

 WILL CALL

RECORD & RETURN TO:
GOLDBERG, YOUNG & BORKSON, P.A.
1630 North Federal Highway
P. O. Box 23800
Fort Lauderdale, Florida 33307

DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS

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THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS is made this 10 day of April, 1987 by and between JOSE GABRIEL LOPERENA and RICHARD LAYFIELD, their heirs, successors and assigns (hereinafter "LOPERENA AND LAYFIELD"), whose business address is 848 Brickell Avenue, Room 400-D, Miami, Florida 33131, and JAMES SIMON, his heirs, successors and assigns (hereinafter collectively "SIMON") whose business address is c/o Goldberg, Young & Borkson, P.A., 1630 N. Federal Highway, Fort Lauderdale, Florida 33305.

W I T N E S S E T H :

WHEREAS, LOPERENA AND LAYFIELD are the fee simple owners of that certain property lying, situate and being in Broward County, Florida, more particularly described in Exhibit "A" hereto (hereinafter the "LOPERENA AND LAYFIELD PROPERTY"); and

WHEREAS, SIMON is the fee simple owner of that certain property lying, situate and being in Broward County, Florida, more particularly described in Exhibit "B" hereto (hereinafter the "SIMON PROPERTY"); and

WHEREAS, LOPERENA AND LAYFIELD and SIMON desire to covenant and agree as hereinafter set forth and to encumber the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY with the easements and restrictions as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, LOPERENA AND LAYFIELD and SIMON hereby agree as follows:

1. RECITALS. The above recitals are true.
2. SIGNS.

2.01 LOPERENA AND LAYFIELD hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of SIMON and/or SIMON'S BUSINESS ENTITY a Perpetual Nonexclusive Easement for SIMON and/or SIMON'S BUSINESS ENTITY to erect, place, maintain and repair a sign or signs identifying the tradename(s) and/or the business(es) to be conducted by SIMON and/or SIMON'S BUSINESS ENTITY upon the SIMON PROPERTY upon any Pylon or monument sign or signs erected or placed on the LOPERENA AND LAYFIELD PROPERTY for the purpose of identifying the tradenames and/or businesses to be conducted on the LOPERENA AND LAYFIELD PROPERTY and/or the SIMON PROPERTY by LOPERENA AND LAYFIELD or any business entity or tenant of LOPERENA AND LAYFIELD. No owner, tenant or other occupant of any portion of the LOPERENA AND LAYFIELD PROPERTY shall be given priority over SIMON and/or SIMON'S BUSINESS ENTITY in determining availability of space for such signage. Any such Pylon or monument sign shall have a height from ground level of no more than 35 feet (but no more than the maximum height permitted pursuant to applicable zoning and sign ordinances), nor no less than 20 feet (unless required pursuant to applicable zoning and sign ordinances) and have a total signage surface area (excluding the pole or other apparatus used for placement or anchoring of such sign) of not less than 150 square feet. Notwithstanding any provision of this Paragraph 2.01 to the contrary, the provisions of this Paragraph 2.01 do not grant unto SIMON or SIMON'S BUSINESS ENTITY the right to erect or place any Pylon or monument sign on the LOPERENA AND LAYFIELD PROPERTY. The rights of SIMON and SIMON'S BUSINESS ENTITY to erect a Pylon or monument sign on the LOPERENA AND LAYFIELD PROPERTY are set forth in Paragraph 2.02 hereof.

2.02 If LOPERENA AND LAYFIELD have not erected a Pylon or monument sign identifying the tradename(s) and/or business(es) to be conducted on the LOPERENA AND LAYFIELD PROPERTY and/or the SIMON PROPERTY within the area designated "Signage Location" on Exhibit "D" attached hereto on or before August 15, 1987, SIMON and/or SIMON'S BUSINESS ENTITY shall be entitled to erect, place, maintain and repair a Pylon or monument sign identifying the tradename(s) and/or business(es) to be conducted by SIMON and/or SIMON'S BUSINESS

OFF 14336 PAGE 959



ENTITY upon the SIMON PROPERTY upon such property, and LOPERENA AND LAYFIELD hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of SIMON and/or any business entity or tenant of SIMON doing business on the SIMON PROPERTY (hereinafter any such business entity or tenant shall be referred to as "SIMON'S BUSINESS ENTITY") a Perpetual Nonexclusive Easement for SIMON and/or SIMON'S BUSINESS ENTITY to erect, place, maintain and repair a Pylon or monument sign identifying the tradename(s) and/or the business(es) to be conducted by SIMON and/or SIMON'S BUSINESS ENTITY upon the SIMON PROPERTY.

2.03 The easement described in Paragraphs 2.01 shall be located on the LOPERENA AND LAYFIELD PROPERTY at the location or locations chosen by LOPERENA AND LAYFIELD for the placement of identification signs for the business(es) located within the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY. LOPERENA AND LAYFIELD covenant and agree that the location of said sign or signs shall be such as to be reasonably visible to and readable by vehicular traffic using those portions of Copans Road and/or N.E. 3rd Avenue and/or Interstate 95 adjacent to the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY. The easement described in Paragraph 2.02 shall be located on the LOPERENA AND LAYFIELD PROPERTY within the area designated "Signage Location" on Exhibit "D" attached hereto at the location chosen by LOPERENA AND LAYFIELD for the placement of an identification sign for the business(es) located within the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY. LOPERENA AND LAYFIELD covenant and agree that the location of said sign within the area designated "Signage Location" on Exhibit "D" shall be such as to be reasonably visible to and readable by vehicular traffic using those portions of Copans Road adjacent to the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY.

2.04 LOPERENA AND LAYFIELD additionally do hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of SIMON and/or SIMON'S BUSINESS ENTITY a Perpetual Non-Exclusive Easement for SIMON and/or SIMON'S BUSINESS ENTITY to erect, place, maintain and repair directional signs identifying the tradename(s) and/or the business(es) to be conducted by SIMON and/or SIMON'S BUSINESS ENTITY upon the SIMON PROPERTY.

2.05 The easement described in Paragraph 2.04 shall be located within the ROAD (as defined in Paragraph 4.01 hereof), or upon that portion of the LOPERENA AND LAYFIELD PROPERTY adjacent to the ROAD. All such directional signs shall be placed in such a location or locations as to be reasonably visible to and readable by vehicular traffic using the ROAD.

2.06 SIMON covenants and agrees that SIMON shall bear, and SIMON hereby expressly assumes, all costs and expenses of erection, placement, maintenance and repair of any Pylon or monument sign erected or placed on the LOPERENA AND LAYFIELD PROPERTY by SIMON or SIMON'S BUSINESS ENTITY in accordance with Paragraph 2.02 hereof, unless such Pylon or monument sign includes the tradename(s) and/or business(es) operated upon the LOPERENA AND LAYFIELD PROPERTY, in which event the costs and expenses of erection, placement, maintenance and repair of such Pylon or monument sign shall be shared on an equitable and prorata basis between SIMON and LOPERENA AND LAYFIELD. SIMON further covenants and agrees that SIMON shall bear, and SIMON hereby expressly assumes, all costs and expenses of erection, placement, maintenance and repair of any directional sign erected or placed on the LOPERENA AND LAYFIELD PROPERTY by SIMON or SIMON'S BUSINESS ENTITY unless such directional sign includes the tradename(s) and/or business(es) operated upon the LOPERENA AND LAYFIELD PROPERTY, in which event the costs and expenses of erection, placement, maintenance and repair of such directional sign shall be shared on an equitable and prorata basis between SIMON and LOPERENA AND LAYFIELD. SIMON further covenants and agrees that SIMON shall bear, and SIMON hereby expressly assumes, all costs and expenses of any sign placed on any Pylon or monument sign in accordance with Paragraph 2.01 hereof by SIMON or SIMON'S BUSINESS ENTITY. SIMON further covenants and agrees that the erection, placement, maintenance and repair of any of the above signs shall at all times comply with any and all applicable governmental rules, regulations and ordinances including, but not limited to, all applicable zoning and sign ordinances. LOPERENA AND LAYFIELD covenant and agree that LOPERENA AND LAYFIELD shall bear all costs and expenses of the erection, placement, maintenance and repair of any Pylon or monument sign placed on the LOPERENA AND LAYFIELD PROPERTY in

OFF 14336 PAGE 960

accordance with this Paragraph 2 other than those costs expressly assumed hereby by SIMON. LOPERENA AND LAYFIELD further covenant and agree that the erection, placement, maintenance and repair of any such Pylon or monument sign shall at all times comply with any and all applicable governmental rules, regulations and ordinances.

