

Prepared by and return to:

Name: Richard G. Coker, Jr., Esquire  
Coker & Feiner  
Address: 1404 South Andrews Avenue  
Fort Lauderdale, FL 33316

**DECLARATION OF ACCESS AND PARKING EASEMENT**

THIS DECLARATION OF ACCESS AND PARKING EASEMENT AGREEMENT ("Declaration") is made this 28 day of August, 2018, by IRELAND POMPANO, LTD., a Florida Limited Partnership ("Ireland"), whose post office address is 12000 Biscayne Boulevard, Suite 810, Miami, FL 33181

**WITNESSETH:**

WHEREAS, Ireland is the owner in fee simple of the real property located at 960 North Federal Highway, Pompano Beach, FL and legally described in **Exhibit "A"** attached hereto and made a part hereof ("Ireland Property"); and,

WHEREAS, the Ireland Property is 3.0412 acres +/- in size and developed as a shopping center with 36,580 gross square feet +/- of building area; and,

WHEREAS, Ireland is the ground lessee of the property located at 998 North Federal Highway, Pompano Beach, FL and legally described in **Exhibit "B"** attached hereto and made a part hereof ("998 Property") pursuant to that certain Assignment of Ground Lease recorded under Instrument No. 114586989 in the Public Records of Broward County, Florida ("Ground Lease"); and,

WHEREAS, the 998 Property is .4855 acres +/- in size, is developed as a single commercial building 7,530 square feet +/- in size and conterminous to the northwest corner of the Ireland Property; and,

WHEREAS, CHARLES WOODRUFF HENDRIX III, as Trustee of the Billie Johnson Family Trust f/b/o Charles Woodruff Hendrix III, is the fee simple title holder and the ground lessor of the 998 Property; and,

WHEREAS, Ireland has submitted a site plan to the City of Pompano Beach combining the Ireland Property and the 998 Property for site plan purposes which provides for cross

vehicular and pedestrian access between the Ireland Property and the 998 Property as generally depicted in Exhibit "C" attached hereto and made a part hereof ("Combined Site Plan"); and,

WHEREAS, the Combined Site Plan provides for 11 parking spaces on the Leased Property where the Pompano Land Development Code ("Code") requires a total of 25 parking spaces for the building improvements on the 998 Property resulting in a deficiency of 14 parking spaces ; and.

WHEREAS, the Combined Site Plan provides for sufficient parking to meet the requirements of the Code for building improvements on the Ireland Property and the Leased Property combined; and,

WHEREAS, the current and future owners of the Ireland Property and the current and future owners of the 998 Property and holders the Ground Lease for the 998 Property are sometimes hereinafter referred to as "Owner" or "Owners".

WHEREAS, Ireland wishes to provide for cross-access and parking within and between the Ireland Property and the 998 Property as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Ireland hereby declares as follows:

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

2. Access Easements. Ireland hereby establishes and grants a perpetual, reciprocal, non-exclusive pedestrian and vehicular access easement for the current and future Owners of the Ireland Property and the 998 Property as follows:

2.1 For the benefit of the Ireland Property, an easement for ingress and egress on and across the portions of the 998 Property, which are or will be paved for vehicular ingress and egress purposes, including, without limitation, delivery trucks and trailers, in accordance with all applicable governmental standards for vehicular ingress and egress and in general conformance with the Combined Site Plan, as said site plan may be amended from time to time in accordance with applicable governmental requirements.

2.2 For the benefit of the 998 Property, a non-exclusive easement for ingress and egress on and across the portions of the Ireland Property which are or will be paved for vehicular ingress and egress purposes in accordance with all applicable governmental standards for

vehicular ingress and egress, as generally depicted on the Combined Site Plan, as said site plan may be amended from time to time in accordance with applicable governmental requirements.

2.3 Notwithstanding the right to amend the site plans as provided for hereinabove: no amendment shall serve to materially alter or relocate those paved portions of the ingress and egress easements as shown on the Combined Site Plan that provide access to and from N.E. 10<sup>th</sup> Street without the written consent of an affected Owner; no Owner or Owners of any portion of the Ireland Property or the 998 Property may prohibit free access to and from any portion of the Ireland Property or the 998 Property to public streets; change traffic circulation or materially adversely affect the accessibility of either the Ireland Property or the 998 Property in accordance with the access easements granted hereinabove.

