

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>* See below</i> <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review: CM Seiner

III. REVIEW COMMENTS

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

Susan Neary 6/23/14
 6/23 AM OFMB
 6/23

Dr. J. Jordan 6/25/14
 Contract Dev. and Control
 6-25-14 [Signature]

B. Legal Sufficiency:

[Signature] 6/26/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by and return to:
Laura Beebe, Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

Property Control Number: Portion of 00-43-43-29-03-000-0010

DRAINAGE EASEMENT AGREEMENT

30th THIS DRAINAGE EASEMENT AGREEMENT (hereinafter called this "Easement") is made this day of May, 2014, by and between **MHC PALM BEACH COLONY, L.L.C.**, a Delaware limited liability company, whose post office address is 2 North Riverside Plaza, Suite 800, Chicago, Illinois 60606-2682 (hereinafter called "Grantor"), **THE WESTCAP CORPORATION (OF DELAWARE)**, a Delaware corporation, whose post office address is 850 East Anderson Lane, Austin, Texas 78752-1638 (hereinafter called "Westcap"), **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, (hereinafter called "County"), and **ENTERPRISE LEASING COMPANY OF FLORIDA, L.L.C.**, d/b/a National Car Rental, a Florida limited liability company (hereinafter called "Enterprise"), whose post office address is 5105 Johnson Road, Coconut Creek, FL 33073. Westcap and County shall hereinafter be collectively referred to as the "Grantees". Grantor, Westcap, County and Enterprise shall hereinafter be collectively referred to as the "parties".

WITNESSETH:

WHEREAS, Grantees are the owners of two separate properties in Palm Beach County, Florida, as more particularly and singularly described by the legal descriptions as contained in **Exhibit "A"** (hereinafter called the "County Property") and **Exhibit "B"** (hereinafter called the "Westcap Property"), attached hereto and made a part hereof; and

WHEREAS, the County Property is leased to Enterprise for the development, operation and maintenance of a rental car facility pursuant to that certain Lease Agreement between County and Enterprise dated February 5, 2013 (R-2013-0137).

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants unto Grantees, their successors and assigns, a perpetual drainage easement over, upon, under, through and across the property more particularly described in **Exhibit "C"**, attached hereto and made a part hereof (hereinafter called the "Easement Area").

1. This Easement may be used by Grantees to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into and inspect facilities for drainage and conveyance of water. This Easement shall be non-exclusive; provided, however, that Grantor, its successors and assigns shall be permanently prohibited from interfering with the rights granted hereby to Grantees, their successors and assigns. To the extent that Grantor, its successors and assigns hinder or obstruct the rights granted hereby to Grantees, Grantor, its successors and assigns shall be liable for the cost of repair and/or removal of the hindrance or obstruction. The installation of facilities shall not extend beyond the limits of the Easement Area.

Page - 1-

Attachment # 1

2. Grantees, their successors and assigns shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the Easement Area.

3. Prior to performing any work or installing any facilities within the Easement Area, Grantees, their successors and assigns shall submit plans and/or construction drawings to Grantor for review and approval, which will not be unreasonably withheld or delayed, provided the proposed work or facilities will not unreasonably interfere with Grantor's use of its remaining property.

4. Grantees, their successors and assigns agree to perform the work and/or construct the facilities described in the plans and/or construction drawings, at their sole cost and expense, in accordance with the final construction drawings. Further, Grantees, its successors and assigns agree, at their sole cost and expense, to maintain and repair such improvements at all times in the future. In connection therewith, Grantees, its successors and assigns shall, at their sole cost and expense: (i) comply with all applicable laws, ordinances, rules, regulations, and orders of any governmental authority, and (ii) obtain any necessary governmental permits and/or approvals.

5. Notwithstanding any provision of this Easement to the contrary, the parties acknowledge and agree that Enterprise, its successors and assigns shall be solely responsible for performing the County's obligations hereunder during the term of the Lease. Upon the expiration or earlier termination of the Lease, County, its successors and assigns shall be responsible for performing the County's obligations hereunder.

6. Westcap, its successors and assigns shall indemnify Grantor, and its successors, grantees, and assigns, against, and hold them harmless from, any and all liabilities, obligations, losses, expenses (including reasonable attorneys' fees), claims, judgments, suits, or damages of any kind whatsoever, resulting from or arising out of the use of the drainage easement granted herein by Westcap, its successors and assigns or their employees, agents or contractors.

7. During the term of the Lease, Enterprise, its successors and assigns shall indemnify Grantor, and its successors, grantees, and assigns, against, and hold them harmless from, any and all liabilities, obligations, losses, expenses (including reasonable attorneys' fees), claims, judgments, suits, or damages of any kind whatsoever, resulting from or arising out of the use of the drainage easement granted herein by County or Enterprise, their successors and assigns or their employees, agents or contractors

8. At all times, Westcap, its successors and assigns shall maintain in full force and effect, at their expense, the following insurance, and naming as additional insureds Grantor, MHC Operating Limited Partnership, Equity LifeStyle Properties, Inc., and their respective direct and indirect parents, subsidiaries, affiliates, partners, and the respective officers and directors of each: (i) Workers' Compensation and Employer's Liability Insurance as required by applicable law; (ii) Commercial General Liability insurance (occurrence form), including personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate; and (iii) Business Automobile Liability insurance, including bodily injury and property damage coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident. All such policies of insurance shall be in form and with companies satisfactory to Grantor, shall require the insurer to give Grantor at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the respective interests of the additional insureds shall not be impaired or invalidated by any act or omission of Westcap, its successors and assigns. Upon execution of this Easement, and thereafter from time to time upon request from Grantor, Westcap, its successors and assigns shall provide Grantor with certificates evidencing such insurance.