2.07 The easements described in this Paragraph 2 shall include a Perpetual Nonexclusive Easement in favor of SIMON and/or SIMON'S BUSINESS ENTITY over and across the ROAD within the LOPERENA AND LAYFIELD PROPERTY, as well as those portions of the LOPERENA AND LAYFIELD PROPERTY adjacent to the ROAD and such other roadways within the LOPERENA AND LAYFIELD PROPERTY as are reasonably necessary for reasonable access to and from the sign location for the purpose of erection, placement, maintenance and repair of such sign. If access to any sign cannot be obtained by use of the ROAD or other roadways within the LOPERENA AND LAYFIELD PROPERTY, the easements described in this Paragraph 2 shall include a Perpetual Nonexclusive Easement in favor of SIMON and/or SIMON'S BUSINESS ENTITY over such other portions of the LOPERENA AND LAYFIELD PROPERTY (excluding those portions of the LOPERENA AND LAYFIELD PROPERTY upon which permanent structural improvements are located) as are reasonably necessary for reasonable access to and from such sign's location for the purpose of erection, placement, maintenance and repair of such sign.

3. DRAINAGE.

3.01 LOPERENA AND LAYFIELD hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of SIMON and/or SIMON'S BUSINESS ENTITY across, through and under that portion of the LOPERENA AND LAYFIELD PROPERTY hereinafter described, including the subsurface thereof (and including, but not limited to, paved and landscaped portions of the LOPERENA AND LAYFIELD PROPERTY), a Perpetual Nonexclusive Easement for drainage which permits excess water from the SIMON PROPERTY to drain into any retention lake located on or within or adjacent to, or which may be from time to time located on or within or adjacent to, that portion of the LOPERENA AND LAYFIELD PROPERTY which lies within the area designated "Retention Area" on Exhibit "E" attached hereto, or any canal located on or adjacent to, or which may from time to time be located on or adjacent to, the westerly boundary line of the LOPERENA AND LAYFIELD PROPERTY. The drainage easement granted by this Paragraph 3.01 shall be located as close to the westerly boundary line of the LOPERENA AND LAYFIELD PROPERTY and as close to the aforesaid retention area as permitted by applicable governmental regulations. The width of the drainage easement shall not exceed thirty (30) feet at any point on the LOPERENA AND LAYFIELD PROPERTY. The subsurface of roadways and parking areas located within the herein described drainage easement area may, at SIMON'S and/or SIMON'S BUSINESS ENTITY'S option, comprise a portion of the SIMON drainage system. Upon completion of the SIMON drainage system, SIMON, at SIMON'S expense, shall provide LOPERENA AND LAYFIELD with a survey of the SIMON drainage system, and the SIMON drainage easement declared hereby shall be modified to encumber only those portions of the LOPERENA AND LAYFIELD PROPERTY actually used for the SIMON drainage system as set forth on said survey, reserving, however, the right of SIMON to relocate and/or expand the SIMON drainage system on the LOPERENA AND LAYFIELD PROPERTY if the proposed relocation and/or expansion is located as close to the westerly boundary line of the LOPERENA AND LAYFIELD PROPERTY and as close to the aforesaid retention area as permitted by applicable governmental regulations; the width of the drainage easement, including the property used for any such relocation and/or expansion does not exceed thirty (30) feet at any point on the LOPERENA AND LAYFIELD PROPERTY and if such relocation and/or expansion does not materially and adversely interfere with any existing drainage system of LOPERENA AND LAYFIELD for the LOPERENA AND LAYFIELD PROPERTY and further reserving the right of SIMON to enter upon the aforesaid retention area, the ROAD, as well as those portions of the LOPERENA AND LAYFIELD PROPERTY adjacent to the ROAD and such other roadways within the LOPERENA AND LAYFIELD PROPERTY as are reasonably necessary for reasonable access to and from the drainage easement and the retention area on the LOPERENA AND LAYFIELD PROPERTY for the purpose of installation, maintenance, repair and upkeep of the SIMON drainage system, as same may be relocated and/or expanded in accordance herewith. If access to the retention area or any portion of the drainage easement cannot be obtained by use of the ROAD or other roadways within the LOPERENA AND LAYFIELD PROPERTY the easement described in this Paragraph shall include a Perpetual Nonexclusive Easement in favor of SIMON or SIMON'S BUSINESS ENTITY over, across and

OFF 14336 PAGE 961

under such other portions of the LOPERENA AND LAYFIELD PROPERTY (excluding those portions of the LOPERENA AND LAYFIELD PROPERTY upon which permanent structural improvements are located) as are reasonably necessary for reasonable access to and from the drainage easement and the aforesaid retention area for the purpose of installation, maintenance, repair and upkeep of the SIMON drainage system, as same may be relocated and/or expanded in accordance herewith.

3.02 If LOPERENA AND LAYFIELD construct a surface water management system for the LOPERENA AND LAYFIELD PROPERTY (SIMON acknowledges and agrees that LOPERENA AND LAYFIELD are not obligated to construct any such surface water management system for the LOPERENA AND LAYFIELD PROPERTY) LOPERENA AND LAYFIELD covenant and agree that such surface water management system for the LOPERENA AND LAYFIELD PROPERTY shall be installed, operated and maintained in such a manner as to not interfere with excess water drainage from the SIMON PROPERTY, and that such installation operation and maintenance shall otherwise be in accordance with all permits and approvals issued by the controlling governmental authorities. Further, LOPERENA AND LAYFIELD covenant and agree that any such surface water management system for the LOPERENA AND LAYFIELD PROPERTY shall not be interfered with, changed or altered in such a manner as to interfere with the excess water drainage from the SIMON PROPERTY, and that no changes or alterations shall be made in the surface water management system, except pursuant to permits and/or approvals issued by the controlling governmental authorities.

3.03 SIMON covenants and agrees that the surface water management system for the SIMON PROPERTY shall be installed, operated and maintained in such a manner as to not interfere with excess water drainage from the LOPERENA AND LAYFIELD PROPERTY, and that such installation, operation and maintenance shall otherwise be in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, SIMON covenants and agrees that the surface water management system for the SIMON PROPERTY shall not be interfered with, changed or altered in such a manner as to interfere with the excess water drainage from the LOPERENA AND LAYFIELD PROPERTY, and that no changes or alterations shall be made in the surface water management system, except pursuant to permits and/or approvals issued by controlling governmental authorities.

3.04 Additionally, LOPERENA AND LAYFIELD covenant and agree that any LOPERENA AND LAYFIELD surface water management system on the LOPERENA AND LAYFIELD PROPERTY shall not be installed, operated, maintained, relocated or expanded in such a manner as to prevent reasonable ingress, egress or use of all buildings, parking areas and other facilities located on the LOPERENA AND LAYFIELD PROPERTY or the SIMON PROPERTY. Additionally, SIMON covenants and agrees that any SIMON surface water management system for the SIMON PROPERTY shall not be installed, operated, maintained, relocated or expanded in such a manner as to prevent reasonable ingress, egress or use of all buildings, parking areas and other facilities located on the LOPERENA AND LAYFIELD PROPERTY or the SIMON PROPERTY.