2.4 The grants contained herein are not intended and shall not be construed as a dedication of the paved portions of the ingress and egress easements or any portions thereof for public use, and the Owner of any portion of the Ireland Property or the 998 Property may take whatever steps are necessary to avoid such dedication.

### 3. Parking Easement.

3.1 Ireland hereby grants and establishes a non-exclusive easement for the benefit of the 998 Property for vehicular parking for fourteen (14) parking spaces on and across the portions of the Ireland Property that are or will be paved and used for vehicular parking including but not limited to the drive-isles necessary for ingress and egress to such parking spaces as generally depicted on the Combined Site Plan. Such easement includes but is not limited to the allocation of fourteen (14) parking spaces to the 998 Property for the purpose of complying with the parking spaces required under the Code for the 998 Property.

3.2 Ireland may amend the Combined Site Plan from time to time in Ireland's sole discretion in accordance with all applicable governmental requirements but such amendment shall not materially alter or relocate those paved portions of the ingress and egress easements and parking spaces as shown on the Combined Site Plan and shall not reduce or diminish the allocation of fourteen (14) non-exclusive parking spaces for the benefit of the 998 Property for compliance with the parking requirements of the Code.

### 4. Maintenance Requirements.

4.1 Ireland shall be responsible for maintaining the Ireland Property and in good order and repair and in accordance with all governmental requirements and regulations. Ireland,

its successors or assigns, shall, at all times, be responsible for maintaining the 998 Property in good order and repair and in accordance with all governmental requirements and regulations for so long as Ireland is the lessee under the Ground Lease.

4.2 Ireland, its successors and/or assigns, shall and hereby does indemnify and hold harmless the Owner and fee simple property owner of the 998 Property for any loss or damage resulting or arising from the use of the easement rights by the Owner of the Ireland Property, its successors and assigns, invitees, employees, contractors or agents for so long as Ireland is the lessee of the Ground Lease.

4.3 Notwithstanding the easements granted herein in favor of the 998 Property, the Owner of the 998 Property shall not be responsible for the payment of any fees or costs, or share in any expenses, relating to the use of the Ireland Property pursuant to this Declaration.

5. Covenant Running with the Land. The rights, easements and covenants herein established for the benefit of the Owners of the Ireland Property and the 998 Property shall run with, and be appurtenant to, title to the Ireland Property and the 998 Property and shall bind and benefit the Owners of the Ireland Property and the 998 Property, their successors, tenants, assigns, successors in title, mortgagees, invitees, agents and employees. However, this instrument is not intended to be and shall not be construed to be a dedication to the public for public use of any easements created herein.

6. Reasonable Use of Easements. The easements hereinabove granted shall be used and enjoyed by each Owner in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner at any time conducted on its property, including, without limitation, public access to and from said business, and the receipt and delivery of merchandise in connection therewith.

7. Notices. All notices and statements provided for or permitted hereunder shall be in writing and shall be deemed to have been properly given or served when delivered personally or deposited in the United States Mail, or any official successor thereto, as registered or certified mail, return receipt requested, postage prepaid and addressed as hereinafter provided. Each such notice shall be effective upon being so delivered in person or when mailed. The time period within which a response to any such notice or billing must be given, however, shall commence to run from the date of delivery, if delivered by hand, or from the date of receipt set forth in the return receipt notice, if mailed, as provided above. Any party hereto may change his address for

notice by giving the other party hereto at least fifteen (15) days prior written notice of any such change of address.

8. Exercise of Rights. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this instrument valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal, or unenforceable, the validity of the remainder of this Access and Parking Easement Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or enforceable shall not be affected thereby.

9. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising from the terms of this Declaration, the venue shall be in Broward County, State of Florida.

10. Mortgagee's Rights. In the event that any Owner of the Ireland Property or the 998 Property shall default in the performance of any of their obligations hereunder, the holder of any mortgage shall have the right but shall not be obligated to cure any default within 10 days after receipt of written notice of said default or within additional time as may be reasonably necessary to cure said default, provided that the holder of said mortgage is proceeding with due diligence to cure said default and thereupon shall be entitled to all the benefits of this instrument.

