

UPON RECORDATION, PLEASE
RETURN TO:

BRYAN J. STANLEY, ESQ.
BRYAN J. STANLEY, P.A.
209 TURNER STREET
CLEARWATER, FLORIDA 33756

INSTR # 112335114
OR BK 50839 Pages 1328 - 1337
RECORDED 06/09/14 08:41:26 AM
BROWARD COUNTY COMMISSION
DOC-D: \$0.70
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#1, 10 Pages

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS ("Declaration") is made as of the 29
day of MAY, 2014, by GLENN SPECK ("Owner"), whose mailing address is
2931 NE 22ND Ct, Pompano Beach, FL 33062, upon the following recitals of fact:

WHEREAS, Owner is the owner in fee simple of certain real estate located in the County of Broward, State of Florida, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("FD Parcel"); and

WHEREAS, this Declaration is made in connection with the transfer of fee simple title of the FD Parcel to Boos-1st Pompano Beach, LLC, a Florida limited liability company, which it is contemplated will lease the FD Parcel to Family Dollar Stores of Florida, Inc., a Florida corporation (together with its affiliated entities and successors by merger or consolidation, "Family Dollar"); and

WHEREAS, Owner is also the owner of fee simple of certain real estate located in the County of Broward, State of Florida, which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Retained Parcel"); and

WHEREAS, by this Declaration, Owner declares and dedicates an ingress/egress easement over and across the FD Parcel for the benefit of the Retained Parcel, and Owner hereby establishes a connection point between the FD Parcel and the Retained Parcel; and

WHEREAS, by this Declaration, for the benefit of the FD Parcel, Owner hereby declares and subjects the Retained Parcel to certain restrictions, all as more particularly set forth below.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares:

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1. **Recitals.** The statements contained in the recitals of fact set forth above are true and correct and are made a part of this Declaration by reference.

2. **Dedication of Blanket Ingress/Egress Easement.** Owner, for itself and its successors and assigns, hereby declares, establishes, creates, dedicates, and grants for the benefit of the Retained Parcel and as a burden upon the FD Parcel, the perpetual non-exclusive right, privilege, and easement of vehicular and pedestrian access, ingress, and egress over and across the driveways and paved areas located from time to time within the FD Parcel. The foregoing easement shall not convey any rights for the parking of vehicles within any parcel that is subject to this Declaration or in any manner restrict the development, redevelopment or location of improvements within the FD Parcel.

3. **Establishment of Driveway Connection Point between FD Parcel and Retained Parcel.** Owner, for itself and its successors and assigns, hereby declares and establishes, for the benefit of and as a burden upon the FD Parcel and the Retained Parcel, that the driveway connection between the FD Parcel and the Retained Parcel shall be situated in the area along the western boundary of such parcels, as same is depicted upon Exhibit "C" attached hereto and incorporated herein by this reference. In connection with the development of the FD Parcel following the recordation of this Declaration, FD shall stub the paved driveway depicted upon Exhibit "C" to the southerly boundary of the Retained Parcel. Thereafter, the owner of the Retained Parcel may, at its sole cost and expense, connect to such driveway but such owner shall not be permitted to modify the FD Parcel in connection with such work.

4. **Modification of Driveway Connection Point between FD Parcel and Retained Parcel.** The owner of the Retained Parcel shall, subject to the requirements and limitations set forth in this Section, have the right to modify the location of the driveway connection between the FD Parcel and the Retained Parcel. All costs and expenses related to such modifications shall be borne by the owner of the Retained Parcel, including without limitation, costs to design and obtain the governmental permits and approvals pertinent to the modification of the location of such driveway connection and the cost of closing the driveway connection and creating the new driveway connection (including without limitation all improvements, paving, curbing, landscaping, irrigation changes with the FD Parcel, the configuration, size, dimensions and plans for which shall be subject to the approval of the owner of the FD Parcel and Family Dollar for as long as Family Dollar is an Occupant (as defined below) of the FD Parcel). Such modification shall comply in all respects with applicable laws, regulations, codes and permits previously obtained, and such modification shall be subject to the approval of the owner of the FD Parcel and for as long as Family Dollar is an Occupant of the FD Parcel), Family Dollar. The owner of the Retained Parcel shall indemnify, defend and hold harmless the owner and any mortgagee of the FD Parcel and Family Dollar for all costs, expenses, claims, claims of lien, lawsuits, actions, damages or injuries arising from or relating to any such modifications, which

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indemnity shall include without limitation, the attorney's fees and costs incurred by such indemnitees responding to or defending against any such matters. In connection with the closure of the driveway connections and the installation of the modified driveway connection and related improvements, the owner of the Retained Parcel and its contractors, subcontractors and others performing such work shall refrain from interfering with business operations within the FD Parcel and shall prior to commencing such work, provide the owner of the FD Parcel with evidence of liability insurance coverage pertaining to such work consistent with the type and limits of such coverage customarily required by financial institutions in Broward County, Florida for similar work, under which the owner and any mortgagee of the FD Parcel and Family Dollar shall be named as an additional insured/certificate holder.