3.05 Notwithstanding anything to the contrary in this Paragraph 3 if LOPERENA AND LAYFIELD have not constructed a retention area sufficient to adequately accommodate the SIMON drainage system hereindescribed on or before August 15, 1987, SIMON or SIMON'S BUSINESS ENTITY shall have the right, but not the obligation, to construct, install, maintain, repair, relocate and/or enlarge same at the expense of LOPERENA AND LAYFIELD. The location of any such retention lake constructed by SIMON and/or SIMON'S BUSINESS ENTITY shall be located within the area designated "Retention Area" on Exhibit "E" attached hereto. LOPERENA AND LAYFIELD hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of SIMON and/or SIMON'S BUSINESS ENTITY a Nonexclusive Perpetual Easement across, through and under the ROAD, as well as those portions of the LOPERENA AND LAYFIELD PROPERTY adjacent to the ROAD and such other roadways within the LOPERENA AND LAYFIELD PROPERTY, as are reasonably necessary for access to such retention area for the purpose of installation, placement, maintenance, repair, relocation and/or enlargement of same. If access to any portion of such retention area cannot be obtained

OFF 14336 PAGE 962

by use of the ROAD or other roadways within the LOPERENA AND LAYFIELD PROPERTY, the easement described in this Paragraph shall include a Perpetual Nonexclusive Easement in favor of SIMON and/or SIMON'S BUSINESS ENTITY over, across and through such other portions of the LOPERENA AND LAYFIELD PROPERTY (excluding those portions of the LOPERENA AND LAYFIELD PROPERTY upon which permanent structural improvements are located) as are reasonably necessary for reasonable access to such retention area for installation, placement, maintenance, repair, relocation and/or enlargement of such retention area.

4. ROADS.

4.01 LOPERENA AND LAYFIELD, at LOPERENA AND LAYFIELD's expense, shall on or before August 15, 1987, construct, install and pave a private road or roads (hereinafter the "ROAD") over and across that certain property more particularly set forth on Exhibit "C" attached hereto, said property including portions of the SIMON PROPERTY and the LOPERENA AND LAYFIELD PROPERTY. The ROAD shall be no less than 25 feet in width at any point; shall have an asphaltic surface and shall be capable of accommodating any and all forms of vehicular traffic. LOPERENA AND LAYFIELD covenant and agree that the ROAD shall extend no more than fifteen (15) feet onto the SIMON PROPERTY at any point.

4.02 LOPERENA AND LAYFIELD, or an entity or association to be formed by LOPERENA AND LAYFIELD, shall maintain and repair the ROAD at all times, in accordance with all applicable governmental requirements and in a first-class condition so as to preserve a well kept appearance for the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY. SIMON and the fee title owners of all other parcels of real property served by the ROAD and located within the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY (including LOPERENA AND LAYFIELD) shall share in any and all costs (excluding the costs described in Paragraph 4.01 which shall be paid for solely by LOPERENA AND LAYFIELD) of owning and maintaining the ROAD, including any and all costs of maintenance, repairs, insurance (the amount of liability insurance shall be at least \$200,000.00 unless a lesser amount is agreed to in writing by all fee title owners of property within the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY) and taxes relating thereto.

4.03 SIMON's share and each fee title owner's share of the costs and expenses of maintenance and repair of the ROAD shall be determined by multiplying such cost and expense by a fraction, the numerator of which is equal to the total square footage of the entire surface land area of all the property contained within a parcel owned by the respective owner, and the denominator of which is equal to the total square footage of the entire surface land area contained within all properties served by the ROAD and located within the LOPERENA AND LAYFIELD PROPERTY and the SIMON PROPERTY.

4.04 The ROAD shall at all times permit SIMON and SIMON'S BUSINESS ENTITY and the agents, employees, customers, guests and invitees of SIMON and SIMON'S BUSINESS ENTITY use of the ROAD for direct ingress and egress to and from the SIMON PROPERTY and N.W. 3rd Avenue and Copans Road.

4.05 LOPERENA AND LAYFIELD hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of (i) SIMON, (ii) SIMON'S BUSINESS ENTITY, (iii) tenants, other occupants of the SIMON PROPERTY, agents, employees, customers, guests and invitees of SIMON and SIMON'S BUSINESS ENTITY, (iv) all tenants and other occupants of the LOPERENA AND LAYFIELD PROPERTY and (v) all persons having business with LOPERENA AND LAYFIELD and/or such tenants or other occupants, including but not limited to tenants, agents, employees, customers, guests and invitees of LOPERENA AND LAYFIELD or any such tenant or any such occupant, a Perpetual Nonexclusive Easement over and across that portion of the ROAD which lies within the LOPERENA AND LAYFIELD PROPERTY.

4.06 SIMON does hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of (i) LOPERENA AND LAYFIELD, (ii) all tenants or other occupants of the LOPERENA AND LAYFIELD PROPERTY, (iii) all persons having business with LOPERENA AND LAYFIELD and/or any such tenant or occupant, including, but not limited to all tenants, agents, employees, customers, guests and invitees of LOPERENA AND LAYFIELD or any such tenant or

OFF
REC 14336 PAGE 963

occupant, (iv) SIMON'S BUSINESS ENTITY and (v) tenants, other occupants of the SIMON PROPERTY, agents, employees, customers, guests and invitees of SIMON or SIMON'S BUSINESS ENTITY, a Perpetual Nonexclusive Easement over and across that portion of the ROAD which lies within the SIMON PROPERTY, provided that neither the ROAD nor this Easement relating thereto shall extend more than fifteen (15) feet into the SIMON PROPERTY at any point.

5. UTILITIES.

5.01 LOPERENA AND LAYFIELD shall, at their cost and expense, install to the boundary line of the SIMON PROPERTY, and thereafter, maintain all water and sewer lines (including a lift station), electric lines and telephone lines necessary to service the SIMON PROPERTY. All such utility lines and the lift station shall be of sufficient size and capacity to serve the SIMON PROPERTY for SIMON'S intended use. If LOPERENA AND LAYFIELD fail to install to the boundary line of the SIMON PROPERTY, all water and sewer lines (including the lift station), electric lines and telephone lines necessary to service the SIMON PROPERTY by August 15, 1987 or if LOPERENA AND LAYFIELD fail to properly maintain such water and sewer lines (including the lift station), electric lines and telephone lines servicing the SIMON PROPERTY or if LOPERENA AND LAYFIELD fail to properly install and/or maintain any other water and sewer lines, electric lines and telephone lines servicing the LOPERENA AND LAYFIELD PROPERTY (and such failure to maintain same interferes with the use of the SIMON PROPERTY), SIMON may install same at LOPERENA AND LAYFIELD'S expense and/or maintain same, and LOPERENA AND LAYFIELD hereby grant, bargain, sell, convey, dedicate, set aside and establish a Perpetual Nonexclusive Easement in favor of SIMON in and to the ROAD, as well as those portions of the LOPERENA AND LAYFIELD PROPERTY adjacent to the ROAD and such other roadways within the LOPERENA AND LAYFIELD PROPERTY, as are reasonably necessary for installation of and/or access to and from such water and sewer lines (including the lift station), telephone and electric lines for such purposes. If access to and from any such utility cannot be secured by use of the ROAD or other roadways within the LOPERENA AND LAYFIELD PROPERTY, the easement described in this Paragraph shall include a Perpetual Nonexclusive Easement in favor of SIMON and/or SIMON'S BUSINESS ENTITY over such other portions of the LOPERENA AND LAYFIELD PROPERTY as are reasonably necessary for reasonable access to and from such utilities for installation, maintenance and repair of same. Any water and sewer lines or facilities constructed in accordance herewith by SIMON and/or SIMON'S BUSINESS ENTITY shall, if reasonably possible, commence at the easterly boundary of the LOPERENA AND LAYFIELD PROPERTY adjacent and contiguous to N.W. Third Avenue and lie within the ROAD. The easement area for any such water and sewer lines or facilities constructed in accordance herewith by SIMON and/or SIMON'S BUSINESS ENTITY shall have a width of no more than thirty (30) feet at any point on the LOPERENA AND LAYFIELD PROPERTY.