11. Estoppel Certificate. Each Owner of the Ireland Property and 998 Property agrees, within ten (10) business days after written request by any other, to execute, acknowledge and deliver to and in favor of the other party or any proposed or existing mortgagee or purchaser of any portion of the Ireland Property or 998 Property, which is subject hereto, an estoppel certificate stating:

a. Whether or not this instrument has been modified or amended, and if so, identifying and describing any said modification or amendment;

b. Whether any owner has actual knowledge of any default hereunder by any owner or has any claim hereunder against any other owner and, if so, specify the nature of said default or claim.

12. Force Majeure. If any Owner shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, strikes, lock-outs, labor troubles, plan

approval delay, inability to procure materials, restrictive governmental laws or regulations, adverse weather, unusual delay in transportation, delay by any other Owner of the Ireland Property or 998 Property or other cause without fault and beyond control of the party obligated to perform (financial inability excepted), then upon written notice to the remaining Owners of the Ireland Property or the 998 Property, the performance of said acts shall be excused for the period of the delay and the period for the performance of said act shall be extended for a period equivalent to the period of said delay; provided, however, that parties so delayed and prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance, and nothing in this section shall excuse any party from the prompt payment of any sums or charges required of said party hereunder.

13. Fractionalized Interests. In the event any Owner shall acquire, transfer or convey its interest in its Property in such manner as to vest ownership of fractionalized interest in more than one person or entity, the several Owners of such fractionalized interest shall designate one of their number to act on behalf of all such Owners in the performance of the provisions of this Access and Parking Easement Agreement, which designation shall be relied upon until notice of a new designation signed by all such Owners or an order of a court of competent jurisdiction is received to the contrary; provided, however, all such Owners shall be jointly and severally liable hereunder.

14. Transfer of interest. Any party, upon conveyance of its respective property, shall be deemed to assign its rights and obligations under this Declaration and shall be released from liability hereunder thereafter accruing and such party's successors and/or grantees shall be deemed to assume the covenants and obligations contained herein. In the event either property is subdivided, then each successive Owner is deemed to be a party and subject to the terms and conditions of this Declaration with rights and obligations arising upon acquiring fee simple ownership or ownership of the Ground Lease as if said party was an original party to this Declaration

15. Amendment. This Declaration may be canceled, terminated, changed, modified or amended in whole or in part only by a written and recorded agreement, executed by the then Owners of the Ireland Property and the 998 Property and approved in writing by the Director of Development Services of the City. Notwithstanding anything in this Declaration to the contrary, no modification or termination of this Declaration may be approved by the City until and unless

the 998 Property is in full compliance with the City's off-street parking requirements. Any modification of this Declaration without the written consent of the City's Development Services Director shall be a violation of the City's Land Development Code and may be prosecuted as a City code violation.

16. Severability. If any provisions contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Access and Parking Easement Agreement. In the event the validity or enforceability of any provision of this Access and Parking Easement Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

17. Third Parties. All portions of this Access and Parking Easement Agreement are for the exclusive benefit of the parties and, except as otherwise provided in this Access and Parking Easement Agreement not for the benefit of any other person or entity. This Access and Parking Easement Agreement shall not be deemed to have conferred any rights, express or implied, upon any third party. Except as expressly provided herein, nothing in this Access and Parking Easement Agreement shall be construed to create any rights in or for the benefit of any third party.

18. Term. This Declaration of Access and Parking Easement Agreement shall have a perpetual term unless earlier terminated by instrument executed by the Owners and the lessee under the Ground Lease and approved in writing by the Director of Development Services for the City.

19. Compliance with City Parking Requirements. No use on the 998 Property shall be continued without sufficient off-site parking under the City's Land Development Code. In the event that the off-street parking provided for in this Declaration becomes unavailable, the uses on the 998 Property may not be continued unless sufficient substitute parking is provided in accordance with the provisions of the City's Land Development Code.

IN WITNESS WHEREOF, Ireland, as the Owner of the Ireland Property and the ground lessee under the Ground Lease on the 998 Property, together with HBJ Holding, Ltd., the fee simple title holder of the 998 Property have caused the foregoing Declaration of Access and Parking Easement Agreement to be executed as of the day and year first above written.