9. During the term of the Lease, Enterprise, its successors and assigns shall maintain in full force and effect, at their expense, the following insurance, and naming as additional insureds Grantor, MHC Operating Limited Partnership, Equity LifeStyle Properties, Inc., and their respective direct and indirect parents, subsidiaries, affiliates, partners, and the respective officers and directors of each: (i) Workers' Compensation and Employer's Liability Insurance as required by applicable law; (ii) Commercial General Liability insurance (occurrence form), including personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate; and (iii) Business Automobile Liability insurance, including bodily injury and property damage coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident. All such policies of insurance shall be in form and with companies satisfactory to Grantor, shall require the insurer to give Grantor at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the respective interests of the additional insureds shall not be impaired or invalidated by any act or omission of Enterprise, its successors and assigns. Upon execution of this Easement, and thereafter from time to time upon request from Grantor, Enterprise, its successors and assigns shall provide Grantor with certificates evidencing such insurance.

10. Nothing herein shall be construed as requiring County to insure or indemnify Grantor hereunder.

11. This Easement shall be subject to any and all existing easements, rights-of-way, covenants, liens, and other encumbrances affecting the Easement Area.

12. Westcap, County and Enterprise, and their respective successors and assigns agree not to increase the amount of water flowing from the County Property and Westcap Property into the Easement Area above historical levels.

13. All of the benefits, burdens, easements and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of all persons or entities, their respective successors, assigns, heirs, and personal representatives having or hereinafter acquiring any right, title or interest in or to the Easement Area.

(Remainder of page intentionally left blank.)

TO HAVE AND TO HOLD THE SAME unto Grantees, their successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses required by Florida law)

Monica Hyde
Witness Signature (Required)

Monica Hyde
Witness Name Printed or Typed

Liz McNaair
Witness Signature (Required)

LIZ McNAIR
Witness Name Printed or Typed

Grantor:

MHC PALM BEACH COLONY, L.L.C.,
a Delaware limited liability company

By: MHC OPERATING LIMITED PARTNERSHIP,
an Illinois limited partnership
its Managing Member

By: EQUITY LIFESTYLE PROPERTIES, INC.,
a Maryland corporation
its General Partner

By: WBJ

Printed Name: Walter B. Jaccard

Title: Vice President

(SEAL)

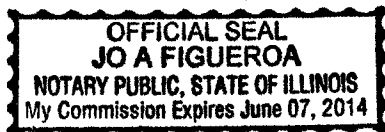
STATE OF ILLINOIS

COUNTY OF COOK

Before me personally appeared WALTER B. JACCARD who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as VICE PRESIDENT of Equity Lifestyle Properties, Inc., a Maryland corporation, and severally acknowledged to and before me that [he/she] executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 30th day of MAY, 2014.

(Stamp/Seal)



Jo A. Figueroa
Notary Signature
Notary Public, State of ILLINOIS

JO A. FIGUEROA
Print Notary Name

Commission Number 733986
My Commission Expires: JUNE 7, 2014

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

Westcap:

THE WESTCAP CORPORATION (OF DELAWARE),
a Delaware corporation

Allison Lounsbury
Witness Signature (Required)

By: Brian M. Pribyl
Brian M. Pribyl, President

ALLISON LOUNSBURY
Witness Name Printed or Typed

(CORPORATE SEAL)

Nancy L. Schneider
Witness Signature (Required)

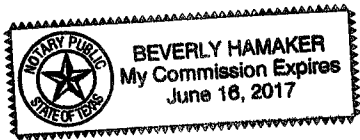
Nancy L. Schneider
Witness Name Printed or Typed

STATE OF Texas
COUNTY OF Travis

Before me personally appeared Brian M. Pribyl, who is personally known to me, or has produced _____
_____ as identification, and who executed the foregoing instrument as President of **THE
WESTCAP CORPORATION (OF DELAWARE)**, a Delaware corporation, and severally acknowledged to
and before me that he executed such instrument as such officer of said company, and that said instrument is the
free act and deed of said company.

Witness my hand and official seal this 3 day of June, 2014.

(Stamp/Seal)



BHamaker
Notary Signature
Notary Public, State of Texas

Print Notary Name

Commission Number
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

(Signature of two witnesses required by Florida law)

[Signature]
Witness Signature (Required)

Ian Henderson
Witness Name Printed or Typed

[Signature]
Witness Signature (Required)

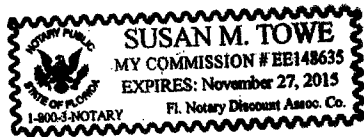
Michael E Wood
Witness Name Printed or Typed

STATE OF Florida
COUNTY OF Broward

Before me personally appeared Alan Levine, who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as President, **ENTERPRISE LEASING COMPANY OF FLORIDA, L.L.C.**, d/b/a National Car Rental, a Florida limited liability company, and severally acknowledged to and before me that he executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 2 day of June, 2014.

(Stamp/Seal)



Enterprise:

ENTERPRISE LEASING COMPANY OF FLORIDA, L.L.C., a Florida limited liability company

By: [Signature]

Printed Name: Alan Levine

Title: President / GM

(CORPORATE SEAL)

[Signature]
Notary Signature

Notary Public, State of Florida

Susan M Towe
Print Notary Name

EE148635
Commission Number

My Commission Expires: 11-27-15

County:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By:  _____
Department Director

Exhibit "A"
County Property

PALM BEACH COUNTY PARCEL
(Deed Book 0856 Page 31 & 32)

Also beginning at the intersection of the North right-of-way line of Belvedere Road with the West line of the East half of the West half of the Southwest quarter of Section 29, Township 43 South, Range 43 East, said intersection being 660 feet East and 66 feet North of the Southwest corner of said Section 29; Thence North, 660 feet along the West line of the East half of the West half of the Southwest quarter of Section 29; Thence East, 365 feet; Thence South 42° East to a point on the North Right of Way line of Belvedere Road 1650 feet East of the West line and 66 feet North of the South line of Section 29; Thence West, 990 feet along the North right-of-way line of Belvedere Road to the Point of Beginning.

