# <u>RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,</u> <u>CONDITIONS AND RESTRICTIONS</u>

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this day of 2024, by and between Alliance West Atlantic LLC, Delaware limited liability company ("Alliance"), and Satfam 1NA LLC, a Florida limited liability company ("Satfam").

## RECITALS

- A. Alliance is the owner of that certain real property situated in the City of Pompano Beach, Broward County, State of Florida, commonly known as 1291-1500 West Atlantic Boulevard, more particularly described on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference ("Alliance Site").
- B. <u>Satfam</u> is the owner of that certain real property situated in the City of Pompano Beach, Broward County, State of Florida, more particularly described on <u>Exhibit "B"</u> attached hereto and incorporated herein by this reference ("Wawa Site").
- C. Wawa (hereinafter defined) leases a portion of the Wawa Site pursuant to the Wawa Lease (hereinafter defined).
- D. The parties hereto desire to (i) impose certain easements upon the Parcels, (ii) reconfigure a 25' cross access easement and a 30' cross access easement on the Wawa Site plat recorded among the official records of Broward County ("Land Records") on April 13, 2020, Plat Book 183, page 382, Instrument No. 116457455 ("Wawa Site Plat"), and (iii) establish certain covenants, conditions and restrictions with respect to said Parcels for the mutual and reciprocal benefit and complement of the Alliance Site and the Wawa Site and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Alliance and Satfam hereby covenant and agree that the Parcels (as hereafter defined) and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

## AGREEMENTS

1. <u>Definitions</u>. For purposes hereof:

(a) The term "**Owner**" or "**Owners**" shall mean Alliance (as to the Alliance Site) and Satfam (as to the Wawa Site) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. (b) The term "**Parcel**" or "**Parcels**" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibits "A" and "B", that is, the Alliance Site and the Wawa Site, respectively, and any future subdivisions thereof.

(c) The term "**Permittees**" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "**Andrews Easement Area**" shall mean that certain area of land on the Wawa Site that is identified as "Prop. Cross Access Easement & Andrews Easement Area" on the Site Plan.

(e) The term "Atlantic Easement Area" shall mean that certain area of land on the Alliance Site that is identified as "Prop. Cross Access Easement & Atlantic Easement Area" on the Site Plan.

(f) The term "**Driveway**" or "**Driveways**" shall mean the Alliance Site Driveway and/or the Wawa Site Driveway, as the context requires.

(g) The term "Easement Area" or "Easement Areas" shall mean the Andrews Easement Area and the Atlantic Easement Area.

(h) The term "**Wawa**" shall mean Wawa Florida, LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns). Wawa shall be deemed a third-party beneficiary to this Agreement. The current Wawa Store No. is 5288.

(i) The term "**Wawa Lease**" shall mean that Land Lease of the Wawa Site from Satfam as landlord to Wawa as tenant, and any amendments, extensions or replacements thereof.

(j) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as <u>Exhibit "C"</u> and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

(k) The term "Alliance Site Driveway" shall mean that certain driveway and any related driveway improvements, paving, curbing, entrances and exits, on the Alliance Site for access to and from West Atlantic Boulevard as shown on the Site Plan.

(l) The term "**Wawa Site Driveway**" shall mean that certain driveway and any related driveway improvements, paving, curbing, entrances and exits on the Wawa Site for access to and from North Andrews Avenue as shown on the Site Plan.

# 2. <u>Easements</u>

## 2.1. Grant of Access Easements.

2.1.1 Subject to any express conditions, limitations or reservations contained herein, Alliance does hereby grant and convey to Satfam, its successors, assigns and Permittees, a nonexclusive, perpetual right and easement upon, over, through, across and along that portion of the Alliance Site within the bounds of the Atlantic Easement Area for the purposes of pedestrian and vehicular access, ingress and egress at any and all times, provided, however that (i) Alliance reserves the right to use the Atlantic Easement Area in a manner that does not unreasonably interfere with Satfam's or Wawa's access to the Atlantic Easement Area or the improvements located on the Wawa Site, (ii) the use of the Atlantic Easement Area by Satfam, Wawa and their respective Permittees may not unreasonably interfere with Alliance's use or business operations upon the Alliance Site, and (iii) nothing contained in this Agreement shall grant or permit any rights for parking by either Owner or its Permittees within the Atlantic Easement Area.

