

PROJECT SITE

Prepared by and return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, FL 33416-6097

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT made and entered into this 30 day of March, 2016 by and between Howell Brothers Family Limited Partnership, a Wyoming Limited Partnership ("Property Owner") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, Property Owner owns a certain parcel of real property more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Property Owner is in the process of developing the Property and is required to dispose of wastewater from the Property into the County's wastewater system in order to receive development approval; and

WHEREAS, in lieu of constructing a lift station on the Property to dispose of wastewater into the County's wastewater system, Property Owner wishes to connect to a lift station and appurtenant facilities (the "Facilities") located on an adjacent parcel of real property, which is more particularly described in Exhibit "B" which is attached hereto and incorporated herein by reference (the "Adjacent Property"); and

WHEREAS, Property Owner has entered into that certain Maintenance and Easement Agreement with the owner of the Adjacent Property, dated March 30, 2015 and recorded in the Public Records for Palm Beach County at Official Record Book 27438Page 1409; and

WHEREAS, said Maintenance and Easement Agreement secures the right to utilize the lift station and appurtenant facilities located on the Adjacent Property to dispose of wastewater into the County's wastewater system; and

WHEREAS, if, for any reason, the Property is no longer able to utilize the Facilities on the Adjacent Property, wastewater service will no longer be available to the Property, which may render any structure located on the property as uninhabitable or otherwise unusable; and

WHEREAS, Property Owner agrees to indemnify, defend, and hold the County harmless if Property Owner is unable to utilize the Facilities on the Adjacent Property.

NOW, THEREFORE, Property Owner and County agree as follows:

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

2. **Indemnification.** Property Owner, its heirs, successors, legal representatives and assigns hereby agrees to indemnify, defend, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the County as a result of or in any way connected to the inability of Property Owner to utilize the Facilities located on the Adjacent Property to dispose of wastewater into the County's wastewater system.

3. **Acknowledgment.** Property Owner acknowledges that, by permitting the Property Owner to utilize the Facilities located on the Adjacent Property to dispose of wastewater into the County's wastewater system, the County is in no way approving the design nor the construction of the Facilities, nor is the County guaranteeing that the Facilities are properly sized to serve the wastewater disposal needs of the Property now or in the future.

4. **Recordation.** This Agreement shall run with the land and shall be recorded in the Public Records of Palm Beach County.

5. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

6. **Successors and Assigns.** This Agreement shall be binding upon the Property Owner and County and their respective heirs, successors, legal representatives and assigns.

7. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

8. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

9. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to the Property Owner at:

Eastham Law Offices
138 W. Palmetto Park Road.
Boca Raton, FL 33432

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097.
Attn: Department Director

10. **Amendment and Modification.** This Agreement may only be amended modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

11. **Entirety of Agreement.** The County and the Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

12. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. 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 to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. **No Third Party Beneficiary.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or the Property Owner.

Non-Discrimination. County and Property Owner assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and Property Owner have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

SHARON R. BOCK, CLERK AND
COMPTROLLER

PALM BEACH COUNTY, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
_____, Mayor

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Jim Stiles
Director of Water Utilities

WITNESSES:

[Signature]
Erin Eastham
Type or Print Name
[Signature]
Cathy Wendling
Type or Print Name
[Signature]
Cathy Wendling
Type or Print Name

PROPERTY OWNER:

By: [Signature]
Signature
General Partner
Title
Michael Howell
Typed or Printed Name
[Corporate Seal]

NOTARY CERTIFICATE

STATE OF Florida
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 30 day of March, 2010 by Michael Howell. He/she is personally known to me or has produced Drivers License as identification.