WITNESSES

*Marta V. Almaraz*

Print Name: MARTA V. ALMARAZ

*Mary C. Malone*

Print Name: MARY C. MALONE

IRELAND POMPANO, LTD., a Florida limited partnership

By: IRELAND POMPANO, INC., a Florida Corporation, its General Partner

*R. Scott Ireland*

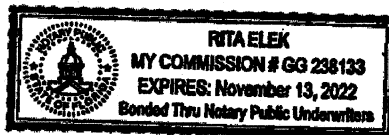
By: R. SCOTT IRELAND, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2018, by. Scott Ireland, as President of Ireland Pompano Inc, the General Partner of Ireland Pompano, Ltd., on behalf of the company. He is [] personally known to me or has produced \_\_\_\_\_ as identification.

(Seal and Expiration Date)

*Rita Elek*  
Notary Public



**CONSENT OF FEE SIMPLE PROPERTY HOLDER OF 998 PROPERTY**

**WITNESSES**

[Signature]

Print Name: BRYAN JOHNSON

[Signature]  
Print Name: JAMES R GAMBLE SR

**CHARLES WOODRUFF HENDRIX, III,**  
as Trustee of the Billie Johnson Family  
Trust f/b/o Charles Woodruff Hendrix III

By: [Signature]  
CHARLES W. HENDRIX, III,

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of August, 2018, by Charles W. Hendrix, III, as Trustee. He is  personally known to me or has produced \_\_\_\_\_ as identification.

(Seal and Expiration Date)

[Signature]  
Notary Public



**EXHIBIT "A"**

**IRELAND PROPERTY**

**LEGAL DESCRIPTION AND SURVEY**

**STREET ADDRESS:**

960 North Federal Highway  
Pompano Beach, Florida 33062

**FLOOD INFORMATION:**

Community name and number:  
Pompano Beach 120055  
Map and panel number: 12011C0376H  
Panel date: 08-18-14  
Index date: 08-18-14  
Flood zone: "X" 0.2%  
Base flood elevation: N/A

**BENCHMARK INFORMATION:**

City of Pompano Beach Benchmark #016-2011  
Elevation = 7.32'NAVD1988

**CERTIFY TO:**

Ireland Pompano LTD

**LEGAL DESCRIPTION:**

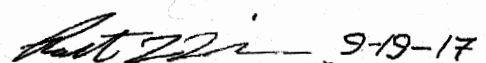
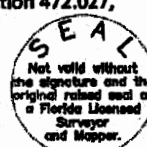
All that part of the West 3/4 of the South one-half of the Northwest one-quarter lying Easterly of the right-of-way line of U.S. No. 1 (known as Federal Highway) as now located and constructed in Section 31, Township 48 South, Range 43 East, described as follows:

Beginning on the North boundary line of the South one-half of the Northwest one-quarter of said Section 31 at a point where the said North boundary line intersects the Easterly boundary line of U.S. Highway No. 1 (as now located and constructed); thence East along the said North boundary, a distance of 462.25' feet; thence South at the right angle of said North boundary line, a distance of 300 feet; thence West along the line parallel to said North boundary line to the Eastern boundary line of U.S. Highway No. 1 as now located and constructed; thence Northerly along the Easterly boundary of U.S. Highway No. 1 to the Point of Beginning.

LESS AND EXCEPT

A portion of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 31, Township 48 South, Range 43 East, lying East of the East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed and being more fully described as follows:

Commencing at the North line of the said South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 31, at the point of intersection with the said East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed; thence South 07° 50' 00" West, on said East right-of-way line, a distance of 25.24 feet to the Point of Beginning; thence North 90° 00' 00" East a distance of 110.20 feet; thence South 00° 00' 00" East, a distance of 105.50 feet; thence North 90° 00' 00" West, a distance of 124.71 feet to a point on said East right-of-way line; thence North 07° 50' 00" East, a distance of 106.50 feet to the Point of Beginning.