2.1.2 Subject to any express conditions, limitations or reservations contained herein, Satfam does hereby grant and convey to Alliance, its successors, assigns and Permittees, a nonexclusive, perpetual right and easement upon, over, through, across and along that portion of the Wawa Site within the bounds of the Andrews Easement Area for the purposes of pedestrian and vehicular access, ingress and egress at any and all times, provided, however that (i) Satfam and Wawa reserve the right to use the Andrews Easement Area in a manner that does not unreasonably interfere with Alliance's access to the Andrews Easement Area or the improvements located on the Alliance Site, (ii) the use of the Andrews Easement Area by Alliance may not unreasonably interfere with Satfam's or Wawa's use or business operations upon the Wawa Site, and (iii) nothing contained in this Agreement shall grant or permit any rights for parking by either Owner or its Permittees within the Andrews Easement Area.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Wawa, in the case of the Owner of the Wawa Site) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Access Opening. The openings and access points contemplated between the Parcels for use of the Driveways, are shown on the Site Plan and each such opening and access point between the Parcels for use of a Driveway is hereinafter called an "Access Opening." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of each Driveway for pedestrian and vehicular ingress and egress. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4 <u>Driveways</u>. The Driveways shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work or as may be necessary to avoid public dedication thereof with 5 business days' prior written notice to Wawa. No Owner shall make any further changes to the location or configuration of Driveways without the written approval of the Alliance and Satfam, and during the continuance of the Wawa Lease, the written approval of Wawa.

# 3. <u>Maintenance</u>.

3.1. <u>General</u>. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 <u>Easement Area</u>. Subject to the Warranty Period (as such term is defined in the Temporary Construction Easement), each Owner of a Parcel covenants at all times during the term hereof to

operate and maintain or cause to be operated and maintained at its expense the Easement Area located on its Parcel in good order, condition and repair and shall maintain and repair such Easement Areas, as necessary, to ensure compliance with all laws, including, without limitation, the Americans with Disabilities Act ("ADA"). Following the construction of improvements thereon, maintenance of the Easement Areas shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, including snow and ice removal, taking reasonable steps to remove papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the roadways between dusk and dawn three hundred sixty-five (365) days per year, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Easement Areas in a clean, safe, orderly condition and in compliance with all laws, including, without limitation, the ADA. Additionally, Alliance will maintain the Alliance Site Driveway and Satfam will maintain the Wawa Site Driveway in accordance with Wawa's standards as per the attached Exhibit "D", Maintenance Standards. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Easement Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Easement Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), provided, however, that all such restorations, repairs or rebuilding shall be in compliance with the requirements of all laws then in effect, including, without limitation, the ADA. Notwithstanding any other provision contained herein, Owners recognize that the nature of Wawa's business requires the continuous maintenance and repair of all shared access points and corresponding road improvements to the Driveways and requires the removal of snow from the Driveway at all hours of the day. Consequently, if any Owner fails to maintain the shared access points and corresponding road improvements to the Driveways or fails to promptly remove snow and ice from a Driveway, then such Owner grants to Wawa the right, but not the obligation, to make any desired repairs to the Driveway, any access points, and corresponding road improvements, and to remove snow and ice, without advance formal notice and at the cost of the defaulting Owner. Alliance shall be solely responsible to maintain the landscaping in the area labeled "Landscaping Area" on Exhibit "C"; however, Wawa, during the continuance of the Wawa Lease, shall have the right to improve or maintain the Landscaping Area at its sole cost and expense (e.g., to add plantings, to cut the grass as needed, etc.).

3.3 <u>Utilities</u>. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner within an Easement Area.

