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Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:
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**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT
"A" ARE HEREBY PUT ON NOTICE OF THIS DECLARATION WHICH
SHALL RUN WITH THE PROPERTY**

**DECLARATION OF RESTRICTIVE COVENANTS
FOR PROJECT ACCESS**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 15th day of January, 2010, by WASTE MANAGEMENT INC. OF FLORIDA, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER'S Project, known as DELTA POMPANO (PLAT), Development Management Division File No. 053-MP-08, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof, was approved by the Board of County Commissioners of Broward County on December 8, 2009, subject to certain conditions to ensure the protection of the public health and safety; and

WHEREAS, pursuant to the Broward County Land Development Code, one of the conditions of approval is that DEVELOPER provide for safe and adequate access between the abutting Trafficway, Powerline Road, and the development proposed for the Project; and

WHEREAS, DEVELOPER has requested to be allowed to continue using the portion of the Project which is described and illustrated in Exhibit "B," attached hereto and made a part hereof, with ingress from NW 22nd Street and egress from the existing driveway onto Powerline Road; and

WHEREAS, DEVELOPER has requested to be allowed to continue using the portion of the Project which is described and illustrated in Exhibit "C," attached hereto and made a part hereof, with ingress and egress from the existing driveway from and onto Powerline Road; and

Approved BCC 12/8/09 #13

Submitted By Eng

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WHEREAS, in order to comply with the conditions of approval, DEVELOPER wishes to impose a permanent non-exclusive Restrictive Covenant for the location and operation of access to, from, and throughout the Project upon the current and future holders of any right, title, or interest in the Property, their successors and assigns;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, DEVELOPER hereby declares that the Project specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

1. The recitals described above are true and accurate and are incorporated into these Restrictive Covenants by reference.

2. Declaration of Restrictive Covenants for Access.

- (a) DEVELOPER, for itself and its successors and assigns, hereby declares and subjects the Project to an exclusive covenant restricting access on N.W. 22nd Street to ingress and egress for all operations within that portion of the Project which is described and illustrated in Exhibit "B," utilizing that existing driveway from N.W. 22nd Street as more particularly depicted in Exhibit "B."
- (b) DEVELOPER, for itself and its successors and assigns, hereby declares and subjects the Project to an exclusive covenant restricting vehicular access on Powerline Road to EGRESS ONLY for all operations within that portion of the Project which is described and illustrated in Exhibit "B," utilizing that existing driveway onto Powerline Road as more particularly depicted in Exhibit "B."
- (c) DEVELOPER, for itself and its successors and assigns, hereby declares and subjects the Project to an exclusive covenant restricting vehicular access on Powerline Road to ingress and egress for that portion of the Project which is described and illustrated in Exhibit "C."

3. DEVELOPER shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, resulting from, use or maintenance of the Project and access including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Declaration.

4. The construction, maintenance, and repair of the driveway, roads and roadways contained within the Project shall be the sole responsibility of the DEVELOPER, its successors and assigns.

5. The failure of any party to this Declaration to abide by the covenants, conditions, and declarations herein shall constitute an event of default and may be enforced by Broward County and the City of Pompano Beach.

6. This Declaration of Restrictive Covenants may not be altered, changed, or amended except by an instrument in writing, executed by all of the owners of any right, title or interest in the Property, City of Pompano Beach, and approved in writing by Broward County. The County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Covenant shall be recorded in the Public Records of Broward County, Florida.

7. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, at DEVELOPER's sole cost and expense, and all of the provisions of this instrument shall run with the property described in Exhibit "A" and shall remain in full force and effect for perpetuity and are binding on all parties and persons acquiring any right, title, or interest in the property as described in Exhibit "A."

8. Broward County, City of Pompano Beach, and the owners of any right, title, or interest in the Project are the beneficiaries of these restrictive covenants and as such, may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Broward County and City of Pompano Beach shall be entitled to specific performance of the covenants provided herein in addition to the remedies available at law or in equity. In addition, County and/or City of Pompano Beach may refuse to issue building permits, certificates of occupancy or other required governmental approvals until DEVELOPER, its successors or assigns come into compliance with the terms of this Declaration. Any failure of County or City of Pompano Beach to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9. Any controversies or legal problems arising out of this Declaration and Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

10. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, OWNER and MORTGAGEE have executed this Declaration of Restrictive Covenants as follows:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Rosalina Vega
(Signature)
Print name: ROSALINA VEGA
[Signature]
(Signature)
Print name: EDWARD P. PLOSKI

Waste Management Inc. of Florida

Name of Developer (corporation/partnership)

By [Signature]
(Signature)
Print name: Timothy B. Hawkins
Title: Vice President
Address: 2700 N.W. 48th Street
Pompano Beach, FL 33073
15TH day of January, 2010

ATTEST (if corporation):

[Signature]
(Secretary Signature)
Print Name of Secretary: RONALD M. KAPLAN
ASSISTANT

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15TH day of January, 2010, by Timothy B. Hawkins, as Vice President of Waste Management Inc. of Florida, a Florida corporation, on behalf of the corporation. He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires:

