephone: (561) 741-5710
Fax: (561) 741-5711

With a copy to:

Harvey Oyer, III, Esquire
Shutts & Bowen LLP
City Place Tower
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401
Telephone: (561) 650-8517
Fax: (561) 822-5522

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.

20. 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 (i) the right of specific performance thereof, and (ii) the right to perform any or all of Grantee's remaining work as required herein at Grantee's expense.

21. 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.

22. Easement Appurtenant. This Easement shall be an easement appurtenant to the Grantee's Property and shall inure to the benefit of and shall burden Grantee, and its successors and assigns, and shall run with the title to the Grantee's Property.

23. 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.

24. **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.

25. **Obligations to Construct Survive.** Grantee shall complete the work required herein within the terms of this Easement. Notwithstanding anything to the contrary contained herein, the obligations of Grantee set forth herein shall (i) survive the term of this Easement; (ii) burden Grantee's Property; (iii) run with the land; and (iv) be binding on Grantee, its successors, and assigns.

26. **Recording of Easement.** County shall be entitled to record this Easement in the Public Records of Palm Beach County, Florida.

27. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

28. **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, 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:

TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership

By: TOLL FL GP CORP., a Florida corporation, its General Partner

By: Donald R. Barnes, Vice President

Witness Signature

STUART GORDON
Witness Name Printed

Witness Signature

Gloria P. Alvarez
Witness Name Printed

(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of OCTOBER, 2013, by Donald R. Barnes, as Vice President, on behalf of TOLL FL GP CORP, a Florida corporation, the General Partner of TOLL FL V LIMITED PARTNERSHIP, a Florida limited partnership, for and on behalf of said corporation and limited partnership, who is personally known to me OR () who has produced _____ as identification and who () did () did not take a oath.

(Notary Seal)



Joyce A. Spriggs
Notary Public, State of Florida
Joyce A. Spriggs
Type, print or stamp name

Commission Number: EE 161060
My Commission Expires: 2/10/16

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Assistant County Attorney

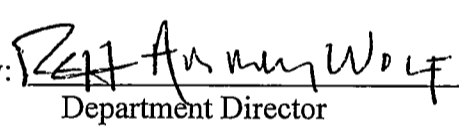
By: 
Department Director

EXHIBIT "A"

GRANTEE'S PROPERTY

Description:

A parcel of land lying within the Northeast one-quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida. Being more particularly described as follows:

Commencing at the Northeast corner of said Section 29; thence North $87^{\circ}55'03''$ West (as a basis of bearings) along the North line of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 600.46 feet to a point being on the West right-of-way line of Ellison Wilson Road as recorded in Official Record Book 539, Page 486 of the Public Records of Palm Beach County, Florida; thence South $05^{\circ}48'20''$ East along said West right-of-way line, a distance of 141.70 feet to the Southeast corner of Parcel 105 as recorded in Official Record Book 9577, Page 178 of the Public Records of Palm Beach County, Florida and the Point of Beginning; thence continue South $05^{\circ}48'20''$ East, a distance of 2,561.10 feet to a point being on the South line of the Northeast one-quarter (NE 1/4) of said Section 29 (the preceding course being coincident with the West right-of-way line of Ellison Wilson Road as recorded in Official Record Book 539, Page 486, Official Record Book 539, Page 492 and Official Record Book 812, Page 557 all of the Public Records of Palm Beach County, Florida); thence North $88^{\circ}03'47''$ West along said South line, a distance of 813.35 feet to a point being on the East right-of-way line of the Intracoastal Waterway as recorded in Plat Book 17, Page 7 of the Public Records of Palm Beach County, Florida; thence continue North $88^{\circ}03'47''$ West, a distance of 185.55 feet to a point being on the Easterly line of the former Florida East Coast Canal as depicted on the plat of the Intracoastal Waterway as recorded in Plat Book 17, page 7 of the Public Records of Palm Beach County, Florida; thence North $17^{\circ}07'45''$ West, a distance of 308.07 feet; thence North $22^{\circ}23'00''$ West, a distance of 112.33 feet; thence North $17^{\circ}11'19''$ West, a distance of 415.52 feet; thence North $19^{\circ}19'30''$ West, a distance of 575.91 feet; thence North $18^{\circ}49'20''$ West, a distance of 478.71 feet; thence North $16^{\circ}52'40''$ West, a distance of 464.20 feet; thence North $15^{\circ}06'01''$ West, a distance of 347.76 feet to the Southwest corner of Parcel 101 as recorded in Official Records Book 9577, Page 178 of the Public Records of Palm Beach County, Florida (the preceding seven (7) courses being coincident with said Easterly line of the former Florida East Coast Canal); thence North $89^{\circ}38'42''$ East along the South line of said Parcel 101, a distance of 259.50 feet to the Southeast corner of said Parcel 101, also being the Southwest corner of Parcel 102 as recorded in Official Records Book 9577, Page 178 of the Public Records of Palm Beach County, Florida and also being on the East right-of-way line of said Intracoastal Waterway; thence North $89^{\circ}38'42''$ East, a distance of 143.68 feet to the point of curvature of a circular curve to the right; thence easterly along the arc of said curve having a radius of 18,615.37 feet, a central angle of $02^{\circ}27'05''$ for a distance of 796.46 feet; thence South $87^{\circ}54'13''$ East, a distance of 328.38 feet to the Northwest corner of Parcel 105 as recorded in Official Record Book 9577, Page 178 of