4. <u>Construction of Improvements</u>. Construction of the Driveways shall be constructed and completed by the Owner of the Alliance Site in accordance with the Site Plan and the Temporary Construction Easement and Indemnification Agreement executed of even date herewith, in the form attached hereto as <u>Exhibit "E"</u> (the "**Temporary Construction Easement**"). Alliance, at its sole cost, shall (i) relocate the Access Opening on West Atlantic Boulevard and reconfigure the Driveway, as per the attached <u>Exhibit "B"</u>, to allow for cross access from and to the Wawa Site over the Alliance Site to and from West Atlantic Boulevard for pedestrian and vehicular traffic, and (ii) establish a curb cut in the Andrews Easement Area and provide an Access Opening to allow for cross access from and to the Alliance Site over the Wawa Site to and from North Andrews Avenue for pedestrian and vehicular traffic, as per the attached <u>Exhibit "B"</u>, subject to the terms of this Agreement. The parties agree that the 25' cross access easement and 30' cross access easement across and through Wawa's fuel area shown on the Wawa Site Plat, shall be extinguished and replaced by the Atlantic

Easement Area shown on <u>Exhibit "B"</u>, and both the Atlantic Easement Area and Andrews Easement Area shall be properly documented on a new plat of record. As a result of the Atlantic Easement Area reconfiguration, the Wawa Site shall gain three (3) additional parking spots, as shown on <u>Exhibit "B"</u>. Alliance shall be responsible to obtain and to pay all costs associated with preparing a new survey and plat to reflect the changes stated herein, as well as to record the new survey and plat, and to pay all recording costs and fees. Satfam and Wawa shall cooperate in all respects and execute such documentation and plat as may be required to record a new plat and fulfill the intent of this Agreement. All work and materials shall be subject to warranty from Alliance and the applicable manufacturer for the Warranty Period, as such term is defined in the Temporary Construction Easement. Expiration of the Warranty Period shall be evidenced by termination of the Temporary Construction Easement.

# 5. <u>Restrictions</u>.

5.1 <u>General</u>. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.2 <u>Additional Restrictions</u>. Alliance covenants not to permit the Alliance Site to be occupied or used for a retail convenience food store, retail fuel dispensing facility, retail energy based charging station, or any combination of such open to the general public. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Tenant, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus. The term "fuel dispensing facility" means any facility or station that dispenses fuel, whether self-service and/or full-service to the general public. The term "energy based charging station" shall mean an electric recharging point, charging point, ECS, EVSE or other means by which infrastructure is provided to supply electric energy to the general public for the recharging of vehicles, including without limitation, those branded as TESLA, EVgo or Electrify America charging facilities. Notwithstanding the foregoing, the Owner and tenants of the Alliance Site shall at all times have unrestricted rights to install fuel dispensing facilities and energy based charging stations for the private use of such tenant(s) and their Permittees. The restrictions in this section shall be binding for the term of the Wawa Lease and shall thereafter be null and void.

- 6. <u>Insurance</u>. Throughout the term of this Agreement, each Owner and Wawa, Inc., only during the continuance of the Wawa Lease shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof). and Wawa, Inc. and Wawa Florida, LLC (during the continuance of the Wawa Lease) as additional insureds.
- 7. <u>Taxes and Assessments.</u> Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
- 8. <u>No Rights in Public; No Implied Easements</u>. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Alliance Site or the

Wawa Site. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

9. Remedies and Enforcement.

9.1. <u>All Legal and Equitable Remedies Available</u>. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Wawa shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of the Wawa Site, and/or to cure a breach or default hereunder by the Owner of the Wawa Site, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of the Wawa Site.

9.2. <u>Self-Help</u>. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Wawa (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Wawa or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Owner or Wawa may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3. Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Wawa in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Broward County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Broward County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4. <u>Remedies Cumulative</u>. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5. <u>No Termination For Breach</u>. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No

breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. As of the date of this Agreement, each Owner represents that no mortgage encumbers its Parcel unless the holder of such mortgage has signed the Joinder attached hereto.

9.6. Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Wawa, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. <u>Term</u>. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Broward County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Alliance Site and Wawa Site in accordance with paragraph 11.2 hereof.