5.02 SIMON may at SIMON'S option and SIMON'S cost and expense, install utility lines and facilities to service the SIMON PROPERTY in addition to the utility lines and facilities to be provided by LOPERENA AND LAYFIELD as more particularly set forth in Paragraph 5.01. If SIMON fails to properly maintain any such additional water or sewer lines or facilities, or if SIMON fails to maintain any such additional electric lines and telephone lines servicing the SIMON PROPERTY (if and only if such telephone lines and/or electric lines also service the LOPERENA AND LAYFIELD PROPERTY), LOPERENA AND LAYFIELD may maintain same, and SIMON does hereby grant, bargain, sell, convey, dedicate, set aside and establish a Perpetual Nonexclusive Easement in favor of LOPERENA AND LAYFIELD in and to the SIMON PROPERTY for such purposes.

5.03 LOPERENA AND LAYFIELD additionally hereby grant, bargain, sell, convey, dedicate, set aside and establish for the use and benefit of SIMON and SIMON'S BUSINESS ENTITY a Perpetual Nonexclusive Easement in and to those portions of the LOPERENA AND LAYFIELD PROPERTY more particularly described in Paragraph 5.01 so that SIMON may install, maintain and repair at SIMON sole expense the water and sewer lines and facilities, electric lines and telephone lines described in Paragraph 5.02. This easement shall be deemed to include water and sewer lines and facilities, electric lines and telephone lines of sufficient size and capacity to service the SIMON PROPERTY for the maximum use as may from time to time be permitted on the SIMON PROPERTY or any portion thereof. If LOPERENA AND LAYFIELD relocate any of the

roadways described in Paragraph 5.01, the grant of easement described in Paragraphs 5.01, 5.02 and 5.03 shall be deemed to include a Perpetual Nonexclusive Easement in and to the subsurface of any portion of the LOPERENA AND LAYFIELD PROPERTY previously used as a roadway, but no longer used as a roadway due to relocation thereof.

5.04 SIMON covenants and agrees that the utility lines and facilities described in Paragraphs 5.02 and 5.03 shall be installed, operated and maintained in such a manner as to not unreasonably interfere with the use of the LOPERENA AND LAYFIELD PROPERTY (minor interference with use of the roads within the LOPERENA AND LAYFIELD PROPERTY is permissible) and that such installation, operation and maintenance shall otherwise comply with all rules, regulations and requirements of all applicable governmental authorities and/or utility companies. Further, SIMON covenants and agrees that the utility lines and facilities described in Paragraphs 5.02 and 5.03 shall not be changed or altered in such a manner as to unreasonably interfere with the use of the LOPERENA AND LAYFIELD PROPERTY (minor interference with use of roads within the LOPERENA AND LAYFIELD PROPERTY is permissible) and that no change or alterations shall be made in said utility lines except pursuant to permits and/or approvals issued by controlling governmental authorities and/or utility companies.

5.05 LOPERENA AND LAYFIELD covenant and agree that the utility lines and facilities described in Paragraph 5.01 shall be installed, operated and maintained in such a manner as to not unreasonably interfere with the use of the SIMON PROPERTY (minor interference with use of the ROAD is permissible), and that such installation, operation and maintenance shall otherwise comply with all the rules, regulations and requirements of all applicable governmental authority and/or utility companies. Further, LOPERENA AND LAYFIELD covenant and agree that the utility lines and facilities described in Paragraph 5.01 shall not be changed or altered in such a manner as to unreasonably interfere with the use of the SIMON PROPERTY (minor interference with the use of the ROAD is permissible) and that no change or alteration shall be made in said utility lines except pursuant to permits and/or approvals issued by controlling governmental authorities and/or utility companies.

5.06 Notwithstanding anything to the contrary in this Paragraph 5, the cost of maintenance and upkeep of any portion of any utility system described in this Paragraph 5 which services only SIMON or LOPERENA AND LAYFIELD shall be borne by the party so served and the cost of maintenance and upkeep of any portion of any such utility system which services both SIMON and LOPERENA AND LAYFIELD shall be borne by both SIMON and LOPERENA AND LAYFIELD in an equitable and prorata manner.

5.07 SIMON and LOPERENA AND LAYFIELD covenant and agree to join in any conveyance of any utility system or facility described in this Paragraph 5 to any governmental or quasi-governmental entity if such conveyance is requested by any governmental or quasi-governmental entity.

6. ENFORCEMENT PROVISIONS. In the event of violation of any of the provisions of this Declaration (monetary or non-monetary) by any party hereto (a violation of the provisions of this Declaration by a party's business entity or a party's tenant or other occupant of the party's property or any tenant, occupant, agent, employee, customer, guest, patron or invitee of such party, such party's business entity or such party's tenant or other occupant shall be deemed a violation hereof by such party), the non-defaulting party or if applicable, the entity or association referenced in 4.02 of this Declaration (hereinafter the "ASSOCIATION") shall notify the defaulting party of the violation by written notice. If such a violation is not cured as soon as practicable and in any event, within seven (7) days after such written notice (unless the violation is not capable of being cured within such seven (7) day period in which event the defaulting party shall commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the non-defaulting party or ASSOCIATION) the non-defaulting party or ASSOCIATION may, at its option:

6.01.1 Commence an action to enforce performance on the part of the defaulting party and/or to secure such equitable relief as may be necessary under the circumstances including injunctive relief; and/or

6.01.2 Commence an action to recover all actual costs incurred by the non-defaulting party, including attorneys' fees and costs; and/or

6.01.3 Take any and all action reasonably necessary to correct such failure which action may include but is not limited to performing any maintenance required to be performed by this Declaration.

6.02 All costs and expenses incurred by the non-defaulting party or the ASSOCIATION in securing compliance by the defaulting party with this Declaration shall be due upon written demand from the non-defaulting party or the ASSOCIATION to the defaulting party.

6.03 In any legal proceeding arising out of the terms of this Declaration the prevailing party shall be entitled to recover the cost of such proceeding including reasonable attorneys' fees.

6.04 The non-defaulting party or the ASSOCIATION shall have a lien on the defaulting parties property located within the SIMON PROPERTY or the LOPERENA AND LAYFIELD PROPERTY for all amounts due from the non-defaulting party in accordance with this Declaration. Said lien may be foreclosed by the non-defaulting party or the ASSOCIATION in the manner in which a mortgage is foreclosed. Any such lien shall only be effective from and after recording of a Claim of Lien in the public records of Broward County, Florida.

6.05 Interest shall be due and payable by the defaulting party to the non-defaulting party or ASSOCIATION from the date the specific amount due for the default is determined.

6.06 The lien described in this Paragraph 6 shall be subordinate and inferior to the lien of any mortgage (including a leasehold mortgage) in favor of the parties signing this Declaration or any institutional lender (institutional lender shall mean and refer to a bank, life insurance company, union pension trust, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized as an institutional-type lender) recorded prior to the recording of a claim of lien. The sale or transfer of any property which is subject to such a mortgage by the foreclosure of such mortgage or by deed in lieu thereof shall extinguish the lien and any interest, costs and expenses due thereunder which were owed prior to such sale or transfer unless a claim of lien for same was recorded prior to the recording of the mortgage and the new owner obtaining title by foreclosure of such mortgage or by deed in lieu thereof shall not be liable for said payments, but shall be liable for amounts due pursuant to this Declaration after the sale or transfer. If the lien is extinguished as aforesaid, such sums shall be collectible from the other property owners, including such acquirer of title, and its successors and assigns.