<b>ACCURATE LAND SURVEYORS, INC.</b>		
L.B. #3635		
1160 E. ATLANTIC BLVD. POMPAÑO BEACH, FLORIDA 33060		TEL. (954) 782-1441 FAX. (954) 782-1442
DATE OF FIELD SURVEY: 08-30-17	DRAWN BY: MLW	
FIELD BOOK: ALS-SU-17-2939	CHECKED BY: MLW	
REVISIONS	DATE	BY
<b>CERTIFICATION:</b>		
This is to certify that this above ground sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 51-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.		
 ROBERT L. THOMPSON (PRESIDENT) PROFESSIONAL SURVEYOR AND MAPPER No. 3889 - STATE OF FLORIDA		9-19-17 
SHEET 1 OF 1	SCALE 1"=20'	SKETCH NUMBER SU-17-2939



**EXHIBIT "B"**

**998 PROPERTY**

**LEGAL DESCRIPTION AND SURVEY**

CONC.	=	CONCRETE	U.C.R.	=	UNDE COUNTY RECORDS
D.B.	=	DEED BOOK	P.B.	=	PLAT BOOK
CLF	=	CHAIN LINK FENCE	O.R.B.	=	OFFICIAL RECORDS BOOK
BLVD.	=	BOULEVARD	F.F.	=	FINISHED FLOOR
ENCH.	=	ENCH.	GAR.	=	GARAGE
I.P.	=	IRON PIPE	C/L	=	CENTERLINE
I.R.	=	IRON ROD	MH	=	MANHOLE
P.R.M.	=	PERMANENT REFERENCE MONUMENT	(M)	=	MEASURED
N.A.V.D.	=	NORTH AMERICAN VERTICAL DATUM	LP	=	LIGHT POLE
U.E.	=	UTILITY EASEMENT	---	=	CHAIN LINK FENCE
D.E.	=	DRAINAGE EASEMENT	---//---//---	=	WOOD FENCE
A.E.	=	ANCHOR EASEMENT	---	=	METAL FENCE
MAINT.	=	MAINTENANCE	---	=	PVC FENCE
ESMT.	=	EASEMENT	--- --- --- ---	=	CONCRETE FENCE
ELEV.	=	ELEVATION	=====	=	CONCRETE WALL
B.M.	=	BENCHMARK	---x---x---x---	=	WIRE FENCE

**STREET ADDRESS:**

998 North Federal Highway  
Pompano Beach, Florida 33060

**LEGAL DESCRIPTION:**

That part of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of Section 31, Township 48 South, Range 43 East, described as follows: Beginning at the intersection of the East right-of-way line of U.S. Highway No. 1 and the South boundary of the said South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4); thence East along the said South boundary a distance of 200 feet; thence North parallel to the said East right-of-way line a distance of 107.78 feet to the South right-of-way line of Northeast 10th Street; thence West along said South right-of-way line a distance of 200 feet to the said East right-of-way line of U.S. Highway No. 1; thence South along said East right-of-way line 107.80 feet to the POINT OF BEGINNING. Less road right of way.

Said lands situate, lying and being in Broward County, Florida.

**NOTES:**

1. Unless otherwise noted field measurements are in agreement with record measurements.
2. Bearings shown hereon are based on a bearing of North 88°58'25" East along the centerline of S.E. 10th Street.
3. The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
4. Ownership of fences and walls if any are not determined.
5. This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
6. This survey is made for the exclusive use of the certified hereon, to be valid one year from the date of survey as shown hereon.

**FLOOD INFORMATION:**

Community name and number: Pompano Beach 120055  
Map and panel number: 12011C0376H  
Panel date: 08-18-14  
Index date: 08-18-14  
Flood zone: "X" 0.2%  
Base flood elevation: N/A

**REFERENCE BENCHMARK:**

City of Pompano Beach  
Benchmark 0016  
Elevation=7.32 NAVD  
& Benchmark 103  
Elevation=5.99 NAVD

**CERTIFY TO:**

HBJ holding LTD

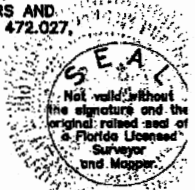
DATE OF FIELD SURVEY: 08-29-16	DRAWN BY: MLW	
FIELD BOOK: 16-3031	CHECKED BY: MLW	
REVISIONS	DATE	BY
UPDATE/TOPO SURVEY SU-16-0141	01-27-18	AL/RLT