[Signature]
Signature of Notary

Erik Eastham
Typed, Printed, or Stamped Name
of Notary

Notary Public
219277
Serial Number

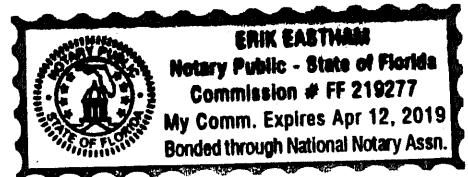


EXHIBIT A

A Parcel of land being a portion of the East half (E 1/2) of the following described real property:

All of Tracts 28 and 29 in Block 79 of PALM BEACH FARMS COMPANY PLAT NO.3, according to the Plat thereof, recorded in Plat Book 2, page 45, of the Public Records of Palm Beach County, Florida, and

All of Block 2 and all of Block 3 lying West of the Westerly right-of-way line of the Florida State Turnpike, of BOCA RATON PINES, according to the Plat thereof, recorded in Plat Book 13, page 71, of the Public Records of Palm Beach County, Florida, as the same lies in Tract 30, Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, recorded in Plat Book 2, page 45, of the Public Records of Palm Beach County, Florida, and

Any streets, ways, avenues or thoroughfares lying West of the Westerly right-of-way line of the Florida State Turnpike as the same are located in the Plat of BOCA RATON PINES, according to the Plat thereof, recorded in Plat Book 13, page 71 of the Public Records of Palm Beach County, Florida.

Said Parcel being more particularly described as:

COMMENCING at the Southeast corner of Tract 28 of the above mentioned PALM BEACH FARMS COMPANY PLAT NO. 3; thence with an assumed bearing of Due East along the South line of Tract 29, a distance of 170.94 feet to a point; thence with a bearing of N. 0°21'27" W., a distance of 30.00 feet to a point; thence with a bearing of East along a line lying 30.00 feet North of and parallel to the South line of Tracts 29 and 30 of PALM BEACH FARMS COMPANY PLAT NO. 3, a distance of 255.74 feet to the POINT OF BEGINNING; thence with a bearing of N. 0°42'52" W., a distance of 115.01 feet to a point; thence with a bearing of East, a distance of 180.01 feet to a point; thence with a bearing of S. 0°42'52" E., along a line lying 65.00 feet West of and parallel to the West right-of-way line of the Florida State Turnpike, a distance of 115.01 feet to a point; thence with a bearing of West a distance of 180.01 feet, more or less, to the POINT OF BEGINNING.

ALSO: That portion of land as described in the Public Records of Palm Beach County, in Official Records Book 2761, page 892, more particularly described as follows:

A strip of land lying in Lot 30 of Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, recorded in Plat Book 2, Page 45 of Palm Beach County Public Records, said strip being more fully described as follows:

Commence at the Southeast corner of Lot 28 of said Block 79; thence due East along the South line of Lot 29, 170.94 feet to a point; thence North 0° 21' 27" W, 30.00 feet to a point; thence due East along a line 30 feet North of and parallel to the South line of Lot 29, 435.75 feet to the "Point of Beginning"; thence North 0° 42' 52" W, 115.01 feet to a point; thence due East 5.00 feet to a point; thence South 0° 42' 52" E, along a line being the West right-of-way line of Boca Rio Road, 115.01 feet to a point; thence due West 5.00 feet to the "Point of Beginning".

LESS: That portion of land as described in the Public Records of Palm Beach County, in Official Records Book 2786, page 1723, more particularly described as follows:

A strip of land lying in Lot 30 of Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, recorded in Plat Book 2, Page 45 of Palm Beach County Public Records, said strip being more fully described as follows:

Commence at the Southeast corner of Lot 28 of said Block 79; thence due East along the South line of Lot 29, 170.94 feet to a point; thence North 0° 21' 27" W, 30.00 feet to a point; thence due East along a line 30 feet North of and parallel to the South line of Lot 29, 255.74 feet to the "Point of Beginning"; thence North 0° 42' 52" W, 115.01 feet to a point; thence due East 5.00 feet to a point; thence South 0° 42' 52" E, 115.01 feet to a point; thence due West 5.00 feet to the "Point of Beginning".

LESS:

A triangular parcel of land lying in Tract 30, Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, Page 45, Palm Beach County, Florida Public Records, said triangular parcel of land being more particularly described as follows:

Beginning at the intersection of the West right-of-way line of Boca Rio Road, said line being 60.00 feet West of and parallel with, as measured at right angles to the West right-of-way line of the Florida's Turnpike, with

the North line of the South 30 feet of said Tract 30; thence South 90°00'00" West, along said North line, a distance of 30.38 feet; thence North 44°38'34" East, a distance of 42.69 feet to the West right-of-way line of said Boca Rio Road, thence South 00°42'52" East, along the said West right-of-way line a distance of 30.38 feet to the point of Beginning.