5. **Restrictive Covenants.** Owner, for itself and its successors and assigns, submits the Retained Parcel to the following restrictions for the benefit of the FD Parcel and Family Dollar. The Retained Parcel shall be used only for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations. Neither all nor any portion of the Retained Parcel may be used, directly or indirectly, for a store or other business selling, renting or displaying "x-rated" or "adults only" books, tapes, films, magazines or other merchandise, massage parlor, any establishment featuring "adults only" or "x-rated" entertainment. In addition to the restrictions set forth above, for so long as Family Dollar is an owner or an Occupant (defined below) of the FD Parcel, the Retained Parcel will not be leased, subleased, or sold to any variety store, variety discount store, discount department store, dollar store, thrift store, any store selling used clothing, or any discount store occupying less than 40,000 square feet operated by or under the name of Fred's, Marc's, Wal-Mart, K-Mart, Sears Holdings, Meijer's, Duckwall-Alco, A. J. Wright, Big Lots, Shopko, dd's Discounts, Pamida, Value City, Dolgencorp or Dollar General, Bill's Dollar, Bonus Dollar, Deals, Only Deals, 99 Cents Only, Dollar Tree, or any entity controlled by, affiliated with or related to any of them, or any other dollar store or single price point store occupying more than 2,000 square feet, or any store operated by Variety Wholesalers, including but not limited to, Maxway, Roses, Super 10, ValuMart, Pope's and Bargaintown. This Section 4 is not intended to prohibit the Retained Parcel from being operated as a drugstore, toy store, hobby store, sporting goods store, card and gift store, shoe store, hardware store, home improvement store, auto supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware. For the purposes of this Declaration, the term "**Occupant**" shall mean any entity entitled to the occupancy and/or use of a parcel by virtue of a lease, sublease, concession or similar arrangement. The foregoing restrictions shall be for the benefit of the FD Parcel, the owner(s) of the FD Parcel from time-to-time, and Family Dollar, and such restrictions shall be enforceable by such entities, or any of them.

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6. **Covenants Running With Land; Termination.** The easement and other covenants, restrictions and obligations created and dedicated hereby shall run with the FD Parcel and the Retained Parcel, and shall be binding on and inure, as applicable, to the benefit of Owner, Family Dollar and all future owners of such parcels and their respective successors and assigns and all persons claiming under them. Each owner of a parcel subject to this Declaration shall be liable for violations of this Declaration occurring during its period of ownership, and a transfer by an owner of a parcel shall not operate to remove such owner from liability with respect to breach during its ownership.

7. **Governing Law.** This Declaration shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall be in the applicable court having jurisdiction in Broward County, Florida.

8. **Enforcement.** In the event of any violation or threatened violation by an owner, tenant or occupant of the FD Parcel or the Retained Parcel, or any portion of such parcels, of any of the terms, covenants and conditions of this Declaration, the owner of the other parcel or Family Dollar (as long as Family Dollar is an Occupant of the FD Parcel) shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction in Broward County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Declaration, including, without limitation, specific performance of this Declaration.

9. **Attorneys' Fees.** The prevailing party in any litigation arising under or related to this Declaration shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees and costs incurred in connection with such litigation, or appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of any indemnity hereunder.

10. **Severability.** If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Declaration or the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

11. **Modification.** This Declaration may be modified only by instrument executed by the owners of the FD Parcel and the Retained Parcel and recorded in the Public Records of Broward County, Florida. As long as Family Dollar is an Occupant of the FD Parcel, any such modification of this Declaration must also be approved in writing by Family Dollar, which approval shall be evidenced by an instrument evidencing such approval recorded in the Public Records of Broward County, Florida

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IN WITNESS WHEREOF, this Declaration was executed as of the day and year first above written.

WITNESSES:

OWNER:

Print Name: John L. Korthals

Glenn Speck
GLENN SPECK

Print Name: Eric J. Ponzan

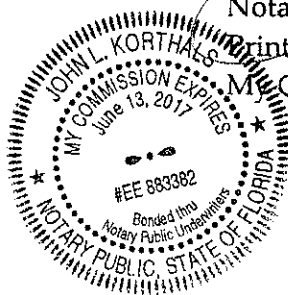
STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 29 day of June, 2014, by
GLENN SPECK, who is personally known to me or has produced _____
as identification.