the Public Records of Palm Beach County, Florida (the preceding three (3) courses being coincident with the South line of said Parcel 102); thence South 46°51'16" East along the Southwesterly line of said Parcel 105, a distance of 52.54 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 76.29 acres more or less.

EXHIBIT "B"

BERT WINTERS PARK

A parcel of land lying within the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 29, Township 41 South, Range 43 East, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast one-quarter of said Section 29; thence North $88^{\circ} 03' 47''$ West along the North line of the East one-half (E 1/2) of the Southeast one-quarter of said Section 29 (as a basis of bearings), a distance of 269.03 feet to a point being on the West right-of-way line of Ellison-Wilson Road as recorded in Official Records Book 539, Page 486 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue North $88^{\circ} 03' 47''$ West along said North line, a distance of 813.35 feet to a point being on the Easterly line of the 500 foot wide right-of-way of the Intracoastal Waterway from Jacksonville to Miami, Florida as recorded in Plat Book 17, Page 7 of the Public Records of Palm Beach County, Florida; thence South $16^{\circ} 15' 56''$ East along said Easterly line, a distance of 842.14 feet to a point being on the South line of the North 800.00 feet of the East one-half (E 1/2) of the Southeast one-quarter of said Section 29; thence South $88^{\circ} 03' 47''$ East along said South line, a distance of 659.05 feet to a point being on said West right-of-way line of Ellison-Wilson Road; thence North $05^{\circ} 48' 20''$ West along said West right-of-way line, a distance of 807.36 feet to the POINT OF BEGINNING.

**EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES")**

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 AND THE WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 539, PAGE 486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 05° 48' 20" EAST (AS A BASIS OF BEARINGS) ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 272.34 FEET; THENCE SOUTH 48° 54' 23" WEST DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 469.77 FEET; THENCE NORTH 17°09'10" WEST, A DISTANCE OF 44.64 FEET; THENCE NORTH 72°50'50" EAST, A DISTANCE OF 32.37 FEET; THENCE NORTH 17°09'10" WEST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 73°14'04" WEST, A DISTANCE OF 38.90 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 2.33 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 55.47 FEET TO A POINT BEING ON THE EAST LINE OF THOSE LANDS CONVEYED TO THE PALM BEACH MARINE INSTITUTE, INC. BY THAT CERTAIN DEED AS RECORDED IN OFFICIAL RECORDS BOOK 5227, PAGE 581 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 33° 53' 00" WEST ALONG SAID EAST LINE, A DISTANCE OF 60.23 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 66.52 FEET; THENCE NORTH 45° 00' 00" EAST, A DISTANCE OF 22.25 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 48° 54' 23" EAST, A DISTANCE OF 287.46 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD; THENCE NORTH 05° 48' 20" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 253.27 FEET TO A POINT BEING ON SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE CONTINUE NORTH 05° 48' 20" WEST A DISTANCE OF 88.25 FEET TO A POINT BEING ON THE SOUTH LINE OF THAT CERTAIN CONSERVATION EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 20471, PAGE 1690 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88° 04' 34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.46 FEET TO A POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF ELLISON-WILSON ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 812, PAGE 557 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 05° 48' 20" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 88.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA. CONTAINING 48,021 SQUARE FEET, MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST RIGHT-OF-WAY LINE OF ELLISON WILSON ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 539, PAGE 486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEARING OF SOUTH 05°48'20" EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. O.R.B. - DENOTES OFFICIAL RECORD BOOK

