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PZ25-12000014

08/20/2025

This instrument was  
prepared by and after  
recording return to:

Attn: Michael E. Leach, Esq.  
Blue Marlin Title Corporation  
3170 N. Federal Highway, Suite 207  
Lighthouse Point, FL 33064

### ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the 27 day of February, 2025, by and between JONES INVESTMENT HOLDINGS, LLC, a Florida limited liability company (hereinafter called "JIH"), and LT 20, LLC, a Florida limited liability company (hereinafter called "LT 20").

### WITNESSETH:

WHEREAS, JIH is the owner of that certain tract of land being a portion of the North 100 feet of the South 100 feet of West 1600 feet of the North one-half of the Southeast one-quarter of Section 26, Township 48 South, Range 42 East, lying and being in Broward County, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof ("Parcel A"); and

WHEREAS, LT 20 is the owner of that certain tract of land lying immediately North of the JIH real property, as more particularly described on Exhibit B attached hereto and made a part hereof, said property being contiguous to Parcel A ("Parcel B"); each of Parcel A and Parcel B being sometimes referred to herein as a "Lot" and, collectively, as the "Lots"); and

WHEREAS, JIH and LT 20 in order to satisfy fire department access requirements desire to grant and convey, on the terms hereinafter set forth, a perpetual, non-exclusive 20' foot wide easement to benefit and burden each Lot to establish an access driveway between the real property described on Exhibit "A" and the public right-of-way known as Northwest 16<sup>th</sup> Avenue (the "Right-of-Way"), said access driveway being referred to herein as the "Access Driveway", and said Access Driveway being located within the area labeled "Ingress/Egress Easement" and described on Composite Exhibit C attached hereto and made a part hereof (the "Easement Area").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

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1. Access Driveway.

(a) IIL, as the owner of Parcel A, hereby grants, bargains, and conveys to LT 20, as the owner of Parcel B, for the benefit of LT 20, its successors and assigns, and its and their respective tenants, subtenants, employees, agents, customers and other invitees, a perpetual, non-exclusive and unobstructed 20' foot wide easement encumbering the real property described on Composite Exhibit "C" herein, for the sole purpose of fire department vehicular and pedestrian ingress and egress to and from Parcel B and the Right-of-Way, over, across, upon and through that portion of the Easement Area located on Parcel A (the "Parcel A Easement Area")

2. Maintenance of Easement Area.

(a) Maintenance. The Access Driveway shall be kept and maintained by JIH in good condition and repair for the purposes stated herein, and in compliance with all applicable laws, rules, regulations and ordinances

(b) Right to Cure. If JIH fails to perform the maintenance obligations set forth in the preceding sentence, and if such failure continues for a period of thirty (30) days after written notice from LT 20, or if in the case of a default involving potential danger to the public, or the potential of substantial deterioration of all or any part of the Joint Driveway, within twenty-four (24) hours after such notice, then LT 20 may cure the default and submit a statement to JIH for its share of the cost and expense of curing such default along with copies of invoices or receipts detailing such costs, and JIH shall pay LT 20 for its share of such cost and expense.

3. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall run with the land, binding upon and benefiting the owners of each Lot in perpetuity, and their successors, assigns and legal representatives. Any transferee of any portion of a Lot shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed that remain unsatisfied to the extent of its proceeds from the transfer or remaining interest in the property, if any.

4. No Merger. There shall be no merger of the easement granted, established and created hereby with the fee estate of any party, by reason of the fact that a party or any one or more of the owners of the Lots may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of any of the Lots; and no such merger shall occur until such parties and such owner or owners, as the case may be, execute a written statement or instrument affecting such merger and shall duly record the same.

5. Cross Indemnity. Each of LT 20 and JIH shall indemnify, defend and hold harmless the other party from and against any and all claims for damages (including, without

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limitation, any legal fees actually incurred), which the indemnified party may incur as a result of the indemnifying party's rights under this Agreement, except to the extent such claims arise from the negligence of the indemnified party.