## 11. <u>Miscellaneous</u>.

11.1. <u>Attorneys' Fees</u>. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

## 11.2. <u>Amendment</u>.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Alliance Site and the Wawa Site, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Broward County, Florida.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

11.3 <u>Consents</u>. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Wawa under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance

of the Wawa Lease, any consent by the Owner of the Wawa Site, to be effective, shall also require the consent of Wawa, and Wawa shall be permitted to withhold its consent to any changes related to parking, Access Openings, Driveways or use restrictions that burden or benefit the Wawa Site in its sole and absolute discretion.

11.4 <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 <u>Covenants to Run with Land</u>. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 <u>Grantee's Acceptance</u>. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 <u>Separability</u>. Each provision of this Agreement and the application thereof to the Alliance Site and the Wawa Site are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision 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 Agreement. In the event the validity or enforceability of any provision of this 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. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.

11.10 <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11<u>Notices</u>. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery or electronic mail if an email address is designated below. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of Alliance, Satfam and Wawa are as follows:

<u>Wawa</u>:

Wawa Florida, LLC 260 West Baltimore Pike Wawa, PA 19063 Attention: John M. Poplawski, Vice President

With a required copy to:

Wawa, Inc. Attention: Legal Department 260 W. Baltimore Pike Wawa, PA 19063

Alliance:

Alliance West Atlantic LLC 40 Morris Avenue, Suite 230 Bryn Mawr, PA 19010 Attn:

With a copy by email to:

Todd Chase, Esq. tchase@chaserelaw.com

<u>Satfam</u>:

Satfam INA LLC 19 Court St, Suite 202 White Planes NY, 10601 Attn: John Satriale

# Governing Law. THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE IN WHICH THE PARCELS ARE LOCATED, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.

11.3. <u>Estoppel Certificates</u>. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.4. <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Alliance has executed this Agreement as of the date first written above.

> liability company By: Name: Title:

Alliance West Atlantic LLC, Delaware limited

WITNESSES: Signed EBCM Print Name: Eric Carlon FEZ N. R.nygold Street, Thibdelphic, R.19130 Signed Appender Print Name: Zachary Spaceder 17 ing Love Villanous PA

STATE OF ELORIDA- Permsylvania COUNTY OF BROWARD Montgomery

The foregoing instrument was acknowledged before me by means of ( $\nu$ ) physical presence or () online notarization, on <u>November 21</u>, 2023 by, [But Hamiltas [Vice Pusidus] of ALLIANCE WEST ATLANTIC LLC, on behalf of the company, who is known to me or provided for identification.

Stephanic Paston

Notary Public, Stephanie Paston County, Montgomely My commission expires: May. 26, 2027

Commonwealth of Pennsylvania - Notary Seal STEPHANIE PASTORE - Notary Public Montgomery County My Commission Expires May 26, 2027 Commission Number 1435160

4886-1415-0278, v. 8

IN WITNESS WHEREOF, Satfam has executed this Agreement as of the date first written above.

Satfam INA LLC, a Florida limited liability company

By:

WITNESSES;

Print Name:

Print Name:

STATE OF FLØRIDA New York COUNTY OF <u>Orange</u>

The foregoing instrument was acknowledged before me by means of  $\Box$  personal presence or  $\Box$  online notarization on  $\underline{July 3^{rd}}$ ,  $202\underline{4}$ , by  $\underline{John Satriale}$ , on behalf of <u>Satfam INF LLC</u>. He  $\Box$  is personally known to me or  $\Box$  has produced a valid driver's license as identification.

Notary Public Maria Dellaum

My Commission Expires: 11/08) 2025

MARISA DOLLBAUM	
NOTARY PUBLIC, STATE OF NEW YORK	
Registration No. 01DO6424842	
Qualified in Orange County	
My Commission Expires 11	03/2025

## **CONSENT OF MORTGAGEE**

The undersigned being the current holder of a certain Mortgage recorded among the Public Records of Broward County, Florida in Instrument Number 118447305 encumbering the Easement Area does hereby consent to the terms of the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions and subordinates the aforesaid Mortgage to the legal operation and effect of the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions.