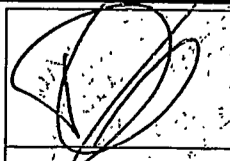
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 21, 2010. I FURTHER CERTIFY THAT THIS ("EASEMENT PREMISES") SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
R 3591

DATE	10/21/10
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
IOR NO	5695WSTCF

**BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION**



SOUTH LINE
CONSERVATION EASEMENT
(O.R.B. 20471, PAGE 1690)

UNPLATTED PORTION OF NE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

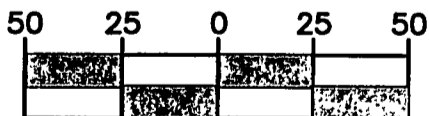
SW CORNER NE 1/4 SECTION 29
TOWNSHIP 41 SOUTH, RANGE 43 EAST

NORTH LINE OF THE SE 1/4 OF SECTION 29
TOWNSHIP 41 SOUTH, RANGE 43 EAST
NORTH LINE BERT WINTERS PARK

UNPLATTED
POINT OF BEGINNING

INTERSECTION OF THE NORTH
LINE OF THE SOUTHEAST
ONE-QUARTER OF SECTION
29-41-43 AND THE WEST
RIGHT-OF-WAY LINE OF ELLISON
WILSON ROAD

BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST



GRAPHIC SCALE
(IN FEET)

BERT WINTERS COUNTY PARK

MATCH LINE "A"