**CERTIFICATION:**

THIS IS TO CERTIFY THAT THIS ABOVE GROUND SKETCH OF BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE CURRENT STANDARDS OF PRACTICE, ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Robert L. Thompson* 3-22-18

ROBERT L. THOMPSON (PRESIDENT)  
PROFESSIONAL SURVEYOR AND MAPPER No. 3869 - STATE OF FLORIDA



**ACCURATE LAND SURVEYORS, INC.**  
 L.B. #3635

**BOUNDARY & TOPOGRAPHIC SURVEY**

**LEGEND OF ABBREVIATIONS:**

A	ACREAGE	AL	ALUMINUM
B	BENCH MARK	AS	ASBESTOS
C	CENTRAL ANGLE	BS	BROWN COUNTY RECORDS
D	DEGREE	CA	CANTONMENT
E	ELEVATION	CB	CHALLENGE FENCE
F	FENCE	CD	CHALK
G	GRASS	CE	CHERRY
H	HIGHWAY	CF	CHINA
I	IRON PIPE	CG	CHINA
J	JUNCTION	CH	CHINA
K	KITCHEN	CI	CHINA
L	LAND	CL	CHINA
M	MASONRY	CM	CHINA
N	NORTH	CO	CHINA
O	OPEN	CP	CHINA
P	POINT	CQ	CHINA
Q	QUARTER	CR	CHINA
R	RADIUS	CS	CHINA
S	SECTION	CT	CHINA
T	TANGENT	CU	CHINA
U	UNIT	CV	CHINA
V	VERTICAL	CW	CHINA
W	WALL	CX	CHINA
X	WOOD	CY	CHINA
Y	YARD	CZ	CHINA
Z	ZONING	DA	CHINA
AA	ADJACENT	DB	CHINA
AB	ADJACENT	DC	CHINA
AC	ADJACENT	DD	CHINA
AD	ADJACENT	DE	CHINA
AE	ADJACENT	DF	CHINA
AF	ADJACENT	DG	CHINA
AG	ADJACENT	DH	CHINA
AH	ADJACENT	DI	CHINA
AI	ADJACENT	DJ	CHINA
AJ	ADJACENT	DK	CHINA
AK	ADJACENT	DL	CHINA
AL	ADJACENT	DM	CHINA
AM	ADJACENT	DN	CHINA
AN	ADJACENT	DO	CHINA
AO	ADJACENT	DP	CHINA
AP	ADJACENT	DQ	CHINA
AQ	ADJACENT	DR	CHINA
AR	ADJACENT	DS	CHINA
AS	ADJACENT	DT	CHINA
AT	ADJACENT	DU	CHINA
AV	ADJACENT	DV	CHINA
AW	ADJACENT	DW	CHINA
AX	ADJACENT	DX	CHINA
AY	ADJACENT	DY	CHINA
AZ	ADJACENT	DD	CHINA

**STREET ADDRESS:**  
 608 North Federal Highway  
 Pompano Beach, Florida 33060

**LEGAL DESCRIPTION:**  
 That part of the South one-half (1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of Section 31, Township 48 South, Range 43 East, described as follows: Beginning at the intersection of the 10th right-of-way line of U.S. Highway No. 1 and the South one-quarter (SW 1/4) of the said Section 31, thence East along the said South boundary a distance of 200 feet, thence North parallel to the said East (right-of-way) line a distance of 107.78 feet to the South right-of-way line of North 10th Street, thence West along said South right-of-way line a distance of 200 feet to the said East right-of-way line of U.S. Highway No. 1; thence South along said East right-of-way line 107.80 feet to the POINT OF BEGINNING. Lots and right of way.

Said lands situate, lying and being in Broward County, Florida.

**NOTES:**

- Unless otherwise noted field measurements are in agreement with record measurements.
- Bearings shown hereon are based on a bearing of North 89°29' East along the easement of R.E. 10th Street.
- The lines shown hereon were not obtained for ownership, rights of way, easements, or other title by Accurate Land Surveyors, Inc.
- This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
- This survey is made for the exclusive use of the certified hereon, to be valid one year from the date of survey as shown hereon.