TIG ROMSPE TER MORTGAGE LP. an exempted C s limited partnership By:

Name: Joel Mickelson Title: Authorized Representative

Witness Printed Name: Vince Berry P.O. Address: 162 Cumberland Street, Suite 300 Toronto Ontario M5R 3N5

Hemedos

Witness Printed Name: <u>RNEA</u> <u>REMEDIOS</u> P.O. Address: 162 Cumberland Street, Suite 300 Toronto Ontario M5R 3N5

# PROVINCE OF ONTARIO

## CITY OF TORONTO

On the  $\underline{\mathcal{C}}^{\tau \mathcal{H}}$  day of December, 2024, before me, the subscriber, a Notary Public in and for the Province and City aforesaid, personally appeared Joel Mickelson, who acknowledged under oath, to my satisfaction, that this person signed, sealed and delivered the attached document as Authorized Representative of TIG ROMSPEN US MASTER MORTGAGE LP, an exempted Cayman Islands limited partnership, the company named in this document, and this document was signed and made by the company as its voluntary act and deed.

WITNESS my hand and seal the day and year aforesaid.



Notary Public My Commission Expires:

# EXHIBIT A

# PARCEL A LEGAL DESCRIPTION

#### TRACT 1:

BEGIN AT A POINT IN THE CENTER OF THE MAIN LINE TRACK OF THE SEABOARD AIR LINE RAILROAD COMPANY DISTANT 1,398 FEET SOUTH OF INTERSECTION OF SAID MAIN LINE AND THE CENTER LINE OF THE HAMMONDVILLE HIGHWAY; RUN THENCE EASTERLY AT A RIGHT ANGLE TO SAID MAIN LINE TRACT, 60 FEET TO A POINT OF BEGINNING; BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY SEABOARD AIR LINE RAILROAD COMPANY TO GOLD COAST PRODUCE AND PACKING COMPANY, INCORPORATED, BY DEED DATED FEBRUARY 23, 1955; RUN THENCE EASTERLY AT A RIGHT ANGLE TO SAID MAIN LINE TRACK AND ALONG THE SOUTHERLY LINE OF LAND OF GOLD COAST PRODUCE AND PACKING COMPANY, 156 FEET TO THE WESTERLY EDGE OF A PAVED DRIVEWAY; THENCE SOUTHERLY AND PARALLEL WITH SAID MAIN LINE TRACT, 400 FEET; THENCE WESTERLY AT A RIGHT ANGLE 156 FEET TO A POINT DISTANT 60 FEET MEASURED AT A RIGHT ANGLE FROM THE CENTER OF SEABOARD AIR LINE RAILROAD COMPANY'S MAIN TRACK, THENCE NORTHERLY PARALLEL WITH SAID MAIN TRACK 400 FEET TO THE POINT OF BEGINNING, BEING LOCATED IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST1/4 AND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

#### TRACT 2:

BEGIN AT A POINT IN THE CENTER OF THE MAIN LINE TRACT OF THE SEABOARD COAST LINE RAILROAD COMPANY DISTANT 1,796 FEET SOUTH OF INTERSECTION OF SAID MAIN LINE WITH THE CENTER LINE OF THE HAMMONDVILLE HIGHWAY; RUN THENCE EASTERLY AT A RIGHT ANGLE TO SAID MAIN LINE TRACK 60 FEET TO A POINT OF BEGINNING; RUN THENCE EASTERLY AT A RIGHT ANGLE TO SAID MAIN LINE TRACK 60 FEET TO THE WESTERLY EDGE OF A PAVED DRIVEWAY; THENCE SOUTHERLY AND PARALLEL WITH SAID MAIN LINE TRACK 500 FEET, MORE OR LESS TO THE NORTHERLY BOUNDARY OF THE RIGHT OF WAY OF THE POMPANO CANAL IN THE SOUTH LINE OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 34, 162 FEET, MORE OR LESS, TO A POINT DISTANT 60 FEET MEASURED AT A RIGHT ANGLE FROM THE CENTER OF SAID COMPANY'S MAIN TRACK; THENCE NORTHERLY AND PARALLEL WITH SAID MAIN TRACK 530 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 1.84 ACRES, MORE OR LESS, AND BEING LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (W1/2 OF SW 1/4 OF SE 1/4) AND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W1/2 OF SW 1/4 OF SE 1/4) AND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W1/2 OF SW 1/4 OF SW 1/4) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SEABOARD-ALL FLORIDA RAILWAY (PREDECESSOR IN RIGHT, TITLE, INTEREST AND ESTATE OF SAID COMPANY) BY H.W. MERRILL, ET UX., BY DEED DATED DECEMBER 10, 1938, RECORDED IN DEED BOOK 323, PAGE 199, PUBLIC RECORDS OF SAID BROWARD COUNTY.