SHEET 2 OF 4



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION

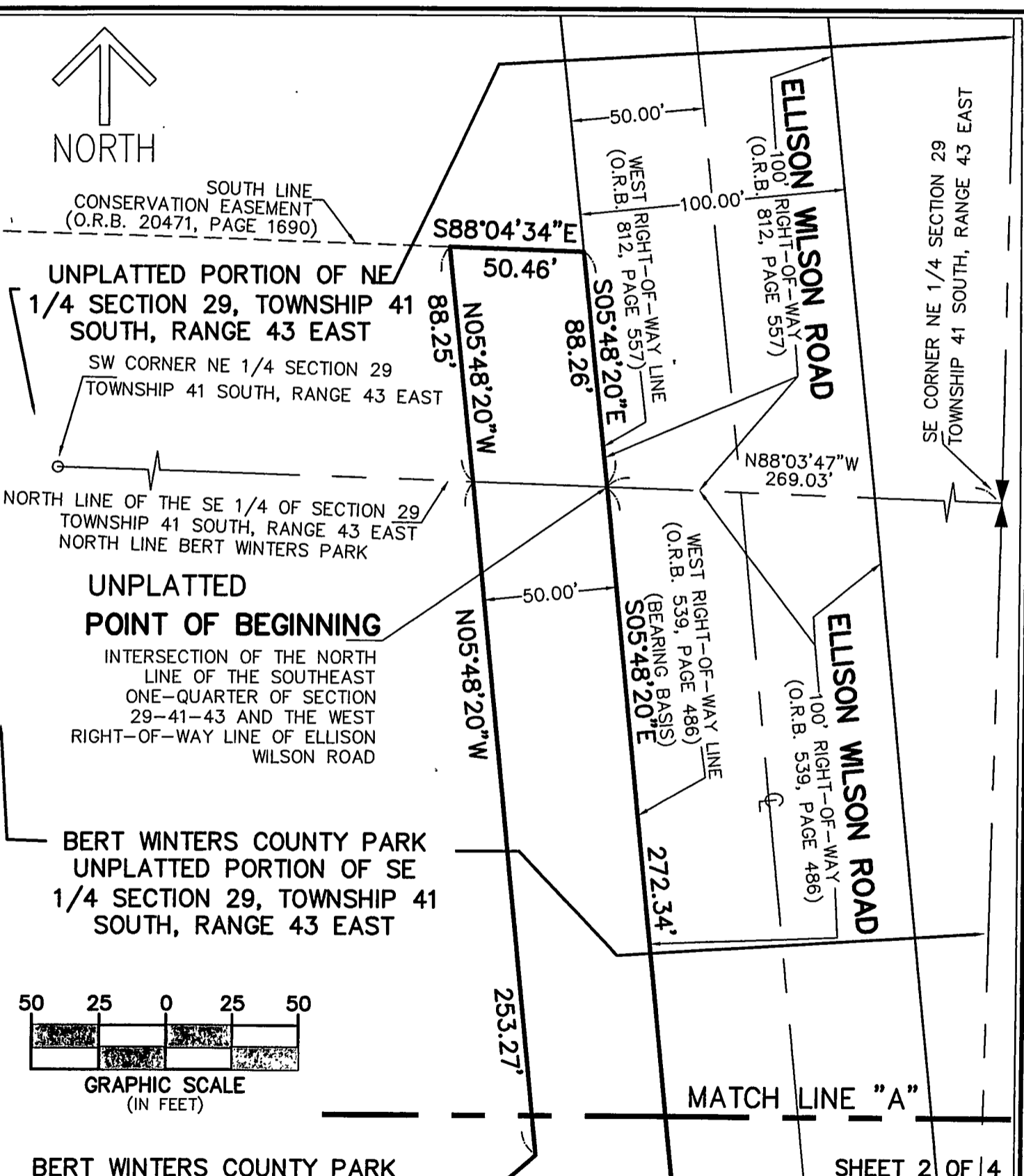
DATE 10/21/10

DRAWN BY DPL

F.B./ PG. N/A

SCALE AS SHOWN

FOR NO 5605WSTCE



BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

MATCH LINE "A"

N48°54'23"E 287.46'

S48°54'23"W 469.77'

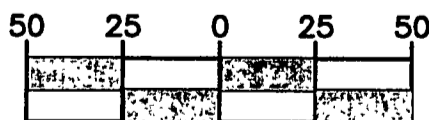
253.27'

50.00'

WEST RIGHT-OF-WAY LINE
(O.R.B. 539, PAGE 486)

ELLISON WILSON ROAD
100' RIGHT-OF-WAY
(O.R.B. 539, PAGE 486)

MATCH LINE "B"



GRAPHIC SCALE
(IN FEET)

SHEET 3 OF 4

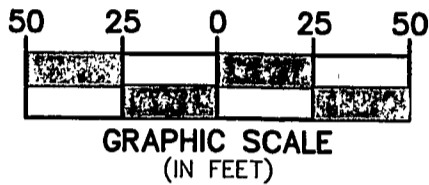


CAULFIELD & WHEELER, INC.