6. Reservation of Use. No building or other structure or obstruction shall be permitted or maintained within the Easement Area, nor shall the grade of the Easement Area be altered so as to materially interfere with the use of the Easement Area as contemplated herein, except that paving, curbing, striping, landscaping, fences, light poles and signage or similar easily moved improvements that do not materially interfere with the use of the Easement Area described herein shall be permitted.

7. Notices. Any notice sent to the parties pursuant to this Agreement shall be in writing and sent by depositing it with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party. Each notice shall be effective upon being so deposited, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressed thereof as evidenced by the return receipt. Rejection or other refusal by the addressed to accept or the inability of the United States Postal Service to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. In the event that registered or certified mail service is not being provided by the United States Postal Service or any of its successors thereto at the time in questions, each notice may then be served by personal service or sent by regular mail and shall be deemed effective upon receipt. The initial address for the parties shall be as set forth below:

JIH:                   Attn: Bradley Jones  
127 NW 16<sup>th</sup> Street  
Pompano Beach, FL 33060

LT 20, LLC       Attn: Steven Rembos  
790 East Broward Blvd.  
Unit 2220  
Ft. Lauderdale, FL 33301

Notices may also be given by personal delivery or by reputable courier, in which case the notice shall be deemed effective upon delivery.

8. Governing Law. The laws of the State of Florida shall govern this Agreement. Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof.

9. Not a Public Dedication. Nothing in this Agreement may be construed as a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use whatsoever. This Agreement is intended to benefit only JIH, LT 20 and their respective successors, permitted assigns and invitees. No other party has any right to enforce this Agreement.

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IN WITNESS WHEREOF, the said Grantor and Grantee have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

in the presence of as to Grantor:

JONES INVESTMENT HOLDINGS, LLC

Mark Mucci BY: Bradley Jones pres- (L.S.)  
(Witness #1 signature) **Bradley Jones, Manager**

Print name of Witness#1: Mark S. Mucci

Print address of Witness#1: 5561 N. University Dr.

Suite 201 Coral Springs, FL 33067

Sarah Mulligan  
(Witness #2 signature)

Print name of #2 Witness: Sarah Mulligan

Print address of #2 Witness: 5561 N. University Dr.

Coral Springs, FL 33067

STATE OF FLORIDA )

COUNTY OF BROWARD ) ss.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 27 day of January, 2025, by Bradley Jones, as Manager of Jones Investment Holdings, LLC, a Florida limited liability company.

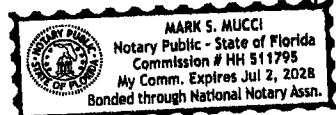
Notary Sign Name Mark S. Mucci

Print Name: Mark Mucci

Personally known: ☒

OR Produced Identification

Type of Identification Produced \_\_\_\_\_



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**EXHIBIT "A"**

**The North 100 feet of the South 100 feet of West 1600 feet of the North one-half of the Southeast one-quarter of Section 26, Township 48 South, Range 42 East, ling and being in Broward County, Florida.**

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**EXHIBIT "B"**

A portion of the North 200 feet of the South 225 feet of the North 1/2 of the Southeast 1/4 of Section 26, Township 48 South, Range 42 East, Broward County, Florida, more particularly described as follows  
BEGINNING at the Southwest corner of Parcel "A" of KENDALL GREEN SECTION 'A', according to the plat thereof as recorded in Plat Book 43, page 49, of the public records of Broward County, Florida; thence run North 88°49'18" East, along the South line of said Parcel "A" Kendal Green Section A, a distance of 22.49 feet to a point that is 227.47 feet West of the Westerly right-of-way line of North Dixie Highway; thence South 00°35'12" East, for a distance of 100.00 feet; thence run South 88°49'43" West, for a distance of 45.38 feet; thence run South 00°35'12" East, for a distance of 100.00 feet to a point on the Northerly right-of-way line of N.W. 16th Street; thence run South 88°49'43" West, along said Northerly right-of-way line, for a distance of 40.00 feet to the Southeast corner of lands described in deed recorded in Official Records Instrument Number 113419018, of the public records of Broward County, Florida; thence North 00°35'12" West, along said record deed line, for a distance of 100.00 feet to the Northeast corner of lands described in said record deed; thence run South 88°49'43" West, along the North line of said record deed, said line also being 125 feet North of and parallel to the South line of the North 1/2 of the Southeast 1/4 of Section 26, Township 48 South, Range 42 East, for a distance of 115.00 feet to the Northwest corner of said record deed; thence run North 00°35'12" West, for a distance of 6.00 feet; thence run South 88°49'43" West, 100.00 feet to a point that is 1500 feet East of the West line of the Southeast 1/4 of Section 26, Township 48 South, Range 42 East, and 106.00 feet North of the North right-of-way line of N.W. 16th Street; thence run North 00°35'12" West, along the Easterly line of said 1500 foot portion of land, for a distance of 94.00 feet to the South line of KENDALL GREEN SECTION 'A', according to the plat thereof as recorded in Plat Book 43, page 49, of the public records of Broward County, Florida; thence run North 88°49'18" East, along said South line of record subdivision, a distance of 277.89 feet to the POINT OF BEGINNING.