6.07 The consent of FREEDOM SAVINGS AND LOAN ASSOCIATION ("FREEDOM") attached to this Declaration relieves FREEDOM and its successors and assigns of certain obligations imposed upon the owner(s) of the LOPERENA AND LAYFIELD PROPERTY by the terms and conditions of this Declaration. Such obligations are more specifically set forth in the FREEDOM consent attached hereto. If FREEDOM and its successors and assigns become the owner of the LOPERENA AND LAYFIELD PROPERTY, or any portion thereof (either by voluntary conveyance or involuntary conveyance), to the extent FREEDOM and/or its successors and assigns does not fulfill any or all of such obligations (because of having been relieved of the obligation to do so by virtue of the provisions of the FREEDOM consent), LOPERENA AND LAYFIELD and SIMON agree, notwithstanding any provision in this Declaration to the contrary, that LOPERENA AND LAYFIELD shall remain responsible for and liable to SIMON for any and all costs, expenses and other damages incurred by SIMON (including, but not limited to, construction and maintenance costs, court costs and attorneys' fees) by virtue of FREEDOM and/or its successors and assigns not fulfilling such obligations in accordance with the terms of the Declaration.

7. MISCELLANEOUS PROVISIONS.

7.01 This Agreement shall be binding upon and shall inure to the benefit of LOPERENA AND LAYFIELD, SIMON and SIMON'S BUSINESS ENTITY, and their respective successors and assigns, and shall be deemed a covenant running with the land.

OFF
REC 14336 PAGE 966

7.02 Should any of the easements, restrictions or covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions hereof shall nevertheless be and remain in full force and effect.

7.03 Notwithstanding anything in this Declaration to the contrary, each party to this Declaration shall be liable regarding the matters more particularly described in this Declaration for the expense of any maintenance, repair or replacement rendered necessary by such parties (for the purposes hereof a "party" shall include such party's business entity or tenant or other occupant of the party's property and any tenant, occupant, agent, employee, customer, guest, patron or invitee of such party, such party's business entity or such party's tenant or other occupant) act, neglect or carelessness. Notwithstanding anything in this Declaration to the contrary, each party to this Declaration agrees to indemnify and hold harmless the other party from any and all damage, costs and expenses, including, without limitation, reasonable legal fees and costs, resulting from such party's use of the other party's property for the purposes set forth herein.

7.04 This Declaration shall not be amended without the prior written approval of all mortgagees and fee title owners of property within the LOPERENA AND LAYFIELD PROPERTY and SIMON PROPERTY. Any amendment to this Declaration regarding the location, relocation or abandonment of the ROAD shall also require the prior approval of the Board of County Commissioners of Broward County, Florida.

7.05 The failure of the ASSOCIATION or any party hereto to enforce any provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the ASSOCIATION or any party hereto to enforce such right, provision, covenant or condition in the future.

7.06 All rights, remedies and privileges granted to the parties hereto and/or the ASSOCIATION shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the parties hereto or the ASSOCIATION thus exercising the same from executing such additional remedies, rights and privileges as may be granted or as it may have by law.

7.07 The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

7.08 The captions used in this Declaration and the exhibits attached hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

7.09 This Declaration shall become effective upon its recordation among the Public Records of Broward County, Florida.

7.10 Nothing in this Declaration shall be deemed to affect any existing easement, including but not limited to easements for utilities, drainage and ingress or egress, or any other restrictions which may have been placed of record prior to the recording hereof.

7.11 Any notice, demand or request required or permitted to be given pursuant to this Declaration shall be given or made in writing by either hand delivery or by certified or registered mail, return receipt requested, addressed to the party to which such notice, demand or request is being made as follows:

7.11.1 To LOPERENA AND LAYFIELD at:

848 Brickell Avenue, Suite 400D
Miami, Florida 33131

7.11.2 To SIMON at:

c/o Goldberg, Young & Borkson, P.A.
1630 North Federal Highway
Fort Lauderdale, Florida 33305
Attention: Paul Young, Esq.

OFF 14336 PAGE 967

7.11.3 To the ASSOCIATION at the published address of the ASSOCIATION as it may vary from time to time.

7.11.4 Any notice given in accordance with the provisions of this subsection shall be deemed to be received and effective if hand delivered on the date of such delivery or if mailed by registered or certified mail, return receipt requested, on the date upon which the return is signed or delivery is refused or the notice is designated by postal authorities as not deliverable, as the case may be. Any party may give notice to each of the other parties of a change of its address for the purpose of giving notice under this paragraph which thereafter, until changed by like notice, shall be the address of such parties for all purposes of this Declaration.

IN WITNESS WHEREOF, LOPERENA AND LAYFIELD and SIMON have hereunto affixed their hands and seals the day and year first written above.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE

[Handwritten signatures]

[Handwritten signature]

JOSE GABRIEL LOPERENA

[Handwritten signature]

RICHARD LAYFIELD

[Handwritten signature]

JAMES SIMON

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged and sworn to before me this 10 day of April, 1988, by JOSE GABRIEL LOPERENA.

[Handwritten signature]

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 9-30-89

(Notary Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged and sworn to before me this 10 day of April, 1988, by RICHARD LAYFIELD.

[Handwritten signature]

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 9-30-89

(Notary Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged and sworn to before me this 10 day of April, 1988, by JAMES SIMON.

[Handwritten signature]

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 9-30-89

(Notary Seal)

REC 14336 PAGE 968

CONSENT OF MORTGAGEE

WHEREAS, FREEDOM SAVINGS AND LOAN ASSOCIATION is the owner of the following:

1. That certain Mortgage given by ID PROPERTIES, INC., a Florida corporation and GALOP CORPORATION, a Florida corporation, to FREEDOM SAVINGS AND LOAN ASSOCIATION dated May 15, 1984 recorded May 16, 1984 under Clerk's File No. 84-170849 in Official Records Book 11707 at Page 753 of the Public Records of Broward County, Florida, encumbering the original principal sum of SIX MILLION FOUR HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$6,456,888.00); together with Conditional Assignment of Rents and Leases between the same parties, dated and recorded on the same dates, under Clerk's File No. 84-170850, in Official Records Book 11707 at Page 778; and UCC-1 Financing Statement between the same parties filed the same date under Clerk's File No. 84-170851, in Official Records Book 11707 at Page 784 of the Public Records of Broward County, Florida, and

2. That certain Agreement to Make Future Advances of ONE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$1,470,000.00) and Agreement Extending the Maturity Date of SIX MILLION FOUR HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$6,456,888.00) Note between the same parties, filed for record June 20, 1985, in Official Records Book 12624 at Page 307; together with UCC-1 Financing Statement recorded the same date in Official Records Book 12624 at Page 320, both of the Public Records of Broward County, Florida, and

3. That certain Second Promissory Note and Mortgage Modification and Extension Agreement and Agreement to Make Future Advances (in the additional principal amount of FOUR HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED TWELVE DOLLARS (\$448,112.00) between the same parties, dated March 12, 1986, filed for record March 24, 1986, in Official Records Book 13271, at Page 836, together with UCC-1 Financing Statement recorded the same date in Official Records Book 13271, at Page 846, both of the Public Records of Broward County, Florida (hereinafter the above collectively being referred to as the "MORTGAGE"), which MORTGAGE encumbers the property more particularly described in Exhibit "A" of this Declaration of Easements, Restrictions and Covenants (hereinafter this "DECLARATION"); and