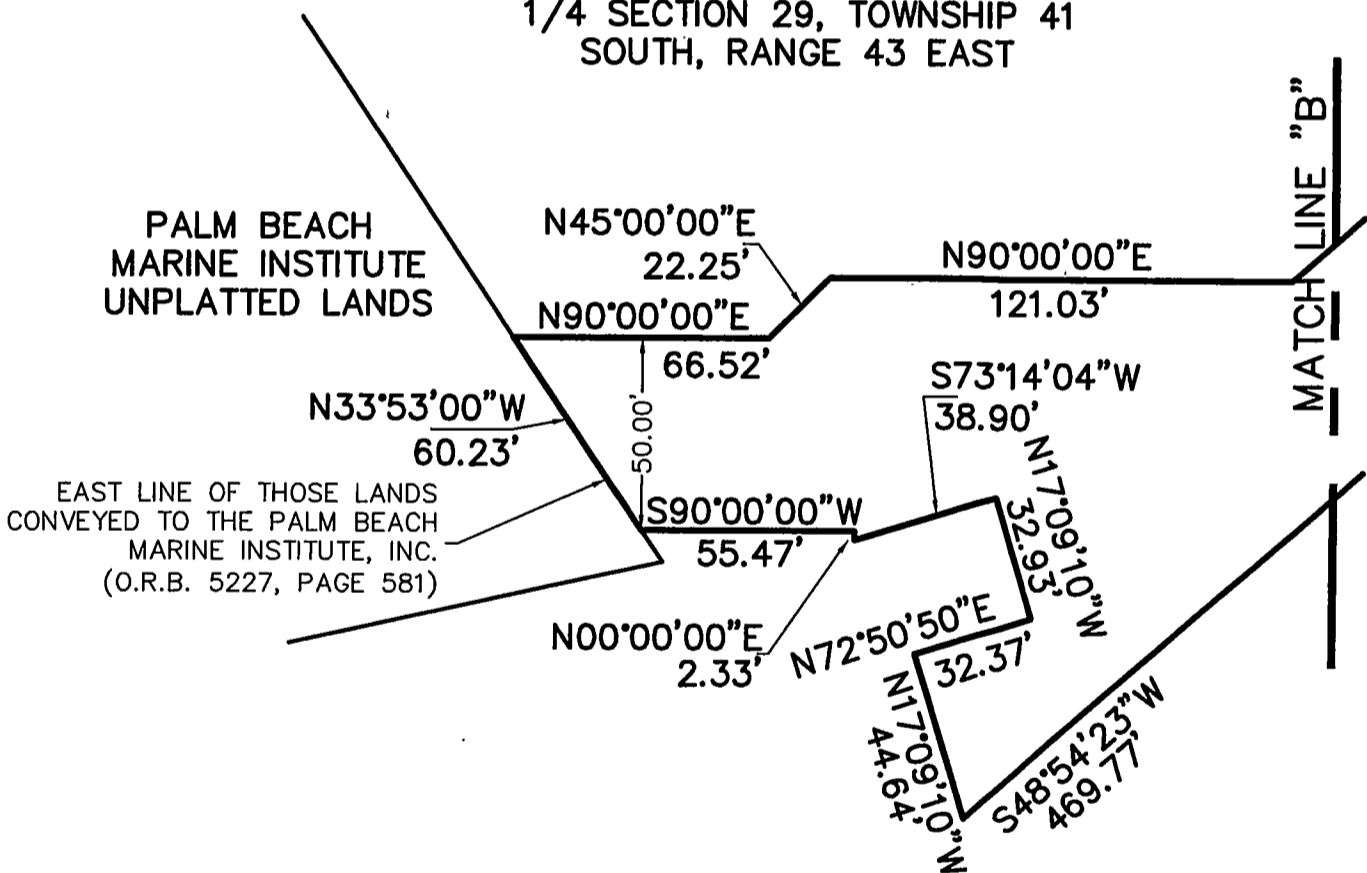
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION

DATE	10/21/10
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO	5695WSTCF



BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST



BERT WINTERS COUNTY PARK
UNPLATTED PORTION OF SE
1/4 SECTION 29, TOWNSHIP 41
SOUTH, RANGE 43 EAST

SHEET 4 OF 4



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	10/21/10
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO	5605WSTCE

**BERT WINTERS PARK
TEMPORARY CONSTRUCTION EASEMENT
("EASEMENT PREMISES") SKETCH OF DESCRIPTION**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$26,601.28	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$26,601.28</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 3038 Dept 581 Unit P607 Object 6506
 Program _____

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

The Parks Department is responsible for paying ENCON the sewer connection fee for the Park restrooms, and will be responsible for abandoning the existing septic system. The total cost is estimated to be \$26,601.28 and will be incurred in March/April of 2011.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB [Signature] 11/23/10
 [Signature] 11/23/10
 [Signature] 11/23/10
 Contract Development and Control [Signature] 11/24/10

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification, continued:

There is an existing development order for the property which required conveyance of a 1.54-acre civic site to the County, which has been extended to July 30, 2011 by Senate Bill 360. Toll Brothers has made application for a Development Order Amendment/Expedited Application Consideration (DOA/EAC) for the subject PUD to re-designate housing type, modify an Engineering condition of approval, and extend the deadline for conveyance of the civic site. That DOA/EAC application is currently scheduled for the December 9, 2010, BCC Zoning Meeting agenda. The PREM Conditions for the PUD will require that the 1.54-acre civic site be conveyed to the County by September 1, 2011.