Less the Right of Way in ORB 992 Page 35.

Exhibit "B"
Westcap Property

THE WESTCAP CORPORATION PARCEL
(Deed Book 687 Page 038)

All of that certain plot or parcel of land in Section 29, Township 43 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows: beginning at a point 1025 feet East of the West line and 726 feet North of the South line of said Section; Thence South 42° East to a point in the North Right of Way line of Belvedere Road, 1650 feet East of the West line and 66 feet North of the South line of said section; Thence East along the North line of said Belvedere Road 280 feet; Thence North at right angles or nearly so to Belvedere Road 660 feet and Thence Westerly parallel or nearly so to said North line of Belvedere Road 909.58 feet to the point of place of beginning.

Less the South 1.0 foot per ORB 6395 Page 571.

TOGETHER WITH

THE WESTCAP CORPORATION PARCEL
(Official Records Book 4274 Page 224)

A strip of land, being 50 feet in width, lying in the Southwest one-quarter of Section 29, Township 43 South, Range 43 East, Palm Beach County, Florida, said strip of land being more particularly described as follows; commencing at the Southwesterly corner of the Plat of Belvedere Heights, according to the Plat thereof, as recorded in Plat Book 24, Page 163, Public Records, Palm Beach County, Florida; Thence, South 01°55'46" West, along the Southerly prolongation of the West line of said Plat, a distance of 0.79 feet for a Point of Beginning; Thence, continue South 01°55'46" West along said line, a distance of 660.01 feet to the North Right of Way line of Belvedere Road; Thence, North 88°26'57" West, along said Right of Way line and along a line parallel with and 66 feet Northerly of, as measured at right angles to, the South line of the Southwest one-quarter of said Section 29, a distance of 50.00 feet; Thence North 01°55'46" East, a distance of 660.01 feet; Thence, South 88°26'57" East, along a line parallel with and 726 feet Northerly of, as measured at right angles to, the South line of the Southwest one-quarter of Section 29, a distance of 50.00 feet to the Point of Beginning.

Less the West 0.78 feet thereof per Deed Book 976, Page 506.

and Less the South 1.0 foot per ORB 4285 Page 1197.

Exhibit "C"
Easement Area



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERTIFICATE OF AUTHORIZATION No. LB 7055
ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

~~"EXHIBIT A"~~
~~PARGEL 3~~

DESCRIPTION & SKETCH

PREPARED FOR:

DEMATTEI WONG, ARCHITECTURE

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS ARE ASSUMED BASED ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24678, PAGE 1376, PALM BEACH COUNTY RECORDS, SAID NORTH LINE BEARS N88°26'57"W (N88°26'54"W GRID) AND ALL OTHER BEARINGS RECITED HEREON ARE RELATIVE THERETO.

3.) THE COORDINATE VALUES SHOWN HEREON ARE STATE PLANE COORDINATES (TRANSVERSE MERCATOR PROJECTION), FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) 1983, (1990 ADJUSTMENT). ALL DISTANCES ARE GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

SCALE FACTOR = 1.000041298

GRID DISTANCE = (GROUND DISTANCE) X (SCALE FACTOR)

ROTATION EQUATION:

N88°26'57"W (DESCRIPTION BEARING)

N88°26'54"W (GRID BEARING) = 00°00'03" CLOCKWISE

4. GRID WHERE SHOWN IS BASED UPON PALM BEACH COUNTY SECTIONAL BREAKDOWN ON NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

FOR THE FIRM
WANTMAN GROUP, INC.

BY:

DATE:

2/13/14

DEREK G. ZEMAN,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	OFFICE:	MRG:	DATE:	JOB:
01/22/14	REVISED PER COUNTY COMMENTS	MRG				
01/30/14	REVISED PER COUNTY COMMENTS	MRG	OFFICE	MRG	01/09/14	11311355.01
02/13/14	REVISED PER COUNTY COMMENTS	MRG	CHECKED	DGZ	SHEET 1 OF 3	DWG 135501_20x40 DE

S:\13171355.01 Enterprise Rent A Car Easement Documents\dwg\Leads\135501_20x40 DE.dwg Sh 1 Feb 13, 2014



WGI
Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERTIFICATE OF AUTHORIZATION No. LB 7055
ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

~~"EXHIBIT A"~~
~~PARGEL 3~~

DESCRIPTION & SKETCH

PREPARED FOR:

DEMATTEI WONG, ARCHITECTURE

LEGAL DESCRIPTION: 20'x40' Drainage Easement

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24678, AT PAGE 1376, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS LYING AND SITUATE IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTHWEST CORNER OF BELVEDERE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, AT PAGE 163 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°55'46" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID PLAT, FOR 0.79 FEET TO THE SOUTH LINE OF SAID DESCRIBED AND RECORDED LANDS; THENCE NORTH 88°26'57" WEST ALONG SAID SOUTH LINE, FOR 40.00 FEET TO A POINT ON A LINE LYING 40.00 FEET WEST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BELVEDERE HEIGHTS; THENCE NORTH 01°55'46" EAST ALONG SAID PARALLEL LINE, FOR 20.00 FEET TO A POINT ON A LINE LYING 20.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE DESCRIBED LANDS; THENCE SOUTH 88°26'57" EAST ALONG SAID PARALLEL LINE, FOR 40.00 FEET TO SAID WEST LINE OF BELVEDERE HEIGHTS; THENCE SOUTH 01°55'46" WEST ALONG SAID WEST LINE, FOR 19.21 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