NOTARY PUBLIC:

[Signature]
Print name:



EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

A 40.00 FOOT STRIP OF LAND BEING A PORTION OF THAT CERTAIN ROAD RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 3791, PAGE 210 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID 40.00 FOOT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF WEST 40.00 FEET OF THE SOUTHWEST ONE-QUARTER (SW 1/4), OF THE NORTHEAST ONE-QUARTER (NE 1/4), OF THE NORTHEAST ONE-QUARTER (NE 1/4), OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 8, POWER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 8 AND 9 OF POWER PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTHWEST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

TOGETHER WITH:

THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

EXCEPTING THEREFROM THE EAST 33 FEET THEREOF FOR PUBLIC ROAD PURPOSES AND THE WEST 10 FEET OF THE EAST 77 FEET THEREOF.

TOGETHER WITH:

THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS THE WEST 50.00 FEET THEREOF, AND LESS ALL THAT EXTERNAL AREA LYING SOUTHWESTERLY OF AN ARC FORMED BY A 150.00 FOOT RADIUS WHICH IS TANGENT TO A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST BOUNDARY OF THE ABOVE DESCRIBED PARCEL AND TANGENT TO THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PARCEL.

TOGETHER WITH:

THE SOUTH 100 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 50 FEET FOR RIGHT OF WAY.

TOGETHER WITH:

ALL OF PARCEL "A", COPANS LAKEVIEW CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 128, PAGE 39, BROWARD COUNTY, FLORIDA; EXCEPTING THEREFROM THAT PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 83°21'50" EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "A", 104.98 FEET; THENCE SOUTH 89°55'39" EAST, ALONG SAID NORTH BOUNDARY 516.78 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°05'30" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL "A", 473.12 FEET; THENCE NORTH 89°07'58" WEST, 49.95 FEET; THENCE NORTH 00°38'37" WEST, 39.60 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3.00 FEET, A DELTA OF 88°48'10", AN ARC DISTANCE OF 4.65 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°26'47" WEST 17.35 FEET; THENCE NORTH 00°52'23" EAST, 52.77 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 77°30'18", AN ARC DISTANCE OF 27.05 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°37'55" WEST, 73.11 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.55 FEET, A DELTA OF 51°14'15", AN ARC DISTANCE OF 18.38 FEET; THENCE NORTH 76°00'28" WEST, 459.97 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL "A"; THENCE NORTH 00°02'56" WEST, ALONG SAID WEST BOUNDARY, 245.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

DESCRIPTION TO ACCOMPANY SKETCH

PARCEL 1

A 40.00 FOOT STRIP OF LAND BEING A PORTION OF THAT CERTAIN ROAD RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 3791, PAGE 210 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID 40.00 FOOT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF WEST 40.00 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4), OF THE NORTHEAST ONE-QUARTER (NE1/4), OF THE NORTHEAST ONE-QUARTER (NE1/4), OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 8, POWER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH: PARCEL 2

LOTS 8 AND 9 OF POWER PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH: PARCEL 3

THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

TOGETHER WITH: PARCEL 5

THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS THE WEST 50.00 FEET THEREOF, AND LESS ALL THAT EXTERNAL AREA LYING SOUTHWESTERLY OF AN ARC FORMED BY A 150.00 FOOT RADIUS WHICH IS TANGENT TO A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST BOUNDARY OF THE ABOVE DESCRIBED PARCEL AND TANGENT TO THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PARCEL.

TOGETHER WITH: PARCEL 6

THE SOUTH 100 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 50 FEET FOR RIGHT OF WAY.

TOGETHER WITH: PARCEL 7

ALL OF PARCEL "A", COPANS LAKEVIEW CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 128, PAGE 39, BROWARD COUNTY, FLORIDA; EXCEPTING THEREFROM THAT PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 83°21'50" EAST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "A", 104.98 FEET; THENCE NORTH 89°55'39" EAST, ALONG SAID NORTH BOUNDARY 516.78 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°05'30" EAST, ALONG THE EAST BOUNDARY OF SAID PARCEL "A", 473.12 FEET; THENCE NORTH 89°07'58" WEST, 49.95 FEET; THENCE NORTH 00°38'37" WEST, 39.60 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG

EXHIBIT "B"

DESCRIPTION TO ACCOMPANY SKETCH

THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3.00 FEET, A DELTA OF 88°48'10", AN ARC DISTANCE OF 4.65 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°26'47" WEST 17.35 FEET; THENCE NORTH 00°52'23" EAST, 52.77 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 77°30'18", AN ARC DISTANCE OF 27.05 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°37'55" WEST, 73.11 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.55 FEET, A DELTA OF 51°14'15", AN ARC DISTANCE OF 18.38 FEET; THENCE NORTH 76°00'28" WEST, 459.97 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL "A"; THENCE NORTH 00°02'56" WEST, ALONG SAID WEST BOUNDARY, 245.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE POMPANO BEACH, BROWARD COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF PARCEL "A", COPANS LAKEVIEW CENTER, AS RECORDED IN PLAT BOOK 128, PAGE 39 BROWARD COUNTY RECORDS BEARS NORTH 00°02'56" WEST.