EXHIBIT B

THE EAST HALF (E1/2) OF THE FOLLOWING DESCRIBED REAL PROPERTY:
ALL OF TRACTS 28 AND 29 IN BLOCK 79 OF PALM BEACH FARMS COMPANY
PLAT NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2,
PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
AND
ALL OF BLOCK 2 AND ALL OF BLOCK 3 LYING WEST OF THE WESTERLY
RIGHT-OF-WAY LINE OF THE FLORIDA STATE TURNPIKE OF BOCA RATON
PINES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13,
PAGE 71 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS
THE SAME LIES IN TRACT 30, BLOCK 79, PALM BEACH FARMS COMPANY PLAT
NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE
45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND
RESERVING UNTO THE SELLER A NON-EXCLUSIVE EASEMENT OVER THE
NORTH SIXTY FEET FOR EGRESS AND INGRESS.



CFN 20150117653
 OR BK 27438 PG 1409
 RECORDED 04/02/2015 09:53:53
 Palm Beach County, Florida
 Sharon R. Beck, CLERK & COMPTROLLER
 Pgs 1409 - 1417; (9pgs)

Return to:

Eastham Law Offices
 138 W. Palmetto Park Road
 Boca Raton, Florida 33432

Prepared by:

Eastham Law Offices.
 138 W. Palmetto Park Road
 Boca Raton, Florida 33432

Parcel Identification Number: 00-42-20-00-000-1030

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

THIS GRANT OF EASEMENT AND MAINTENANCE AGREEMENT is made this day of March 30, 2015 by Howell & Howell, a Florida Corporation, (H&H) with an address of 21195 Boca Rio Road, Boca Raton, FL 33433, Attention: Eastham Law Offices, 138 W. Palmetto Park Road, Boca Raton, FL 33432, and Howell Brothers Family Limited Partnership, a Wyoming Limited Partnership, (HB FLP) with an address of 8195 Via Ancho Road, Boca Raton, FL 33433, Attention: Eastham Law Offices, 138 W. Palmetto Park Road, Boca Raton, FL 33432.

RECITALS:

- A. H&H owns a parcel of real property in Palm Beach County, Florida described on attached Exhibit "A" ("H&H Parcel").
- B. HB FLP owns a parcel of real property in Palm Beach County, Florida, which is contiguous to H&H Parcel and described on attached Exhibit "B" ("HB FLP Parcel").
- C. The H&H Parcel currently owns, and is connected to and utilizing the sanitary sewer lift station ("Lift Station"), which is located on H&H Parcel.
- D. HB FLP is currently in the process of developing the HB FLP Parcel and desires the use of the H&H Lift Station by construction of a gravity sewer line from the HB FLP Parcel to the Lift Station ("HB FLP Sewer Line").
- E. H&H is willing to grant an easement for the continued access, use, and maintenance under and across that portion of H&H Parcel described on attached "Exhibit C" ("Easement Land").

NOW, THEREFORE, in pursuance of this agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, H&H does hereby grant, bargain and sell unto HB FLP a perpetual, non-exclusive easement under and across the Easement Land to allow HB FLP to access, connect to, and utilize of the Lift Station in accordance with the terms of this Grant of Easement and Maintenance Agreement.

PROVIDED, HOWEVER, this Grant of Easement and Maintenance Agreement is given upon the condition and by accepting the presents herein granted, HB FLP agrees as follows: (i) in exercising the rights of HB FLP under this Grant of Easement and Maintenance Agreement, HB FLP shall promptly restore all portions of the Easement Land to the condition existing prior to such disturbance or as near thereto as possible, using materials of like kind and quality; and (ii) H&H may continue to use the Easement Land, grant additional easements to third parties in the Easement Land

and landscape and improve the Easement Land as it deems necessary, prudent and/or appropriate, provided such additional improvements or rights do not materially interfere with the rights granted to HB FLP under this Grant of Easement and Maintenance Agreement.