DATE:	REVISION:	BY:				
01/22/14	REVISED PER COUNTY COMMENTS	MRG				
01/30/14	REVISED PER COUNTY COMMENTS	MRG	OFFICE	MRG	DATE 01/09/14	JOB 11311355.01
02/13/14	REVISED PER COUNTY COMMENTS	MRG	CHECKED	DGZ	SHEET 2 OF 3	DWG 135501_20x40 DE

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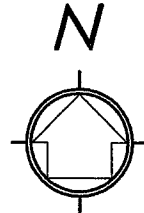
Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
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 (866) 909-2220 phone (561) 687-1110 fax
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 ORLANDO - PORT ST. LUCIE - TAMPA
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~~EXHIBIT A~~
~~PARGEL 3~~

LEGEND:

- DB = Deed Book
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page
- R/W = Right-of-Way



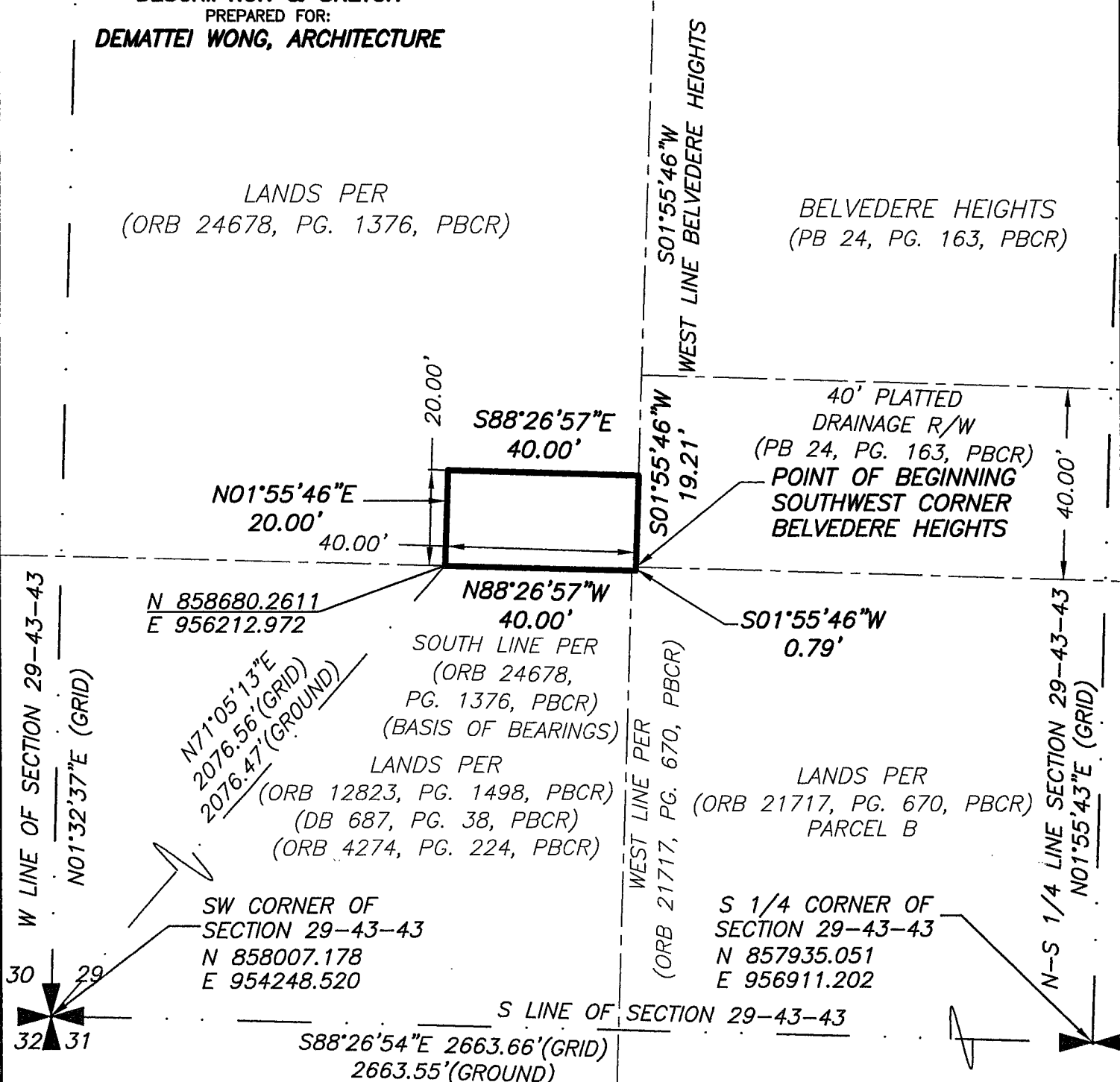
SCALE: 1" = 30'
 (Intended Display Scale)

DESCRIPTION & SKETCH

PREPARED FOR:
DEMATTEI WONG, ARCHITECTURE

LANDS PER
 (ORB 24678, PG. 1376, PBCR)

BELVEDERE HEIGHTS
 (PB 24, PG. 163, PBCR)



DATE:	REVISION:	BY:
01/22/14	REVISED PER COUNTY COMMENTS	MRG
01/30/14	REVISED PER COUNTY COMMENTS	MRG
02/13/14	REVISED PER COUNTY COMMENTS	MRG

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	JOB
CHECKED	DGZ	01/09/14	11311355.01
SHEET 3 OF 3		DWG 135501_20x40 DE	

S:\11311355.01 Enterprise Rent A Car Easement Documents\dwa\Legals\135501_20x40 DE.dwg Sh 3 Feb 13, 2014;