THIS DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED SKETCH.

EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION

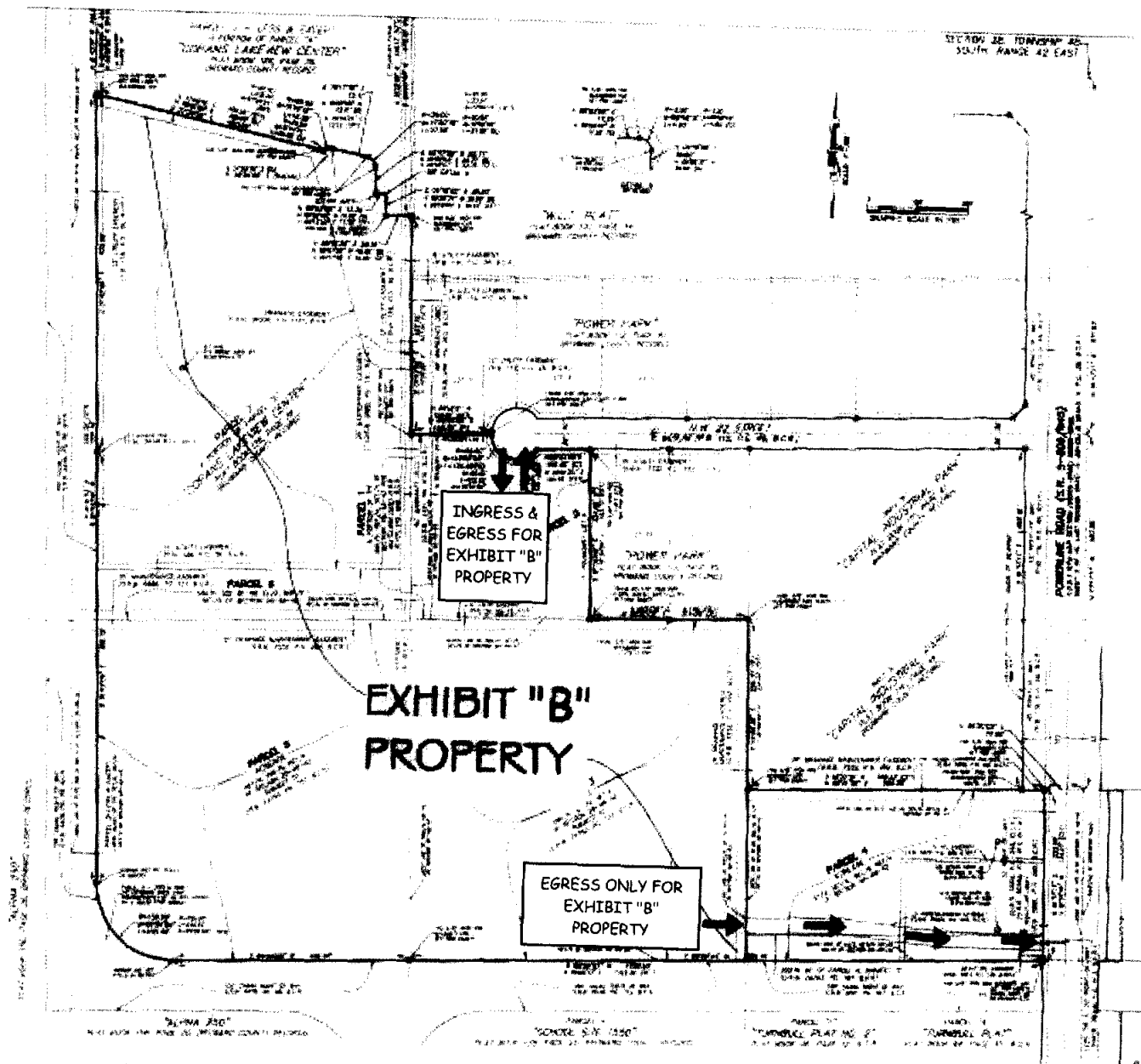


EXHIBIT "C"

DESCRIPTION TO ACCOMPANY SKETCH

PARCEL 4

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST. SAID LANDS LYING AND BEING SITUATE IN BROWARD COUNTY, FLORIDA.

EXCEPTING THEREFROM THE EAST 33 FEET THEREOF FOR PUBLIC ROAD PURPOSES AND THE WEST 10 FEET OF THE EAST 77 FEET THEREOF. ALSO EXCEPTING THEREFROM THE WEST 34 FEET OF THE EAST 67 FEET THEREOF FOR PUBLIC ROAD PURPOSES, AS RECORDED IN OFFICIAL RECORDS BOOK 4157, PAGE 191, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE). THE EAST LINE OF CAPITAL INDUSTRIAL PARK PLAT, AS RECORDED IN PLAT BOOK 116, PAGE 49 BROWARD COUNTY RECORDS BEARS SOUTH 01°17'11" EAST.

THIS DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED SKETCH.