Toll Brothers agreed to Staff's request to locate the civic site adjacent to the Park's northern boundary. However, Toll Brothers requested that they be allowed to locate sewer, utility, lift station, and access easements along the perimeter of the civic site. Normally, Staff would not accept easements benefitting other properties; however, Staff took the opportunity to negotiate certain improvements to the Park in return for Toll Brothers' easement requests. The negotiated improvements will be in the form of a sewer line to be installed by Toll Brothers from the new lift station to the existing Park restrooms which are now on septic tanks. Parks will be responsible for the estimated \$21,101.28 sewer connection fee to ENCON and will be responsible to properly abandon the existing septic tank which is estimated to cost \$5,500.00. Also, Toll Brothers agreed to relocate 48 trees (14 live oaks and 34 sabal palms) from its proposed development or purchase trees to be planted within the boundary of the Park. Total value of the improvements which will benefit the Park is estimated to be \$141,690.00. In return, Toll Brothers will be allowed to place a lift station and run sewer and other utility lines along the northern edge of the civic site. The lift station will be located on the eastern limits of the civic site and the sewer, utility, and access easements will be along the northern perimeter. Toll Brothers will grant ENCON a Sewer Easement and a Lift Station Easement using agreed upon forms attached as Exhibits to the Agreement to Construct, and the civic site will be conveyed to the County subject to said easements. At the closing, the County will grant Toll Brothers a Temporary Construction Access Easement for installation of a lift station and associated sewer lines/utility improvements to serve both Frenchman's Harbor and the Park, access to the Park for tree relocation, and to allow access for development of Frenchman's Harbor. The County will also grant Toll Brothers a Temporary Construction Easement for installation of sewer lines within the Park. The Temporary Construction Access Easement and Temporary Construction Easement will be for a period of three (3) years from the date of the conveyance of the civic site to the County, with an option to extend one (1) year. The Parks and Recreation Department does not anticipate development of the civic site within the next four (4) years. The monetary impact of placing Toll Brothers' sewer, utility, and lift station easements (11,462 sq. ft.) on the civic site is estimated to be less than \$68,982.00, which is based on 100% of the \$262,158 per acre price that Toll Brothers paid in March, 2010 for the overall PUD property. In summary, the Park will receive the benefit of \$141,690 in sewer line and tree improvements in exchange for allowing perimeter easements within the civic site which have a value less than \$68,982.

Palm Beach Marine Institute (School), a nonprofit alternative school serving at risk boys and girls ages 14-18 years old, owns a 1-acre parcel located on the western limits of the Park. The School is connected to the septic tank system located within the Park. Tolls Brothers has agreed to extend and connect the proposed sewer line to the School facility at Toll Brothers' expense. Upon the completion of tying the Park and School facilities into the new sewer system, the existing septic tank will be abandoned by Parks.

Under Florida Statute Section 286.23 a Disclosure of Beneficial Interests is required to be provided in connection with any conveyance of property to the County. County requested Toll FL V Limited Partnership to provide a Disclosure for the 1.54-acre civic site which indicated that they were owned by Toll Southeast LP Company, Inc. (99% ownership). Through additional Disclosures to breakdown the common ownership it was disclosed that Toll Southeast LP Company, Inc. is 100% owned by Toll Holdings, Inc. Toll Holdings, Inc. is 100% owned by Toll Brothers, Inc., a company registered with the Federal Securities Exchange Commission and is therefore exempt from disclosing its beneficial interest pursuant to F.S. 286.23(3)(a).