WHEREAS, FREEDOM SAVINGS AND LOAN ASSOCIATION has been requested by GALOP CORPORATION, a Florida corporation, and JOSE GABRIEL LOPERENA and RICHARD LAYFIELD to consent to the dedication of the easements more particularly described in this DECLARATION which encumber said property.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, FREEDOM SAVINGS AND LOAN ASSOCIATION hereby consents to the execution, delivery and recording of this DECLARATION, and agrees that the lien and encumbrance of its above referenced MORTGAGE is hereby made subordinate and subject to the easements more particularly set forth in this DECLARATION. This Consent does not release any property from the lien and effect of the MORTGAGE. Notwithstanding the foregoing or anything contained in this Consent to the contrary, nothing herein shall be construed to cancel, void or otherwise terminate the provisions established by this DECLARATION, the provisions of which shall run with the land; except that: (a) this Consent shall not be construed as a release by FREEDOM SAVINGS AND LOAN ASSOCIATION ("FREEDOM") of any rights and privileges to which it may be entitled pursuant to Section 6.06 of this DECLARATION; (b) the above-referenced MORTGAGE is and shall remain superior to any lien now or hereafter imposed pursuant to Paragraph 6 of this DECLARATION; and (c) in the event FREEDOM, or its successors or assigns, acquire title to all or any portion of the real property described in Exhibit "A" to this DECLARATION, then FREEDOM, its successors and assigns, shall have no obligation to construct any Pylon or monument sign in accordance with Paragraph 2, install any surface water management facilities in accordance with Paragraph 3, construct the ROAD in

OFF 14336 PAGE 969

accordance with Paragraph 4 or construct the utility systems set forth in Paragraph 5 in accordance with Paragraph 5.

IN WITNESS WHEREOF FREEDOM SAVINGS AND LOAN ASSOCIATION has executed this instrument this 10th day of April, 1987, by its duly authorized officer.

WITNESSES:

FREEDOM SAVINGS AND LOAN ASSOCIATION

[Signature]
Paul C. [Signature]

By: [Signature]
[Signature], as

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged and sworn to before me this 10 day of April, 1987, by [Signature], So. Vice Pres of FREEDOM SAVINGS AND LOAN ASSOCIATION, on behalf of the FREEDOM SAVINGS AND LOAN ASSOCIATION.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Notary Seal)

My commission expires: 9-30-88

This instrument prepared by
PAUL YOUNG
Goldberg, Young & Borkson, P.A.
1030 North Federal Highway
P. O. Box 23800
Fort Lauderdale, Florida 33307

DCF 8: cw/033087.5

OFF 14336 PAGE 970

LEGAL DESCRIPTION

PARCEL A

A portion of Tract "A" COPANS ACRES, as recorded in Plat Book 66, at Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract "A", COPANS ACRES, said Point of Beginning also being the Southwest corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 26; Thence North $01^{\circ}09'40''$ West (bearings based on the North line of said Section 26 and all subsequent bearings relative thereto) along the West line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 26, a distance of 579.47 feet to a point 85.75 feet South of, as measured at right angles to, the North line of said Section 26; Thence North $88^{\circ}24'46''$ East along the line being 85.75 feet South of and parallel with the North line of said Section 26, a distance of 262.35 feet; Thence North $01^{\circ}35'14''$ West along a line perpendicular to the North line of said Section 26, a distance of 30.75 feet to a point 55.00 feet South of as measured at right angles to, the North line of said Section 26; Thence N $88^{\circ}24'46''$ East along a line 55.00 feet South of and parallel with the North line of said Section 26, a distance of 246.57 feet to a point of curvature of a circular curve, concave Northerly; Thence Easterly along the arc of said circular curve having a radius of 7694.44 feet and a central angle of $00^{\circ}26'04''$, a distance of 58.35 feet to a point of reverse curvature; Thence Southeasterly along the arc of a circular curve concave Southwesterly, having a radius of 25.00 feet and a central angle of $91^{\circ}01'28''$, a distance of 39.72 feet to a point on the Westerly right of way of the 80.00 feet wide N.W. 3rd Avenue, said point also being 80.00 feet West of, as measured at right angles to, the East line of the Northwest Quarter (NW 1/4) of said Section 26; Thence South $00^{\circ}59'50''$ East along a line 80.00 feet West of and parallel with the East line of the Northwest Quarter (NW 1/4) of said Section 26, a distance of 585.53 feet to the South line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 26; Thence South $88^{\circ}26'44''$ West along the South line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 26, a distance of 590.65 feet to the point of beginning.

Together with:

The North 305.00 feet (as measured at right angles) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 26.
Less the East 80.00 feet thereof for N.W. 3rd Avenue road right of way purposes.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida, and containing 12.23 acres more or less.

EXHIBIT "A"

Page 1 of 2

OFF 14336 PAGE 971

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06/26/2024

LEGAL DESCRIPTION

PARCEL B

A portion of the Northwest one-quarter (NW 1/4) of Section 26, Township 48 South, Range 42 East, more fully described as follows:

Beginning at the Southeast corner of the North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 26; thence North 1°10'01" West, along the East line of the West one-half (W 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 26, a distance of 1577.30 feet to a point on the Southerly limited access right-of-way line of Interstate 95; thence Southwesterly, along the said Southerly limited access right-of-way line, the following six courses and distances: South 88°24'46" West a distance of 161.91 feet; thence South 46°11'56" West a distance of 158.24 feet; thence South 37°08'19" West a distance of 603.88 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 712 feet and a central angle of 34°37'00", an arc distance of 430.17 feet to a point of tangency; thence South 71°45'19" West a distance of 535.48 feet to a point of curve; thence Southwesterly, along a curve to the left, with a radius of 961.74 feet and a central angle of 31°05'55", an arc distance of 522.01 feet to a point on the South line of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of said Section 26; thence North 88°28'38" East, along the said South line, a distance of 484.30 feet to a point on the Westerly boundary of LIBERTY PARK ESTATES SECTION THREE, as recorded in Plat Book 61, Page 32, of the public records of Broward County, Florida; thence North 1°20'12" West, along the said Westerly boundary line, a distance of 98 feet; thence South 88°28'38" West along a line 2 feet South of and parallel with the said boundary line of LIBERTY PARK ESTATES SECTION THREE, a distance of 24 feet; thence North 1°20'12" West, along a line 2 feet West of and parallel with the said West boundary line of LIBERTY PARK ESTATES SECTION THREE, a distance of 154 feet; thence North 88°28'38" East, along a line 2 feet North of and parallel with the Northerly boundary line of said LIBERTY PARK ESTATES SECTION THREE, a distance of 464 feet; thence South 1°20'12" East a distance of 20 feet to a point on the said North boundary line of LIBERTY PARK ESTATES SECTION THREE; thence North 88°28'38" East, along the said North boundary line, a distance of 355.43 feet; thence South 1°20'12" East, along the Easterly boundary line of said LIBERTY PARK ESTATES SECTION THREE and along the West line of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 26, a distance of 564.42 feet to the Southwest corner of the North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 26; thence North 88°29'41" East, along the South line of said North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 26, a distance of 667.71 feet to the Point of Beginning. Said land situate, lying and being in Broward County, Florida, and containing 26.1198 acres more or less.

LESS AND EXCEPT FROM ALL OF THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" THAT CERTAIN REAL PROPERTY DESCRIBED ON EXHIBIT "B".

EXHIBIT "A"

Page 2 of 2

OFF 14336 PAGE 972
REC

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A portion of the Northwest 1/4 of Section 26, Township 48 South, Range 42 East; Commencing at the Southwest corner of Tract A of "COPANS ACRES" according to the Plat thereof, as recorded in Plat Book 66, Page 21 of the Public Records of Broward County, Florida, said Point of commencement also being the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 26; Thence North $01^{\circ}09'40''$ West along the West line of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 26, a distance of 579.47 feet to a Point 85.75 feet South as measured at right angles to the North line of said Section 26; Thence North $88^{\circ}24'46''$ East along a line being 85.75 feet South of and parallel with the North line of said Section 26, a distance of 262.35 feet; Thence North $01^{\circ}35'14''$ West along a line perpendicular to the North line of said Section 26 a distance of 30.75 feet to a Point 55.00 feet South of as measured at right angles to the North line of said Section 26; Thence North $88^{\circ}24'46''$ East along a line 55.00 feet South of and parallel to the North line of said Section 26, a distance of 15.00 feet; Thence South $01^{\circ}35'14''$ East, 275.75 feet; Thence South $87^{\circ}12'09''$ West, 555.00 feet; Thence North $48^{\circ}40'44''$ West, 95.00 feet to a Point on the Easterly right-of-way of the limited access for Interstate 95; Thence North $37^{\circ}08'19''$ East along the said right-of-way 109.88 feet; Thence North, $46^{\circ}11'56''$ East along the said right-of-way 158.24 feet; Thence North $88^{\circ}24'46''$ East along the said right-of-way 162.65 feet to the Point Of Beginning.