EXCEPTING, HOWEVER, THAT PARCEL OF LAND HERETOFORE DEEDED TO THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 570.

#### AND

THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 34; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 5.70 FEET; THENCE RUN NORTHEASTERLY MAKING AN ANGLE OF 78° 08' 23" IN THE NORTHEAST QUADRANT FROM THE PRECEDING COURSE A DISTANCE OF 139.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 271.00 FEET; THENCE RUN SOUTHEASTERLY MAKING AN INCLUDED ANGLE OF 90° 00' 00" A DISTANCE OF 47.15 FEET; THENCE RUN SOUTHWESTERLY MAKING AN INCLUDED ANGLE OF 90° 00' 00" A DISTANCE

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OF 261.10 FEET; THENCE RUN WEST MAKING AN INCLUDED ANGLE OF 101° 51' 37" A DISTANCE OF 48.18 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINING 12,544 SQUARE FEET, MORE OR LESS, AS SHOWN ON PRINT OF SURVEY DATED JULY 13, 1962, REVISED AUGUST 10, 1962, PREPARED BY MCLAUGHLIN ENGINEERING CO., AS EVIDENCED BY ATTACHED DRAWING 1, AND BEING A PORTION OF THE LAND CONVEYED TO SEABOARD-ALL FLORIDA RAILWAY (PREDECESSOR IN RIGHT, TITLE, INTEREST AND ESTATE OF SEABOARD COAST LINE RAILROAD COMPANY) BY H. W. MERRILL, ET UX, BY DEED DATED DECEMBER 10, 1938, RECORDED IN DEED BOOK 323, PAGE 199, PUBLIC RECORDS OF SAID BROWARD COUNTY.

#### AND

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 5.7 FEET; THENCE NORTH WITH AN ANGLE OF 78° 08' 23" IN THE NORTHEAST QUADRANT AND PARALLEL TO SEABOARD COAST LINE RAILROAD COMPANY'S MAIN LINE TRACK A DISTANCE OF 61.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE AFORESAID COURSE A DISTANCE OF 78 FEET, THENCE EAST WITH AN INCLUDED ANGLE OF 101° 51' 37" A DISTANCE OF 129.76 FEET; THENCE SOUTH WITH AN INCLUDED ANGLE OF 78° 08' 23" A DISTANCE OF 78 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD; THENCE WEST WITH AN INCLUDED ANGLE OF 101°51'37" ALONG THE SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 129.76 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND BEING SHOWN ON PRINT OF SURVEY DATED DECEMBER 8, 1959, PREPARED BY MCLAUGHLIN ENGINEERING COMPANY, AS EVIDENCED BY ATTACHED DRAWING 2 AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SEABOARD-ALL FLORIDA RAILWAY (PREDECESSOR IN RIGHT, TITLE, INTEREST AND ESTATE OF SAID COMPANY) BY H. W. MERRILL, ET UX, BY DEED DATED DECEMBER 10, 1938, RECORDED IN DEED BOOK 323, PAGE 199, PUBLIC RECORDS OF SAID BROWARD COUNTY.