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Exhibit "C"



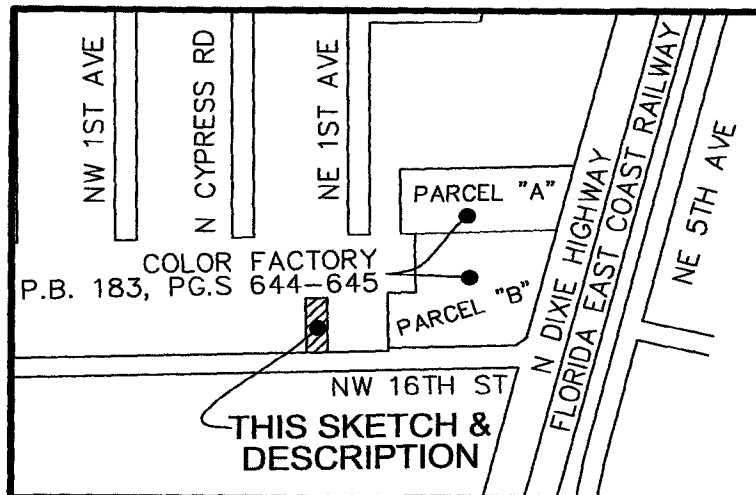
## SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

LOCATION SKETCH  
(NOT TO SCALE)**LEGAL DESCRIPTION: (20' ACCESS EASEMENT)**

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF TRACT "A", "CRAWFORD CENTER" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 83, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH  $00^{\circ}59'25''$  EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "A" 5.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. 16TH STREET; THENCE NORTH  $88^{\circ}25'32''$  EAST ALONG SAID NORTH RIGHT-OF-WAY LINE 60.60 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH  $00^{\circ}57'45''$  WEST 106.00 FEET; THENCE NORTH  $88^{\circ}25'32''$  EAST 20.00 FEET; THENCE SOUTH  $00^{\circ}57'45''$  EAST 106.00 FEET TO A POINT OF INTERSECTION WITH SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH  $88^{\circ}25'32''$  WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,120 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED, WITH THE EAST LINE OF TRACT "A", CRAWFORD CENTER, PLAT BOOK 83, PAGE 36, BEING  $S00^{\circ}59'25''E$
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CLIENT: STEVEN REMBOS

SCALE: N/A

DRAWN: M.M.M.

ORDER NO.: 73907

DATE: 2/21/25

20' ACCESS EASEMENT

POMPANO BEACH BROWARD COUNTY, FLORIDA

FOR: 1601 N. DIXIE HIGHWAY

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691  
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660  
 STATE OF FLORIDA