In addition to the foregoing, the parties agree as follows:

1. HB FLP covenants and agrees that its connection to and use of the Lift Station will be in accordance with and in compliance with all laws, ordinances, rules and regulations of any and all applicable governmental and quasi-governmental authority, including, but not limited to, those related to the disposal of hazardous wastes or substances. HB FLP agrees that it will be responsible, at its sole cost and expense, for obtaining all permits and approvals necessary for its connection to and use of the Lift Station.

2. H&H hereby covenants and agrees that it will be responsible for the maintenance and repair of the Lift Station and the sewer line running from the Lift Station to the connection with the Palm Beach County wastewater system ("H&H Sewer Line") and that it will use its reasonable efforts to keep the Lift Station and the H&H Sewer Line in working condition and repair, reasonable wear and tear excepted. HB FLP covenants and agrees that it will pay to H&H 50% of all costs and expenses incurred by H&H in connection with the maintenance, operation and repair of the Lift Station and the H&H Sewer Line, including but not limited to, any costs with respect to property insurance and liability insurance as may be carried by H&H. H&H will submit to HB FLP an estimated budget of such costs and expenses on an annual basis. H&H will endeavor to provide HB FLP with the budget not later than December 1st of each year. HB FLP will make an annual payment to H&H based on the budgeted amount not later than January 10th of each year. Subsequent to the end of each calendar year, H&H shall notify HB FLP in writing of the actual costs for such calendar year. If the total contribution by HB FLP shall be less than the actual amount due from HB FLP as shown on such notice, HB FLP shall pay to H&H the difference between the amount paid by HB FLP and the total amount due within fifteen (15) days after receipt of such notice. If the costs and expenses paid by HB FLP for such calendar year should exceed the actual amount due from HB FLP as shown on such notice, such excess will be credited against the next annual payment due from HB FLP to H&H. HB FLP shall be responsible for the construction, operation, maintenance, and repair of the HB FLP Sewer Line.

3. If any portion of the payment due from either party as set forth in Paragraph 2 of this Grant of Easement and Maintenance Agreement is not paid after same is due and remains unpaid for a period of fifteen (15) days after written notice to the other party of such delinquent payment, then the party due funds shall have the right to charge interest at the then highest rate of interest allowable by law from the due date until paid.

4 (i) H&H and HB FLP shall each be responsible for damages they cause and for any extraordinary maintenance arising as a result of the actions of such party; (ii) H&H and HB FLP will be solely responsible for all costs and expenses arising in connection with the maintenance and repair of the lines and facilities that service their respective Parcels and connect into the Lift Station. H&H hereby grants to HB FLP access to the Easement Land for the purpose of construction, operation, maintenance, and repair of the HB FLP Sewer Line. HB FLP will provide H&H with five (5) days prior written notice before exercising this right of access. H&H will have the right to have a party oversee any maintenance or repair of the HB FLP Sewer Line on the Easement Land.

5. In connection with any maintenance or repair required to be performed by H&H, in the event the work is not performed within 30 days after written notice from HB FLP; provided, however, in emergency circumstances HB FLP will not be obligated to provide such notice, HB FLP will be entitled to access to the Easement Land for the purpose of performing the work and H&H shall be responsible to reimburse HB FLP for the reasonable amount expended by HB FLP to perform such work. Notwithstanding the foregoing, in the event the maintenance or repair is not capable of being performed within said 30 day period and providing H&H diligently attempts to perform such work, H&H shall have such additional period that is reasonably required for

completion of such maintenance or repair. In connection with any maintenance or repair required to be performed by HB FLP, in the event the work is not performed within 30 days after written notice from H&H; provided, however, in emergency circumstances H&H will not be obligated to provide such notice, HB FLP shall be responsible to reimburse H&H for the reasonable amount expended by H&H to perform such work. Notwithstanding the foregoing, in the event the maintenance or repair is not capable of being performed within said 30 day period and providing HB FLP diligently attempts to perform such work, HB FLP shall have such additional period that is reasonably required for completion of such maintenance or repair.