#### AND

A PORTION OF THE SOUTH ONE-HALF (\$1/2) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 34; THENCE WEST ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (SW1/4) A DISTANCE OF 5.7 FEET; THENCE NORTHERLY ALONG A LINE THAT IS 156 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF SEABOARD COAST LINE RAILROAD MAKING AN ANGLE OF 78° 08' 23" IN THE NORTHEAST QUADRANT A DISTANCE OF 410.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 89.93 FEET; THENCE SOUTHEASTERLY MAKING AN INCLUDED ANGLE OF 35° 35' 31" A DISTANCE OF 42.95 FEET; THENCE EASTERLY MAKING AN INCLUDED ANGLE OF 234° 24' 29" A DISTANCE OF 22.15 FEET; THENCE SOUTHERLY ALONG A LINE THAT IS 203.15 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID EAST RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD MAKING AN INCLUDED ANGLE OF 90°, A DISTANCE OF 55 FEET; THENCE WESTERLY MAKING AN INCLUDED ANGLE OF 90°, A DISTANCE OF 47.15 FEET TO THE POINT OF BEGINNING; CONTAINING 3030 SQUARE FEET, MORE OR LESS AND BEING SHOWN OUTLINED IN YELLOW ON PRINT OF SURVEY MADE BY MCLAUGHLIN ENGINEERING CO., DATED MAY 14, 1970.

LESS AND EXCEPT THAT PORTION FOR THE RIGHT-OF-WAY OF ATLANTIC BOULEVARD RIGHT-OF-WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP AS RECORDED IN BOOK 12, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

#### TRACT 3:

A PARCEL OF LAND IN THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA AS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF HAMMONDVILLE ROAD, AND THE CENTERLINE OF THE MAIN TRACK OF THE S.A.L. RAILROAD

THENCE SOUTH 10° 46' 40" WEST, ALONG THE CENTERLINE OF THE MAIN TRACK OF THE S.A.L. RAILROAD 1354.78 FEET, THENCE SOUTH 79° 13' 20" EAST, 216.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ON THE LAST DESCRIBED COURSE SOUTH 79° 13' 20" EAST, 351.83 FEET, THENCE SOUTH 10° 46' 40" WEST, PARALLEL WITH THE CENTERLINE OF THE MAINTRACK OF THE S.A.L. RAILROAD, 610.00 FEET, THENCE SOUTH 89° 01' 10" WEST, 229.76 FEET,

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THENCE SOUTH 10° 46' 40" WEST, PARALLEL WITH THE CENTERLINE OF THE MAINTRACK OF THE S.A.L. RAILROAD, 120.60 FEET, THENCE SOUTH 88° 49' 12" WEST, 81.55 FEET, THENCE NORTH 10° 46' 40" EAST, PARALLEL WITH THE CENTERLINE OF THE MAINTRACK OF THE S.A.L. RAILROAD, 316.10 FEET, THENCE NORTH 79° 13' 20" WEST, 22.15 FEET,

THENCE NORTH 24° 49' 07" WEST, 42.95 FEET, THENCE NORTH 10° 46' 40" EAST, PARALLEL WITH THE CENTERLINE OF THE MAINTRACK OF THE S.A.L. RAILROAD, 443.23 FEET TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN THE CITY OF POMPANO BEACH, FLORIDA, CONTAINING 227,046 SQUARE FEET (5.21 ACRES), MORE OR LESS.

End of the Alliance Site Legal Description

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# EXHIBIT B

#### PARCEL B LEGAL DESCRIPTION

Parcel A, of BW ANDREWS, according to the Plat thereof, recorded in Plat Book 183, Page 382, of the Public Records of Broward County, Florida.