CERTIFICATE
The Westcap Corporation (of Delaware)

The undersigned hereby certifies that the following are true and correct statements:

1. That James P. Payne is the Secretary of The Westcap Corporation (of Delaware), Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 12th day of June, 2014, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

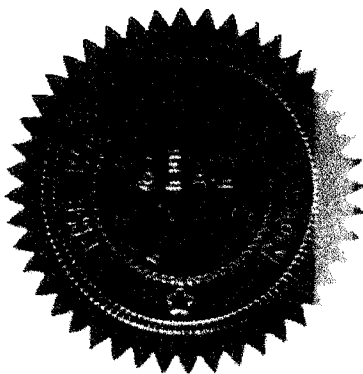
RESOLVED, that the Corporation shall enter into that certain Drainage Easement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, and that certain Drainage Easement Agreement between MHC Palm Beach Colony, L.L.C., Enterprise Leasing Company of Florida, L.L.C. and Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), copies of which are incorporated herein by reference; and be it


FURTHER RESOLVED, that Brian Pribyl, the President of the Corporation, is hereby authorized and instructed to execute such Agreements and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreements.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreements.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 16th day of June, 20 .




James P. Payne

Vice President, Secretary
The Westcap Corporation (of Delaware), Inc.

BOARD OF DIRECTORS

THE WESTCAP CORPORATION (of DELAWARE)

June 12, 2014

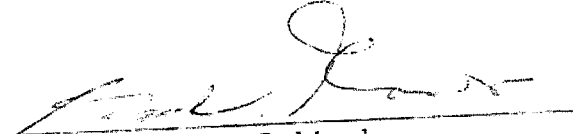
UNANIMOUS CONSENT RESOLUTION

We, being all of the members of the Board of Directors of The Westcap Corporation (of Delaware), as presently constituted, a corporation organized under Title 8, The Corporations Code of Delaware, do by this writing consent to take the following actions and adopt the following resolutions:

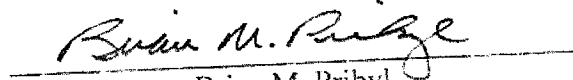
RESOLVED, that the Corporation shall enter into that certain Drainage Easement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, and that certain Drainage Easement Agreement between MHC Palm Beach Colony, L.L.C., Enterprise Leasing Company of Florida, L.L.C. and Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), copies of which are incorporated herein by reference; and be it

FURTHER RESOLVED, that Brian Pribyl, the President of the Corporation, or any other officer of the Corporation, is hereby authorized and instructed to execute such Agreements and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreements.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the corporation



Ross R. Moody



Brian M. Pribyl

Charles D. Milos



James P. Payne

BOARD OF DIRECTORS
THE WESTCAP CORPORATION (of DELAWARE)

June 12, 2014

UNANIMOUS CONSENT RESOLUTION

We, being all of the members of the Board of Directors of The Westcap Corporation (of Delaware), as presently constituted, a corporation organized under Title 8, The Corporations Code of Delaware, do by this writing consent to take the following actions and adopt the following resolutions:

RESOLVED, that the Corporation shall enter into that certain Drainage Easement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, and that certain Drainage Easement Agreement between MHC Palm Beach Colony, L.L.C., Enterprise Leasing Company of Florida, L.L.C. and Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), copies of which are incorporated herein by reference; and be it

FURTHER RESOLVED, that Brian Pribyl, the President of the Corporation, or any other officer of the Corporation is hereby authorized and instructed to execute such Agreements and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreements.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the corporation

Ross R. Moody

Brian M. Pribyl


Charles D. Milos

James P. Payne

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Missouri

COUNTY OF St. Louis

BEFORE ME, the undersigned authority, personally appeared, the undersigned, who by me being first duly sworn, depose(s) and say(s) that:

1. Alan D. Levine is a President and General Manager of Enterprise Leasing Company of Florida, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager-managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company and to authorize others to do so.

6. Alan D. Levine has the right and authority to enter into certain agreements pertaining to the lease and/or the development of that certain property leased from Palm Beach County, a political subdivision of the State of Florida, located at 2125 Belvedere Road, including, but not limited to, amendment(s) to that certain Lease Agreement (R-2013-0137) (the "Lease"); the Enterprise Leasing Plat, and supporting documents (the "Plat"), and that certain Drainage Easement Agreement between The Westcap Corporation (of Delaware), MHC Palm Beach Colony, L.L.C., County, and the Company (the "Drainage Easement"), (collectively, the "Agreements"), which are incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreements or the Lease, including amendment(s) and termination of such Agreements, or the Lease.

7. Upon execution and delivery of such Agreements and documents by Alan D. Levine, all of the aforesaid shall be valid agreements of and be binding upon the Company.

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

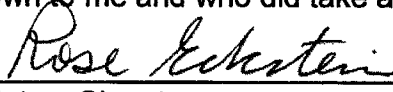
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreements.

FURTHER AFFIANT SAYETH NAUGHT,



William W. Snyder, Individually and as Manager

SWORN TO AND SUBSCRIBED before me on this 10th day of June, 2014, by William W. Snyder, Manager of Enterprise Leasing Company of Florida, LLC on behalf of the Company who is personally known to me and who did take an oath.



Notary Signature

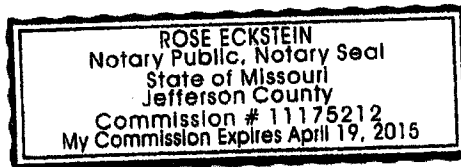


Print Notary Name

NOTARY PUBLIC

State of MO at large

My Commission Expires: _____



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Senior Vice President and General Counsel of Equity Lifestyle Properties, Inc., a Maryland corporation, as General Partner of MHC Operating Limited Partnership, an Illinois limited partnership, the Managing Member of MHC Palm Beach Colony, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware (the "Company").

2. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The Company is a member managed limited liability company.

5. MHC Operating Limited Partnership, an Illinois limited partnership, is the sole managing member of the Company and can execute contracts and other instruments relating to the transaction of business of the Company.


6. Walter B. Jaccard, Vice President of Equity Lifestyle Properties, Inc., a Maryland corporation, as General Partner of MHC Operating Limited Partnership, an Illinois limited partnership, the Managing Member of the Company, has the right and authority to sign that certain Drainage Easement Agreement between The Westcap Corporation (of Delaware), Enterprise Leasing Company of Florida, L.L.C. and Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement.

7. Upon execution and delivery of such Agreement by Mr. Jaccard, the Agreement shall be valid the agreement of and be binding upon the Company.

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

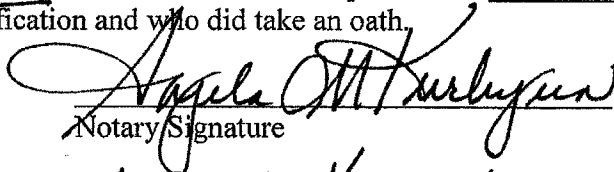
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,



Kenneth A. Kroot
Senior Vice President & General Counsel
Equity Lifestyle Properties, Inc., a Maryland corporation, as General Partner of MHC Operating Limited Partnership, an Illinois limited partnership, the Managing Member of MHC Palm Beach Colony, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware

SWORN TO AND SUBSCRIBED before me on this 11 day of June, 2014, by Kenneth A. Kroot, who is personally known to me OR who produced _____, as identification and who did take an oath.



Notary Signature

ANGELA M. KURBYUN

Print Notary Name

NOTARY PUBLIC

State of Illinois at large

My Commission Expires:

05/20/2018



Return to:
Right-of-Way Acquisition Section
Palm Beach County, Engineering & Public Works Department
Post Office Box 21229
West Palm Beach, Florida 33416-1229
Attn.: David Kuzmenko, Right-of-Way Specialist
Acct. No.: 1010 **W/C BOX 1066**

This Instrument Prepared by:
Marlene R. Everitt, Senior Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Numbers: Portion of 00-43-43-29-00-000-7310
00-43-43-29-00-000-7400

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: 1988-088, DRO 11-18-2013, E3
ROAD NAME: Belvedere Road
PARCEL NO.: 2

DRAINAGE EASEMENT

THIS EASEMENT is made this 15 day of April, 2014, by **THE WESTCAP CORPORATION (OF DELAWARE)**, a Delaware corporation, whose post office address is 850 East Anderson Lane, Austin, Texas 78752-1638, (hereinafter called "Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, (hereinafter called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, for the purpose of a perpetual drainage easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

This drainage easement shall be used to permanently install and maintain, when necessary, facilities for the purpose of carrying water. This drainage easement shall be non-exclusive, provided, however, that Grantor, its successors and assigns, shall be permanently prohibited from removing or interfering with the operation, maintenance, or repair of facilities installed by Grantee in the drainage easement area. To the extent that Grantor, its successors and assigns hinder or obstruct the operation, maintenance, or repair of any facilities installed in the drainage easement area, Grantor, its successors and assigns shall be liable for the cost of repair and/or removal of the obstruction. The installation of facilities shall not extend beyond the limits outlined in the attached legal description.

Grantee shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the easement area.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

Grantor:

THE WESTCAP CORPORATION (OF DELAWARE),
a Delaware corporation

Kelly Briseno
Witness Signature (Required)

By: Brian M. Pribyl
Brian M. Pribyl, President

Kelly Briseno
Witness Name Printed or Typed

(CORPORATE SEAL)

Lillie Hernandez
Witness Signature (Required)

Lillie Hernandez
Witness Name Printed or Typed

STATE OF Texas

COUNTY OF Travis

Before me personally appeared Brian M. Pribyl, who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as President of **THE WESTCAP CORPORATION (OF DELAWARE)**, a Delaware corporation, and severally acknowledged to and before me that he executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 15 day of April, 2014.

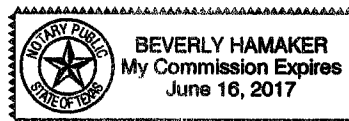
B Hamaker
Notary Signature
Notary Public, State of Texas

(Stamp/Seal)

Beverly Hamaker
Print Notary Name

Commission Number
My Commission Expires: 6-16-17

N:\R_O_W\Dave\Alamo\drainage esmt from westcap.docx





Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERTIFICATE OF AUTHORIZATION No. LB 7055
ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

"EXHIBIT A"
PARCEL 2

DESCRIPTION & SKETCH

PREPARED FOR:
DEMATTEI WONG, ARCHITECTURE

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS ARE ASSUMED BASED ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12823, PAGE 1498, PALM BEACH COUNTY RECORDS, SAID NORTH LINE BEARS S88°26'57"E (S88°26'54"E GRID) AND ALL OTHER BEARINGS RECITED HEREON ARE RELATIVE THERETO.

3.) THE COORDINATE VALUES SHOWN HEREON ARE STATE PLANE COORDINATES (TRANSVERSE MERCATOR PROJECTION), FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) 1983, (1990 ADJUSTMENT). ALL DISTANCES ARE GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

SCALE FACTOR = 1.000041298
GRID DISTANCE = (GROUND DISTANCE) X (SCALE FACTOR)
ROTATION EQUATION:

S88°26'57"E (DESCRIPTION BEARING)
S88°26'54"E (GRID BEARING) = 00°00'03" CLOCKWISE

4. GRID WHERE SHOWN IS BASED UPON PALM BEACH COUNTY SECTIONAL BREAKDOWN ON NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

FOR THE FIRM
WANTMAN GROUP, INC.