6. HB FLP acknowledges and agrees that (i) ownership of the Lift Station and related improvements and facilities, including the H&H Sewer Line, may be transferred to the applicable government authorities, quasi-governmental authorities and/or utility companies, and (ii) maintenance responsibilities with respect to the Lift Station and related improvements and facilities, including the H&H Sewer Line, may be transferred to the applicable governmental authorities, quasi-governmental authorities and/or utility companies. In the event of any such transfer of ownership or maintenance responsibilities, H&H will be released from the maintenance obligations under this Grant of Easement and Maintenance Agreement. Furthermore, in the event of such transfer of ownership and/or maintenance responsibilities, if required by the applicable government authority, quasi-governmental authority and/or utility company, HB FLP will release and terminate its rights under this Grant of Easement and Maintenance Agreement and HB FLP will record evidence thereof in the Public Records of Palm Beach County, Florida. In addition, in the event the Lift Station is discontinued in accordance with the terms of this paragraph, upon H&H's or applicable governmental authority, quasi-governmental authority and/or utility company's request to remove, HB FLP will bear the cost and expense.

7. In the event the H&H Parcel is serviced by another utility system for sanitary sewer and H&H desires to discontinue the use of the Lift Station, H&H will not have any further obligations under this Grant of Easement and Maintenance Agreement. Notwithstanding the foregoing, in the event H&H elects ~~(not)~~ to remove the Lift Station and to keep the Lift Station in operation, HB FLP may elect to continue to use the Lift Station; provided, however, H&H will not have any further obligations or liability under the Grant of Easement and Maintenance Agreement and HB FLP will be responsible for all of the costs and expenses associated with maintenance and repair of the Lift Station. In the event the use of the Lift Station is discontinued in accordance with the terms of this paragraph, upon H&H's request, HB FLP will release and terminate its rights under this Grant of Easement and Maintenance Agreement, and HB FLP will record evidence thereof in the Public Records of Palm Beach County, Florida.

8. Within fifteen (15) days after written request by H&H, HB FLP shall provide H&H, its lender, or any purchaser of all or any portion of H&H Parcel a written certificate as to the status of this Grant of Easement and Maintenance Agreement.

9. Within fifteen (15) days after written request by HB FLP, H&H shall provide HB FLP, its lender, or any purchaser of all or any portion of HB FLP Parcel a written certificate as to the status of this Grant of Easement and Maintenance Agreement.

10. In the event H&H or HB FLP fails to perform in accordance with the terms of this Grant of Easement and Maintenance Agreement, the parties waive the rights to collect any consequential damages, punitive damages or damages related to lost profits.

11. This Grant of Easement and Maintenance Agreement will be construed in accordance with the laws of the State of Florida. This Grant of Easement and Maintenance Agreement will not be construed more strongly against any of the parties regardless of which party is responsible for its preparation. No modification or amendment of the Grant of Easement and Maintenance Agreement shall be effective unless in writing, signed by both Parcel owners and recorded in the Public Records of Palm Beach County, Florida. Any time periods provided for herein, which ends on a Saturday,

Sunday or a legal holiday, will extend to 5:00pm of the next business day. This Grant of Easement and Maintenance Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between the parties hereto and supersedes all prior discussions and agreements, whether written or oral. This Grant of Easement and Maintenance Agreement may be executed in any number of counterparts and by different parties to this Grant of Easement and Maintenance Agreement on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute on and the same agreement. Any signature delivered by a party by facsimile transmission or e-mail attachment, will be deemed to be an original signature. The failure of a party to insist on strict performance of any provision of this Agreement shall not constitute a waiver of the right to demand compliance nor shall it be construed to constitute a waiver of any other or subsequent breach.

12. Any notice to be given under this Agreement will be in writing and will be deemed to have been given: (i) when delivered, if delivered by hand; (ii) when deposited in the United States Post Office, certified mail, postage prepaid, return-receipt requested, if mailed; or (iii) on the day after the deposit with any nationally or regionally recognized overnight courier service, which requires proof of delivery.

To H&H at:
Howell & Howell, Inc
c/o Eastham Law Offices
138 W. Palmetto Park Road
Boca Raton, FL 33432
ATTN: Erik Eastham
(561) 395-6800 - Phone

To HB FLP at:
Howell Brothers FLP
c/o Eastham Law Offices
138 W. Palmetto Park Road
Boca Raton, FL 33432
ATTN: Erik Eastham
(561) 395-6800 - Phone

13. All of the benefits, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon, and/or shall accrue to the benefit of H&H and HB FLP and their respective successors in interest, assigns, heirs and personal representatives, having or hereafter acquiring any right, title or interest in and to all or any portion of H&H Parcel and/or HB FLP.