#### ALSO BEING DESCRIBED AS:

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34; THENCE N.89°01'23"E. ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 609.15 FEET TO A POINT ON THE BASELINE OF SURVEY FOR ANDREWS AVENUE EXTENSION, AS RECORDED IN ROAD PLAT BOOK 14, PAGE 94 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE N.01°25'51 "W. ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 141.38 FEET; THENCE S.88°34'09"W., A DISTANCE OF 47.70 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID ANDREWS AVENUE EXTENSION, AS RECORDED IN OFFICIAL RECORD BOOK 41828, PAGE 330 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S.89°01'23"W. ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 814 (ATLANTIC BOULEVARD), AS RECORDED IN OFFICIAL RECORD BOOK 5444, PAGE 206 OF SAID PUBLIC RECORDS, A DISTANCE OF 44.13 FEET; THENCE S.00°58'37"E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 28.19 FEET; THENCE S.88°50'28"W. ALONG THE NORTH RIGHT-OF-WAY OF SAID STATE ROAD 814 (ATLANTIC BOULEVARD), AS RECORDED IN OFFICIAL RECORD BOOK 12285, PAGE 668 OF SAID PUBLIC RECORDS, A DISTANCE OF 369.07 FEET; THENCE N.10°47'39"E., A DISTANCE OF 146.45 FEET; THENCE N.89°01'24"E., A DISTANCE OF 229.83 FEET; THENCE N.10°47'39"E., A DISTANCE OF 610.00 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID ANDREWS AVENUE EXTENSION; THENCE \$.79°12'21"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 6.69 FEET; THENCE S.01°25'55"F. ALONG SAID RIGHT-OF-WAY LINE., A DISTANCE OF 77.82 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.12°07'16"W, A DISTANCE OF 51.20 FEET; THENCE S.01°25'55"E ALONG A LINE 12.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 223.32 FEET, THENCE S.38°12'02"E, A DISTANCE OF 20.05 FEET TO A POINT OF INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE; THENCE S.01°25'55"E ALONG SAID RIGHT-OF-WAY LINE., A DISTANCE OF 15.46 FEET; THENCE \$.10°06'13"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 54.43 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.86°40'16"E., A RADIAL DISTANCE OF 2,035.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 07°45'49", A DISTANCE OF 275.81 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT that portion of the above-described property dedicated for additional right-of-way by the Plat of BW ANDREWS, recorded in Plat Book 183, Page 382, of the Public Records of Broward County, Florida.



EXHIBIT C

# EXHIBIT D

# MAINTENANCE STANDARDS

Reinforced concrete slabs and structural asphalt shall be reasonably maintained and free of depressions and cracks. Maintenance by way of mill and overlay of roadway asphalt, saw cut or otherwise shall be installed by minimum 2 inches of asphalt on 6.0 inches of aggregate base.

Full replacement or reconstruction of all areas of the easement area, should be replaced with in kind and shall conform with the requirements of the Florida D.O.T. standard specifications latest version.

Florida D.O.T. Standard Specifications:

## MATERIALS:

A. ALL NEW AND ALTERED PAVEMENT IN SOUTHERN BLVD. SHALL REFER TO SHEET C-901 FOR FDOT PAVEMENT SECTIONS.

B. BASE COURSE SHALL BE ABC-3 PER F.D.O.T. SPECIFICATIONS. OR EQUALIVENT LIMEROCK THICKNESS W/ MIN. LBR-100. (MAX. 6" LIFTS). 15" LIME ROCK BASE COURSE IS RECOMMENDED BY THE LMO OVER COMPACTED SUBGRADE.

C. STRUCTURAL ASPHALT SHOULD BE A MINIMUM OF 3" SP-12.5 AND 1.5" OF FC-12.5 IN LIEU OF PROPOSED OR MATCH EXISTING ADJACENT PAVEMENT.

D. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6"  $\rm x$ 

6" NO. 6 GAUGE WIRE MESH.

#### INSTALLATION:

A. SUBGRADE FOR ROADWAY SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), TO A MIN. 12" AND SHALL HAVE A MINIMUM LBR 40.

B. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 6" PLACED IN ONE LIFT. BASE COURSE MATERIAL SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1000, UNLESS OTHERWISE INDICATED (OR LBR-100).

C. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.

D. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS (LATEST VERSION).

# EXHIBIT E TEMPORARY CONSTRUCTION EASEMENT

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