BY: [Signature]
DEREK G. ZEMAN,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5655

DATE: 2/19/14

DATE:	REVISION:	BY:	OFFICE	MRG	DATE	JOB
01/22/14	REVISED PER COUNTY COMMENTS	MRG			01/09/14	11311355.01
01/30/14	REVISED PER COUNTY COMMENTS	MRG	CHECKED	DGZ		
02/19/14	REVISED PER COUNTY COMMENTS	MRG			SHEET 4 OF 4	DWG 135501_20 Flowage

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"EXHIBIT A"
PARCEL 2

DESCRIPTION & SKETCH

PREPARED FOR:

DEMATTEI WONG, ARCHITECTURE

LEGAL DESCRIPTION: 20' Flowage Easement

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12823, AT PAGE 1498, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS LYING AND SITUATE IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE THE SOUTHWEST CORNER OF BELVEDERE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, AT PAGE 163 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°55'46" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID PLAT, FOR 0.79 FEET TO A POINT; THENCE NORTH 88°26'57" WEST, FOR 0.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°55'46" WEST ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 21717, AT PAGE 670 (PARCEL B), OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR 20.00 FEET TO A LINE LYING 20 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12823, AT PAGE 1498, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°26'57" WEST ALONG SAID PARALLEL LINE, FOR 940.67 FEET TO THE WEST LINE OF SAID LANDS, THE FOLLOWING TWO (2) COURSES BEING ALONG SAID WEST AND NORTH LINES OF SAID DESCRIBED LANDS; THENCE NORTH 41°53'55" WEST, FOR 27.55 FEET; THENCE SOUTH 88°26'57" EAST, FOR 959.74 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

DATE: REVISION: BY:

01/22/14	REVISED PER COUNTY COMMENTS	MRG	(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)			
01/30/14	REVISED PER COUNTY COMMENTS	MRG	OFFICE	MRG	DATE 01/09/14	JOB 11311355.01
02/19/14	REVISED PER COUNTY COMMENTS	MRG	CHECKED	DGZ	SHEET 2 OF 4	DWG 135501_20 Flowage

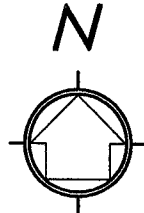
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"EXHIBIT A"
PARCEL 2



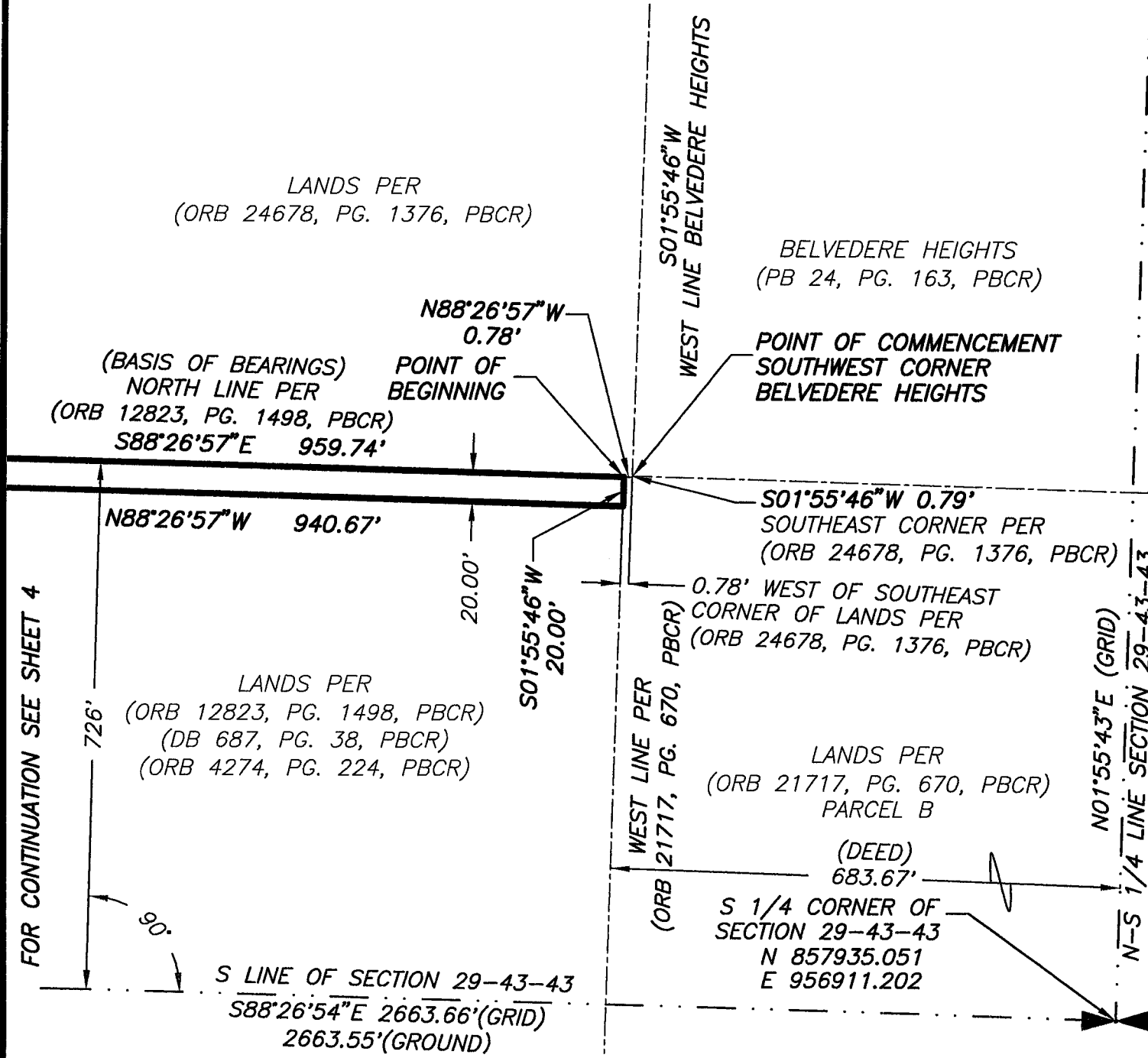
SCALE: 1" = 100'
(Intended Display Scale)