Signature Pages to Follow

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

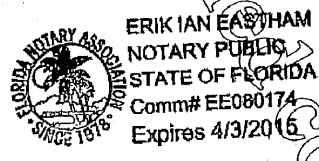
This is a copy
Witness
[Signature]
Erin Eastham
Printed Name

[Signature]
Michael Howell, GP Howell Brothers FLP

Witness
[Signature]
Jessica Chappone
Printed Name

STATE OF FLORIDA)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 03-30-15 by Michael Howell, who is personally known to me and who produced a Florida Driver's License as identification and who has taken an oath.



[Signature]
Notary Public

[Signature]
Witness
April M. Hahn
Printed Name

[Signature]
J. Richard Howell, President
Howell & Howell, Inc
Witness
[Signature]
Enrique Hester Jr.
Printed Name

STATE OF FLORIDA)
COUNTY OF Marion)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this March 26, 2015 by J. Richard Howell, who is personally known to me and who produced a Florida Driver's License as identification and who has taken an oath.



[Signature]
Notary Public

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF (E1/2) OF THE FOLLOWING DESCRIBED REAL PROPERTY:

ALL OF TRACTS 28 AND 29 IN BLOCK 79 OF PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND

ALL IN BLOCK 2 AND ALL OF BLOCK 3 LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA STATE TURNPIKE OF BOCA RATON PINES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 71 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS THE SAME LIES IN TRACT 30, BLOCK 79, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND

ANY STREETS, WAYS, AVENUES OR THOROUGHFARES LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA STATE TURNPIKE AS THE SAME ARE LOCATED IN THE PLAT OF BOCA RATON PINES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 71, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 28 OF THE ABOVE MENTIONED PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE WITH AN ASSUMED BEARING OF DUE EAST ALONG THE SOUTH LINE OF TRACT 29, A DISTANCE OF 170.94 FEET TO A POINT; THENCE WITH A BEARING OF N. 0° 21' 27" W., A DISTANCE OF 30.00 FEET TO A POINT; THENCE WITH A BEARING OF EAST ALONG A LINE LYING 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF TRACTS 29 AND 30 OF PALM BEACH FARMS COMPANY PLAT NO. 3, A DISTANCE OF 105.74 FEET TO THE POINT OF BEGINNING; THENCE WITH A BEARING OF N. 0° 42' 52" W., A DISTANCE OF 180.00 FEET TO A POINT; THENCE WITH A BEARING OF EAST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE WITH A BEARING OF 8.0° 42' 52" E., A DISTANCE OF 180.01 FEET TO A POINT; THENCE WITH A BEARING OF WEST A DISTANCE OF 150.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.620 ACRES MORE OR LESS AND SUBJECT TO EASEMENT AND RIGHT-OF-WAY OF RECORD.

EXHIBIT A

A Parcel of land being a portion of the East half (E 1/2) of the following described real property:

All of Tracts 28 and 29 in Block 79 of PALM BEACH FARMS COMPANY PLAT NO.3, according to the Plat thereof, recorded in Plat Book 2, page 45, of the Public Records of Palm Beach County, Florida, and

All of Block 2 and all of Block 3 lying West of the Westerly right-of-way line of the Florida State Turnpike, of BOCA RATON PINES, according to the Plat thereof, recorded in Plat Book 13, page 71, of the Public Records of Palm Beach County, Florida, as the same lies in Tract 30, Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, recorded in Plat Book 2, page 45, of the Public Records of Palm Beach County, Florida, and

Any streets, ways, avenues or thoroughfares lying West of the Westerly right-of-way line of the Florida State Turnpike as the same are located in the Plat of BOCA RATON PINES, according to the Plat thereof, recorded in Plat Book 13, page 71 of the Public Records of Palm Beach County, Florida.