**FLOOD INFORMATION:**  
 Community name and number: Pompano Beach 120255  
 Flood zone: X 0.2%  
 Flood zone: X 1.0%  
 Flood zone: X 2.0%  
 Base Flood Elevation: NA

**REFERENCE BENCHMARK:**  
 City of Pompano Beach  
 Benchmark: 19 19  
 Elevation: 10.40  
 Elevation: 5.00 NAVD  
 Elevation: 5.00 NAVD

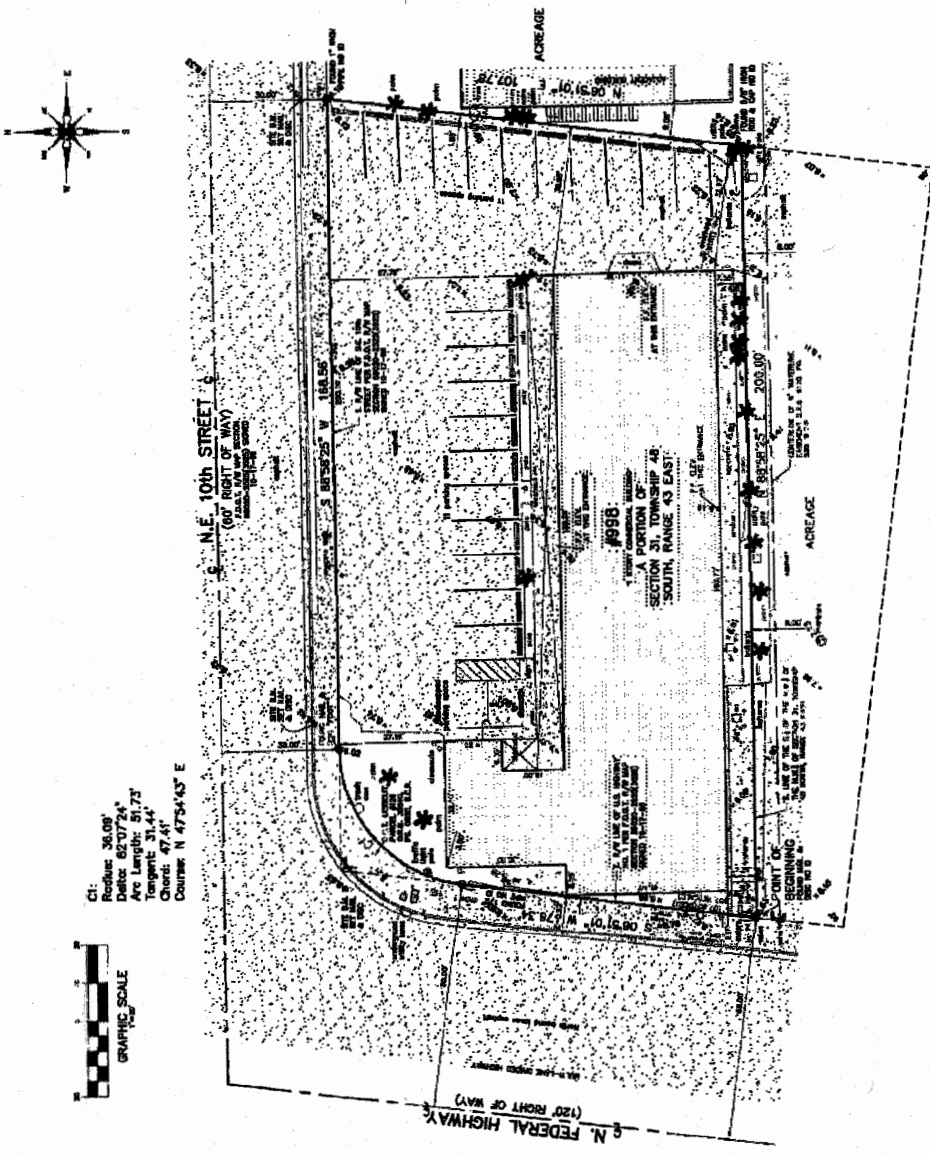
**CERTIFY TO:**  
 Full reading LID

DATE OF FIELD SURVEY: 05-18-14  
 CHECKED BY: M.W.  
 DRAWN BY: M.W.  
 DATE: 01-27-18  
 BY: [Signature]

**UPDATE/TOPO SURVEY 54-18-544**

**CERTIFICATION:**  
 THIS IS TO CERTIFY THAT THE ABOVE GRADING SKETCH OF BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AND BOUNDARY SURVEYOR AND THAT I AM A MEMBER OF THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPING ENGINEERS OF THE STATE OF FLORIDA. I HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 461, F.L.S., GOVERNING THE PRACTICE OF SURVEYING IN FLORIDA.