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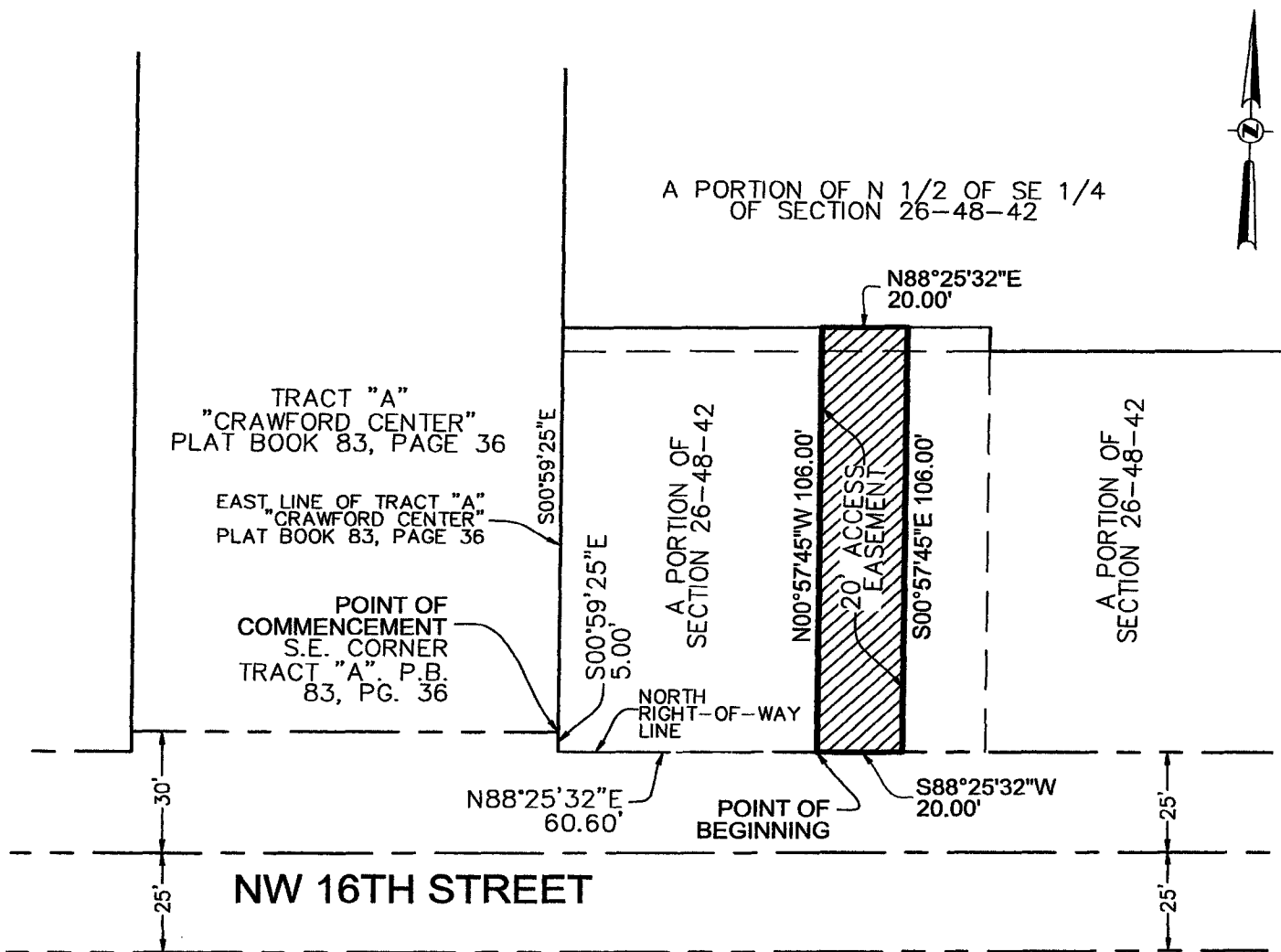
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SKETCH AND LEGAL DESCRIPTION  
BY  
**PULICE LAND SURVEYORS, INC.**  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com  
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: STEVEN REMBOS

SCALE: 1"=40'

DRAWN: M.M.M.

ORDER NO.: 73907

DATE: 2/21/25

20' ACCESS EASEMENT

POMPANO BEACH BROWARD COUNTY, FLORIDA

FOR: 1601 N. DIXIE HIGHWAY

SHEET 2 OF 2

LEGEND & ABBREVIATIONS:

P.B. PLAT BOOK  
PG. PAGE

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 AND 2

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