Said Parcel being more particularly described as:

COMMENCING at the Southeast corner of Tract 28 of the above mentioned PALM BEACH FARMS COMPANY PLAT NO. 3; thence with an assumed bearing of Due East along the South line of Tract 29, a distance of 170.94 feet to a point; thence with a bearing of N. 0°21'27" W., a distance of 30.00 feet to a point; thence with a bearing of East along a line lying 30.00 feet North of and parallel to the South line of Tracts 29 and 30 of PALM BEACH FARMS COMPANY PLAT NO. 3, a distance of 255.74 feet to the POINT OF BEGINNING; thence with a bearing of N. 0°42'52" W., a distance of 115.01 feet to a point; thence with a bearing of East, a distance of 180.01 feet to a point; thence with a bearing of S. 0°42'52" E., along a line lying 65.00 feet West of and parallel to the West right-of-way line of the Florida State Turnpike, a distance of 115.01 feet to a point; thence with a bearing of West a distance of 180.01 feet, more or less, to the POINT OF BEGINNING.

ALSO: That portion of land as described in the Public Records of Palm Beach County, in Official Records Book 2761, page 892, more particularly described as follows:

A strip of land lying in Lot 30 of Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, recorded in Plat Book 2, Page 45 of Palm Beach County Public Records, said strip being more fully described as follows:

Commence at the Southeast corner of Lot 28 of said Block 79; thence due East along the South line of Lot 29, 170.94 feet to a point; thence North 0° 21' 27" W, 30.00 feet to a point; thence due East along a line 30 feet North of and parallel to the South line of Lot 29, 435.75 feet to the "Point of Beginning"; thence North 0° 42' 52" W, 115.01 feet to a point; thence due East 5.00 feet to a point; thence South 0° 42' 52" E, along a line being the West right-of-way line of Boca Rio Road, 115.01 feet to a point; thence due West 5.00 feet to the "Point of Beginning".

LESS: That portion of land as described in the Public Records of Palm Beach County, in Official Records Book 2786, page 1723, more particularly described as follows:

A strip of land lying in Lot 30 of Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, recorded in Plat Book 2, Page 45 of Palm Beach County Public Records, said strip being more fully described as follows:

Commence at the Southeast corner of Lot 28 of said Block 79; thence due East along the South line of Lot 29, 170.94 feet to a point; thence North 0° 21' 27" W, 30.00 feet to a point; thence due East along a line 30 feet North of and parallel to the South line of Lot 29, 255.74 feet to the "Point of Beginning"; thence North 0° 42' 52" W, 115.01 feet to a point; thence due East 5.00 feet to a point; thence South 0° 42' 52" E, 115.01 feet to a point; thence due West 5.00 feet to the "Point of Beginning".

LESS:

A triangular parcel of land lying in Tract 30, Block 79, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, Page 45, Palm Beach County, Florida Public Records, said triangular parcel of land being more particularly described as follows:

Beginning at the intersection of the West right-of-way line of Boca Rio Road, said line being 60.00 feet West of and parallel with, as measured at right angles to the West right-of-way line of the Florida's Turnpike, with

EXHIBIT B

the North line of the South 30 feet of said Tract 30; thence South 90°00'00" West, along said North line, a distance of 30.38 feet; thence North 44°38'34" East, a distance of 42.69 feet to the West right-of-way line of said Boca Rio Road, thence South 00°42'52" East, along the said West right-of-way line a distance of 30.38 feet to the point of Beginning.

This is not a certified copy

EXHIBIT B

Land Description of Easement:

A portion of Tract 30, Block 79, PALM BEACH FARMS COMPANY PLAT No. 3, according to the plat thereof, as recorded in Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the southeast corner of Tract 28, of said PALM BEACH FARMS COMPANY PLAT No. 3; thence with an assumed bearing of S90°00'00"E along the south line of Tract 29 of said plat, 426.68 feet; thence N00°42'52"W, 143.24 feet to the POINT OF BEGINNING; thence N01°04'25"W, 8.06 feet; thence S89°43'21"W, 1.00 feet; thence N02°53'02"E, 11.81 feet; thence N88°25'19"E, 10.03 feet; thence S77°52'27"E, 20.95 feet; thence S89°03'26"E, 149.84 feet to the West right-of-way line of Boca Rio Road; thence S01°04'25"E along said West right-of-way line, 16.22 feet; thence N89°03'26"W, 180.11 feet to the POINT OF BEGINNING.

Said lands lying and being in Palm Beach County, Florida and containing 3,007 square feet more or less.

EXHIBIT C