John L. Korthals
Notary Public - (Signature)

Print Name: John L. Korthals

My Commission Expires 013-2017



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DESCRIPTION: SOUTH PARCEL

LOT NO. 1, AMERICAN TOWNSITES CO'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 25.00 FEET THEREOF.

TOGETHER WITH AN UNPLATTED PORTION OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT NO. 1, AMERICAN TOWNSITES CO'S SUBDIVISION NO. 1; THENCE S.13°56'50"W. ALONG THE EAST LINE THEREOF, A DISTANCE OF 313.01 FEET; THENCE S.88°13'34"W. ALONG A LINE 25.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT NO. 1, A DISTANCE OF 206.55 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE N.13°56'50"E. ALONG SAID RIGHT-OF-WAY LINE, SAID LINE BEING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTERLINE OF THE MAIN TRACKS OF SAID FLORIDA EAST COAST RAILROAD, A DISTANCE OF 328.19 FEET TO A POINT OF INTERSECTION WITH THE EXTENDED CENTERLINE OF THAT CERTAIN 30 FOOT RIGHT-OF-WAY VACATED BY OFFICIAL RECORD BOOK 39048, PAGE 1981 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CENTERLINE LYING 15.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID LOT NO. 1, AMERICAN TOWNSITES CO'S SUBDIVISION NO. 1; THENCE N.88°07'06"E. ALONG SAID EXTENDED CENTERLINE, A DISTANCE OF 51.97 FEET; THENCE S.13°56'50"W. ALONG THE WEST LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 15.59 FEET TO THE NORTHWEST CORNER OF SAID LOT NO. 1, AMERICAN TOWNSITES CO'S SUBDIVISION NO. 1; THENCE N.88°07'06"E. ALONG THE NORTH LINE OF SAID LOT NO. 1, A DISTANCE OF 154.69 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 63,973 SQUARE FEET/1.4686 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE WERE ABSTRACTED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 4087807, EFFECTIVE DATE OCTOBER 03, 2012 AT 7:00 AM.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N13°56'50"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. O.R.B. - DENOTES OFFICIAL RECORD BOOK
7. P.B.C.R. - DENOTES PALM BEACH COUNTY RECORDS
8. B.C.R. - DENOTES BROWARD COUNTY RECORDS
9. C - DENOTES CENTERLINE

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 8, 2013. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
3591

SHEET 1 OF 2

DATE 04/08/13

DRAWN BY JC

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 640 SOUTH

EXHIBIT

A

FAMILY DOLLAR STORES
SOUTH PARCEL
SKETCH OF DESCRIPTION

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DESCRIPTION: NORTH PARCEL

LOT 11, BLOCK 1, TOGETHER WITH THE ADJACENT 10 FOOT WIDE VACATED ALLEY, COMMERCIAL ADDITION TO POMPANO FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF THAT CERTAIN VACATED 30 FOOT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 3904B, PAGE 1961 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH AN UNPLATTED PORTION OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD WITH THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE N.87°57'08"E. ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 35, A DISTANCE OF 104.03 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOTS 1 THROUGH 10, BLOCK 1, OF SAID COMMERCIAL ADDITION TO POMPANO FLORIDA; THENCE S.13°56'50"W. ALONG SAID WEST LINE, A DISTANCE OF 323.15 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID VACATED 30 FOOT RIGHT-OF-WAY, SAID CENTERLINE LYING 15.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF LOT NO. 1, AMERICAN TOWNSITES CO'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.88°07'08"E. ALONG THE CENTERLINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 92.33 FEET; THENCE S.13°56'50"W. ALONG THE EAST LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 15.59 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT NO. 1, AMERICAN TOWNSITES CO'S SUBDIVISION NO. 1; THENCE S.88°07'06"W. ALONG THE NORTH LINE OF SAID LOT NO. 1, A DISTANCE OF 144.30 FEET TO THE NORTHWEST CORNER OF SAID LOT NO. 1; THENCE N.13°56'50"E. ALONG THE WEST LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 15.59 FEET; THENCE S.88°07'06"W. ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 51.97 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N.13°56'50"E. ALONG SAID RIGHT-OF-WAY LINE, SAID LINE BEING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTERLINE OF THE MAIN TRACKS OF SAID FLORIDA EAST COAST RAILROAD, A DISTANCE OF 322.83 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 34.463 SQUARE FEET/0.7912 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD

NOTES:

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3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N13°56'50"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. O.R.B. - DENOTES OFFICIAL RECORD BOOK
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8. B.C.R. - DENOTES BROWARD COUNTY RECORDS
9. M.D.C.R. - DENOTES MIAMI-DADE COUNTY RECORDS
10. C - DENOTES CENTERLINE

CERTIFICATE:

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DAVID P. LINDLEY
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L# 3591

SHEET 1 OF 2

DATE 04/08/13

DRAWN BY JC

F.B./ PG. N/A

SCALE AS SHOWN

JO. NO. 640 NORTH

EXHIBIT

B

FAMILY DOLLAR STORES
NORTH PARCEL
SKETCH OF DESCRIPTION

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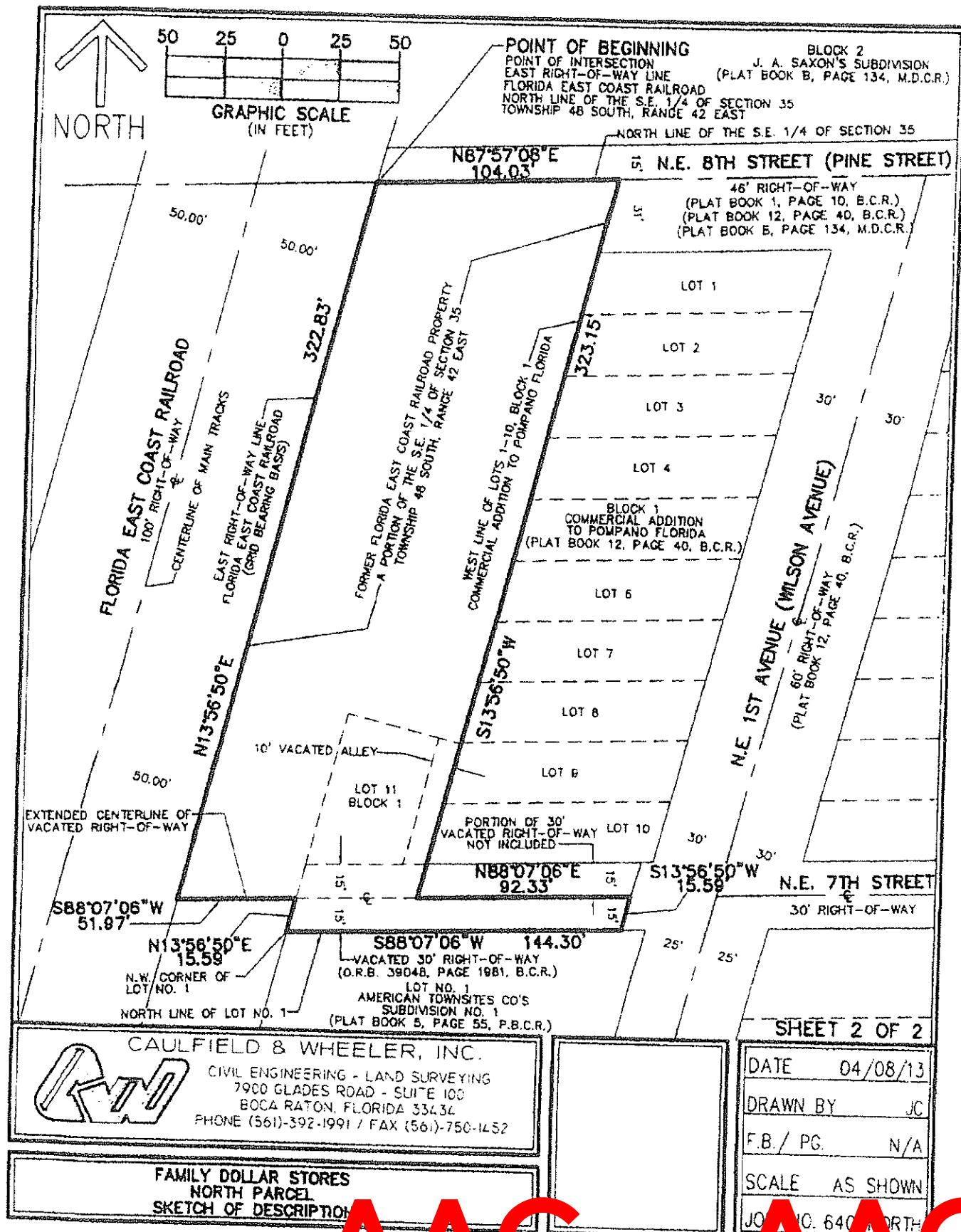
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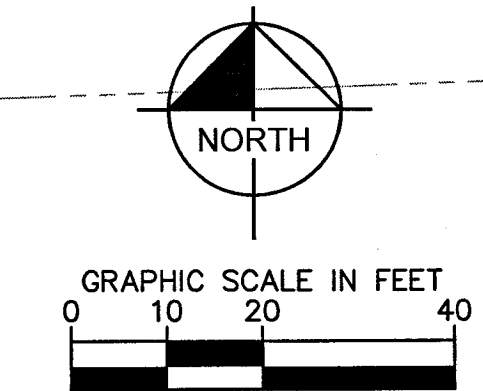
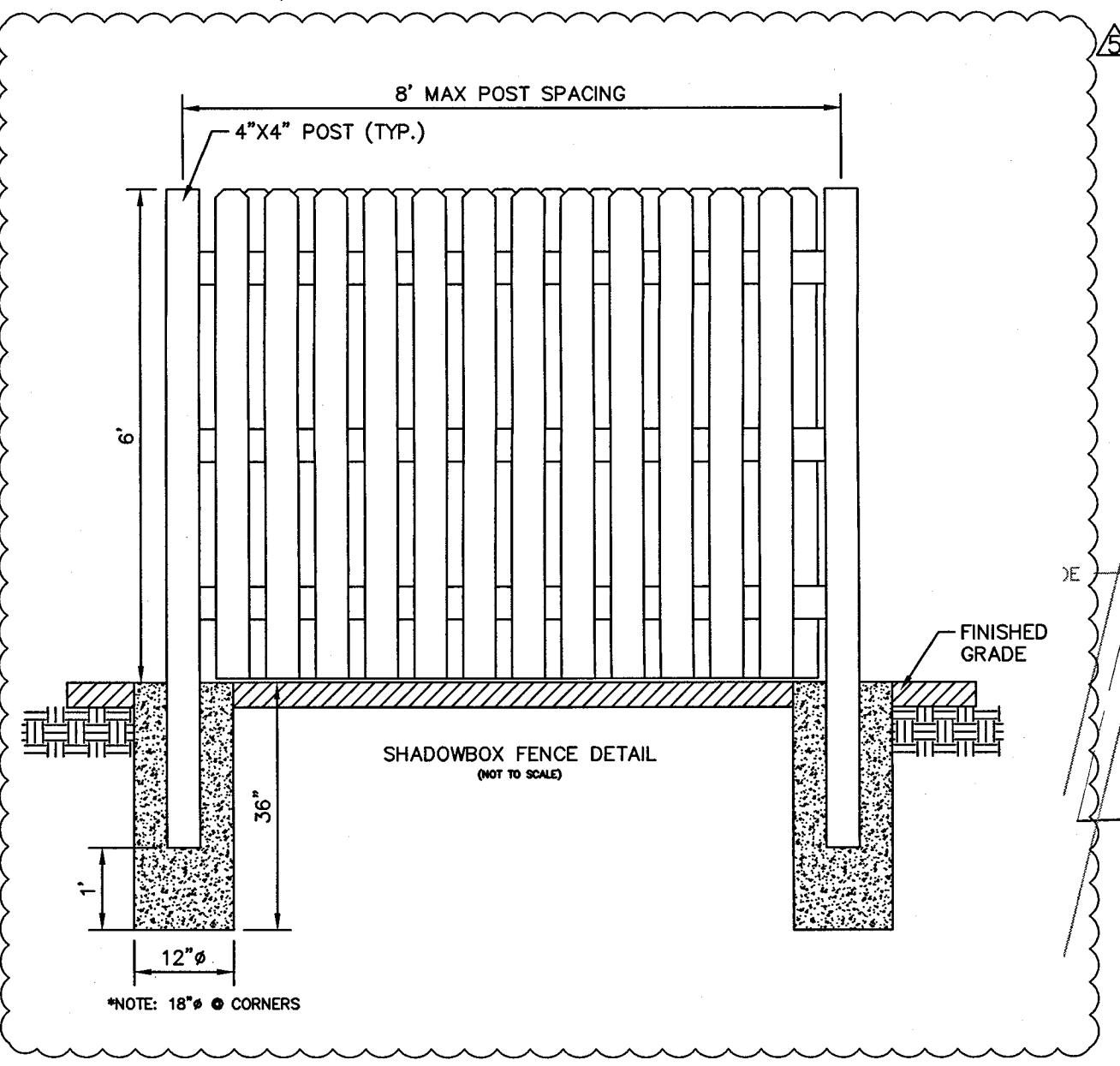


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COMMENTS:

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