ROBERT L. THOMPSON (PROFESSIONAL)  
 3-22-18  
 SCALE 1" = 20'  
 SKETCH NUMBER SU-18-3031 V.



CI: Radius: 36.09'  
 Delta: 82°07'24"  
 Arc Length: 81.73'  
 Chord: 47.41'  
 Chorus: N 47°54'43" E



**EXHIBIT "C"**

**COMBINED SITE PLAN**

**D6** SITE PLAN KEY NOTES

**AREA CALCULATIONS**

BUILDING DESCRIPTION	ACRES	AREA (SF)	COVERAGE (%)
SITE AREA (998 N FEDERAL)	.4855	21,151	100%
SITE AREA (960 N FEDERAL)	3.0412	132,474	100%
TOTAL GROSS BUILDING AREA (EXCL. MEDICAL OUTPARCEL)		44,120	28.71%
EXISTING PERVIOUS		5,107	3.32%
IMPERVIOUS (GROSS BUILDING AREA, VEHICULAR USE AREA AND PAVED AREAS)		148,518	96.68%
PROPOSED PERVIOUS		8,122	5.29%
IMPERVIOUS (GROSS BUILDING AREA, VEHICULAR USE AREA AND PAVED AREAS)		145,503	94.71%

ZONING	B-3
LAND USE	COMMERCIAL
BUILDING HEIGHT ALLOWED 35' - AS DEFINED BY TABLE 155.3708.E.1 IN MUNICIPAL CODE OF POMPANO BEACH.	EXISTING 25'-0" PROPOSED NEW PARAPET 29'-0"

**PARKING**

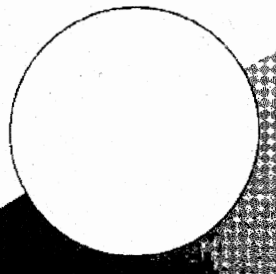
TOTAL GROSS BUILDING AREA (USED FOR PARKING CALCULATIONS):	46,500 SF	
RETAIL USE =	33,290 SF / 300 =	110.96 P.S.
LOUNGE C.S.A. USE (2,080SF) =	135 OCC. / 4 =	34.66 P.S.
RETAIL USE (OUTPARCEL) =	7,530 SF / 300 =	25.1 P.S.
MEDICAL OUTPARCEL =	3,600 SF / 200 =	18 P.S.
TOTAL PARKING REQUIRED:		189 P.S.
TOTAL PARKING PROVIDED:		189 P.S.
ACCESSIBLE PARKING SPACES REQUIRED:		6 P.S.
ACCESSIBLE PARKING SPACES PROVIDED:		6 P.S.

SETBACKS - 960 EXISTING BUILDING	REQ'D MIN	PROVIDED
FRONT (N FEDERAL HWY)	0'-0"	+/- 288'-2"
INTERIOR (NORTH)	0'-0"	+/- 23'-0"
INTERIOR (SOUTH)	0'-0"	+/- 2'-0"
REAR YARD	30'-0"	+/- 39'-10"

SETBACKS - 998 EXISTING BUILDING	REQ'D MIN	PROVIDED
FRONT (N FEDERAL HWY)	0'-0"	+/- 378'-10"
STREET (NE 10TH)	0'-0"	+/- 27'-11750'-8"
INTERIOR (SOUTH)	0'-0"	+/- 777'-4"
REAR YARD	30'-0"	+/- 31'-6"

**A6** PARKING CALCULATIONS

S  
CI  
barranco gonz



C

B

A

DESIGNED	DRAWN	CHECKED
CVG	JO	CVG

DATE:	COMM:
01.5.2018	170210

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REVISIONS

SITE PLAN

CONSTRUCTION DOCUMENTS