Said lands situate in Broward County, Florida

EXHIBIT "B"

OFF 14336 PAGE 973

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06/26/2024

Boggs - **H**utchison & **A**ssociates, Inc.
PROFESSIONAL LAND SURVEYORS
11/17

ARTHUR C. BOGGS, P.L.S.
Registration No. 724 - Florida
DALE S. HUTCHISON, P.L.S.
Registration No. 3823 - Florida
Registration No. 2338 - Georgia
PETER BLANDINO, Sr., P.L.S.
Registration No. 3487 - Florida

LD. PROPERTIES - COPANS

LEGAL DESCRIPTION FOR INGRESS & EGRESS EASEMENT:

A portion of the Northwest 1/4 of Section 26, Township 48 South, Range 42 East being more particularly described as follows:

Commence at the Southwest corner of Tract 'A' of "COPANS ACRES" according to the Plat thereof, as recorded in Plat Book 66, Page 21 of the Public Records of Broward County, Florida; Thence North 01 09'40" West along the West line of said Tract 'A' a distance of 579.47 feet to a Point 85.00 feet South of the North line of said Section 26; Thence North 88 24'46" East, parallel with the North line of said Section 26, 262.35 feet; Thence North 01 35'14" West, 30.75 feet to a Point 55.00 feet South of the North line of said Section 26; Thence North 88 24'46" East, parallel with the North line of said Section 26, 15.00 feet to the Point Of Beginning of this description, said Point Of Beginning being the center line of a 25.00 foot ingress and egress easement lying 12.50 feet on either side of said center line; Thence South 01 35'14" East, 275.75 feet to the Point of Terminus of this center line, said point referred to and shown as Point 'A', said point being the Point Of Beginning of the centerline of a 25.00 foot ingress and egress easement lying 12.5 feet on either side of said centerline; Thence South 87 12'09" West, 555.00 feet to the Point Of Terminus of this center line; Thence revert back to the aforementioned Point 'A', said Point also being the Point Of Beginning of the center line of a 30.00 foot ingress and egress easement lying 15.00 feet on either side of said center line; Thence continue South 01 35'14" East, 135.25 feet to the Point Of Terminus of said center line, said Point also being the Point of Commencement of the following described center line; Thence North 01 35'14" West, 29.00 feet to the Point of Beginning, said Point being the center line of a 58.00 foot ingress and egress easement lying 29.00 feet on either side of said center line; Thence North 88 24'46" East, 311.35 feet to a Point on the Westerly right-of-way of N.W. 3rd Avenue, said Point also being the Point of Terminus of this center line.

EXHIBIT "C" - PAGE 1

2411 Hollywood Blvd. • Hollywood, Florida 33020 • (305) 922-4579

OFF 14336 PAGE 974

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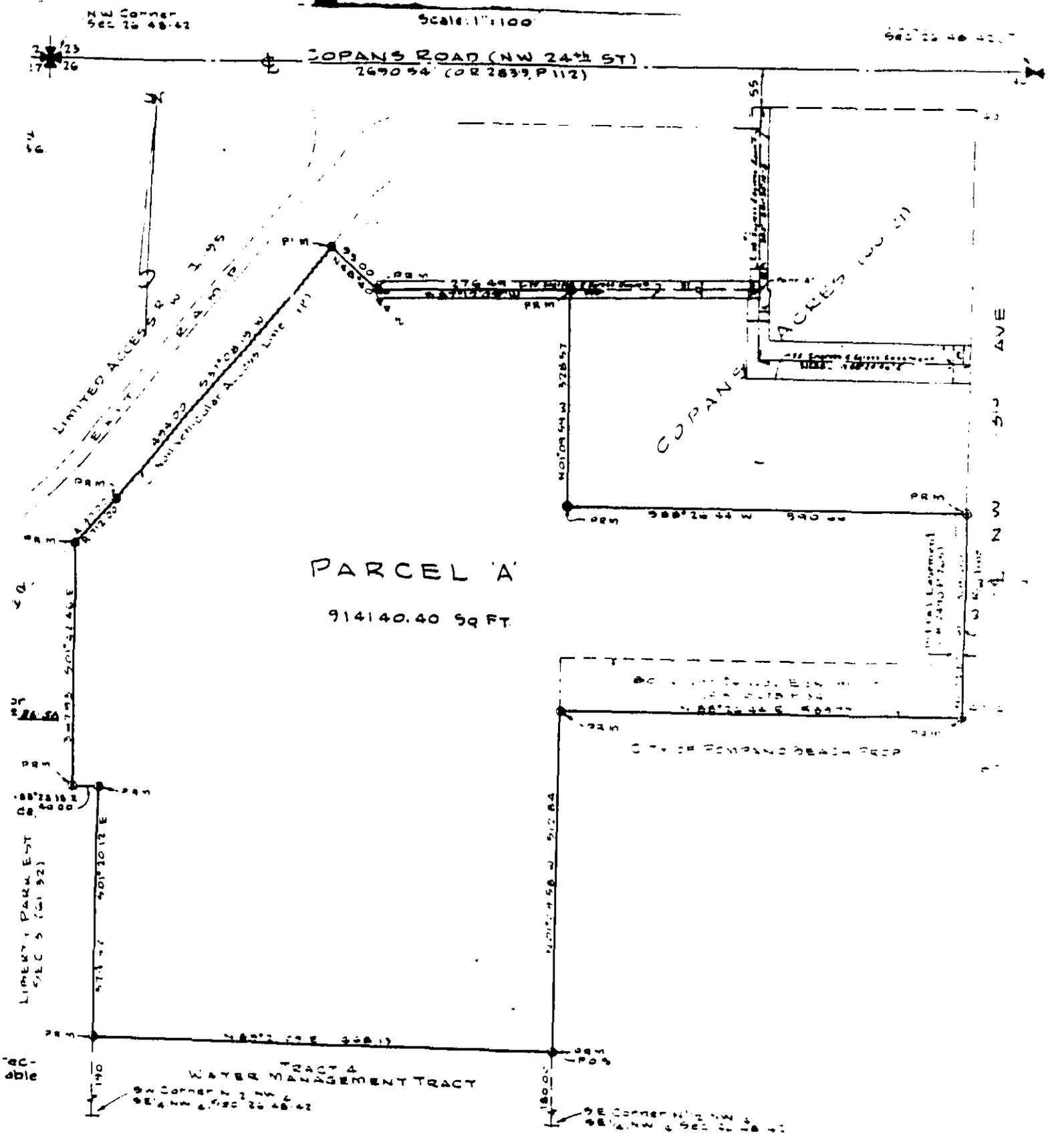
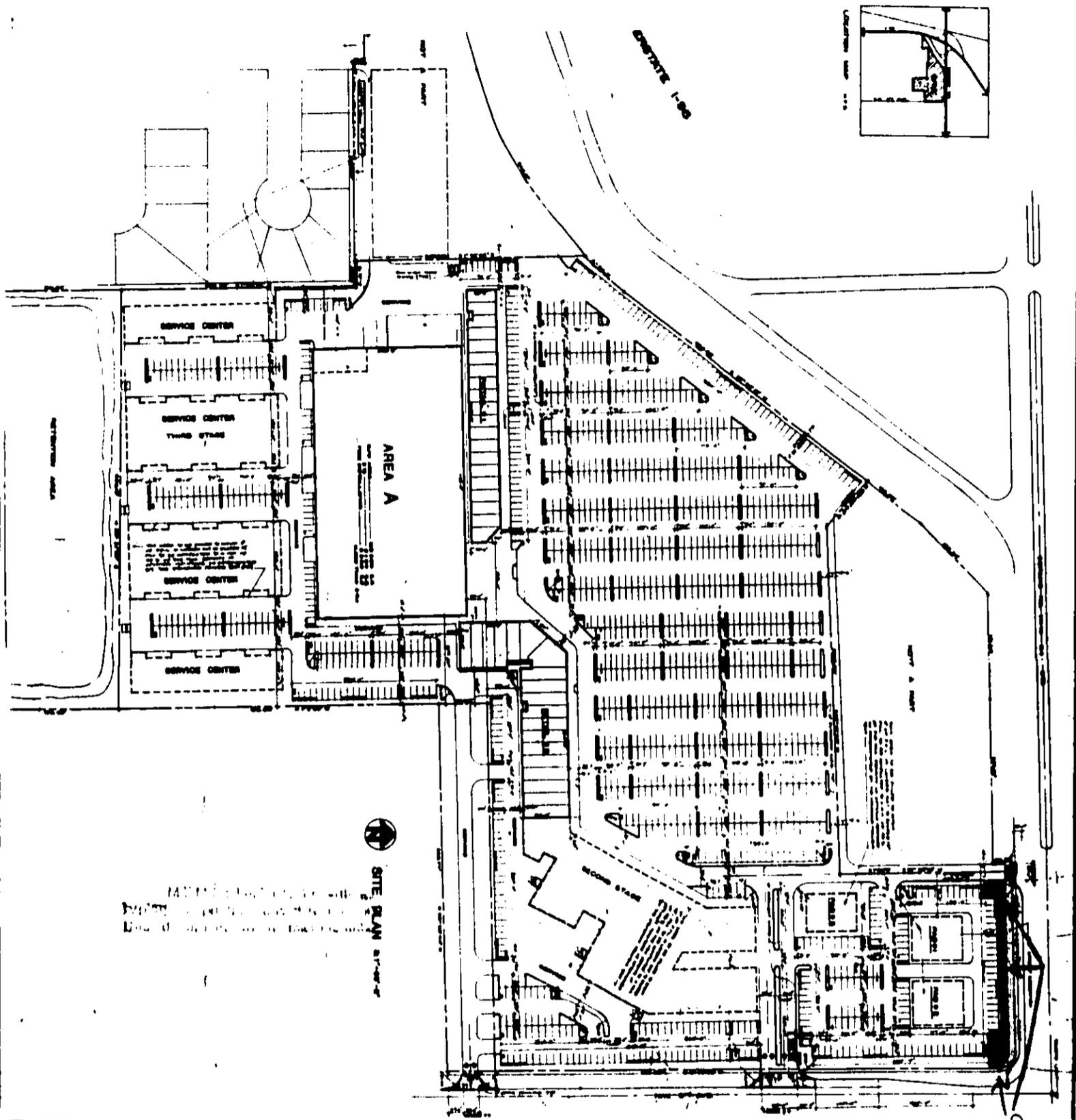