LEGEND:

- DB = Deed Book
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page

DESCRIPTION & SKETCH

PREPARED FOR:
DEMATTEI WONG, ARCHITECTURE



DATE: REVISION: BY:

01/22/14	REVISED PER COUNTY COMMENTS	MRG
01/30/14	REVISED PER COUNTY COMMENTS	MRG
02/19/14	REVISED PER COUNTY COMMENTS	MRG

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	01/09/14	JOB	11311355.01
CHECKED	DGZ	SHEET	3 OF 4	DWG	135501_20 Flowage

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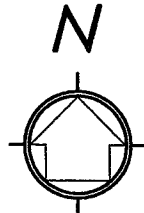


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PARCEL 2



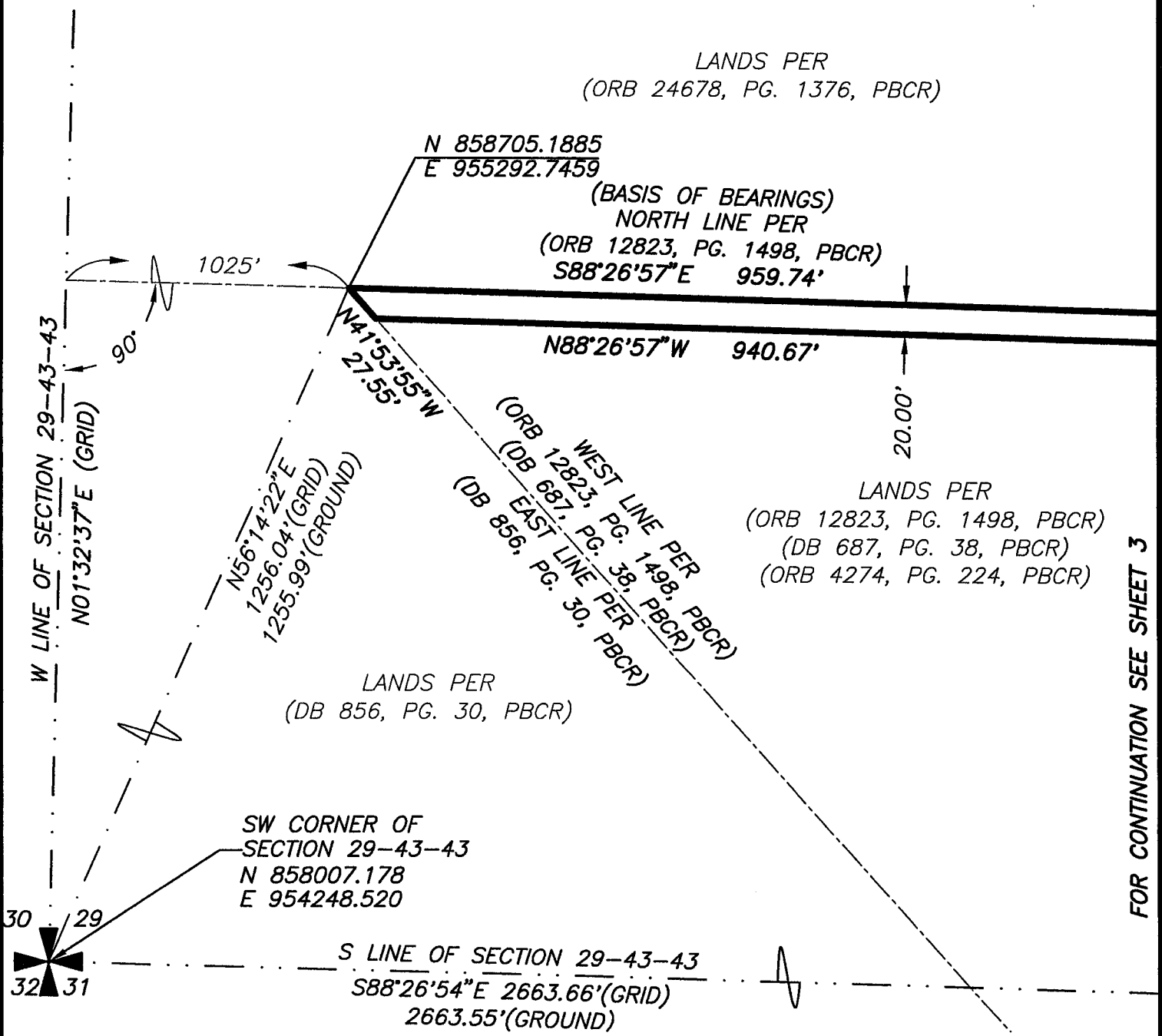
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DESCRIPTION & SKETCH

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DEMATTEI WONG, ARCHITECTURE



FOR CONTINUATION SEE SHEET 3

DATE:	REVISION:	BY:	(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)			
01/22/14	REVISED PER COUNTY COMMENTS	MRG				
01/30/14	REVISED PER COUNTY COMMENTS	MRG	OFFICE	MRG	DATE 01/09/14	JOB 11311355.01
02/19/14	REVISED PER COUNTY COMMENTS	MRG	CHECKED	DGZ	SHEET 4 OF 4	DWG 135501_20 Flowage

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