EXHIBIT "C" - PAGE 2

OFF 14336 PAGE 975

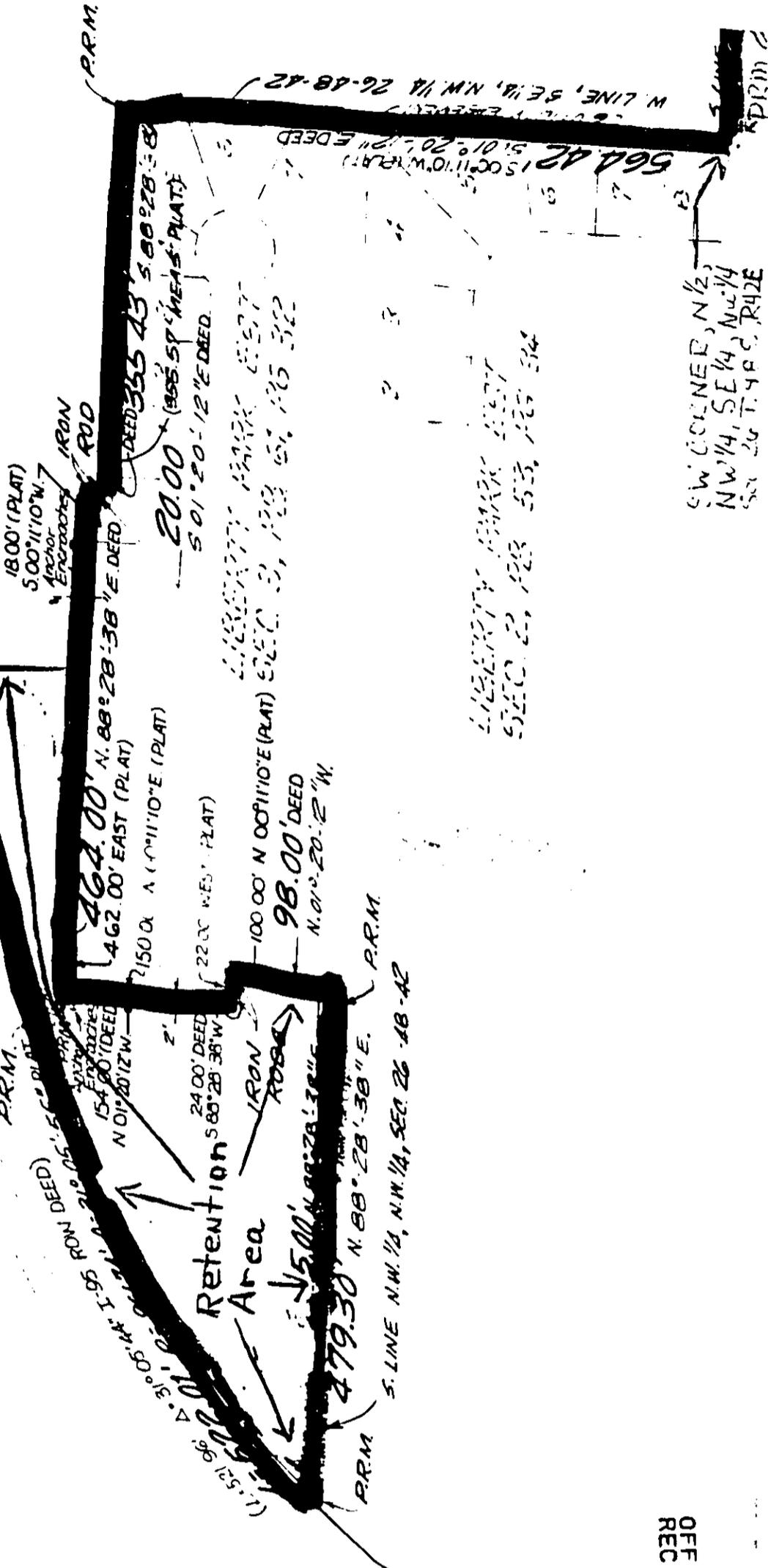


OFF 14336 PAGE 976
 Signage herefrom

EXHIBIT "D"

ACCESS RIGHT OF WAY - INTERSTATE

53548'



RECORDED IN THE OFFICIAL RECORDS
 OF BROWARD COUNTY, FLORIDA
CELIENE BRUCE
 COUNTY ADMINISTRATOR

OFF 14336 PAGE 977

EXHIBIT E

P&Z