
LYONS COMMUNITY CENTER AND NORTH BROWARD PREPARATORY SCHOOL
PARKING AND TRAFFIC OPERATIONAL PLAN FOR SHARED ACCESS EASEMENT

Pursuant to that Amended and Restated Access Easement Agreement dated August 31, 2017, the owners of the Lyons Community Center ("Lyons") and the North Broward Preparatory School ("NBPS") agreed to the reasonable use of the Shared Access Easement. The Shared Access Easement is to "be used and enjoyed by each Owner and its Permittees in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on the properties benefitted by the Shared Access Easement, including, without limitation, public access to and from such properties." Further, the "use by the Lyons Property of the Shared Access Easement during the Lyons Property's peak hours of operation shall be adjusted so that such hours will not conflict with the peak use hours of North Broward Prep." To that end, the parties have agreed to the following operational plan to reduce, to the extent possible, conflicts with the use of the Shared Access Easement.

1. The peak afternoon usage of the Shared Access Easement by NBPS is between 3:30 PM and 4:00 PM on weekdays. Lyons agrees that it shall adjust and/or schedule class periods and/or events for the Lyons Community Center in order to avoid drop offs and pick-ups, or other traffic, during the NBPS Peak Use. Exiting vehicles from the Lyons Property will not be permitted to use the Shared Access Easement and will be directed to use the Lyons Road driveway only during the NBPS Peak Use.

2. The peak morning usage of the Shared Access by NBPS is between 7:30 AM and 8:30 AM on weekdays. In the event Lyons has events or drops offs at the Lyons Property during the peak morning hours, Lyons shall have at least two persons directing and assisting patrons as to where to drop off children and where to park to ensure efficient ingress into the Lyons Property. Patrons will be encouraged to exit the Lyons Property during the weekday mornings from the Lyons Road driveway.


3. During the first two (2) weeks of the NBPS school year, both Lyons and NBPS agree to allocate additional personnel and resources necessary to avoid vehicular conflicts within the Shared Access Easement.

4. Both parties acknowledge that the use of the Shared Access Easement by NBPS during the NBPS Peak Use is extremely heavy. Both parties acknowledge that it is in the best interest of both parties for Lyons to endeavor to schedule activities at the Lyons Community Center to avoid having its patrons enter or exit the Lyons Property during this time period. Notwithstanding the foregoing, at no time will access to the Lyons Property be prohibited, denied or prevented.


5. Both parties acknowledge that conflicts will be inevitable as neither party has control over its patrons and/or students. To that end, both parties agree to work cooperatively to resolve conflicts of a continuing nature or to address potential conflicts in advance. For instance, NBPS will have sporting events some evenings and Lyons will have church services on the weekends and some evenings. Each party will work with the other party to minimize conflicts during such events. Lyons hereby designates Geraldo Staziaki, whose phone number is 561-929-9068 (arquivo.portal@gmail.com) and NBPS designates Stu Kopels, Director of Operations, whose phone number is 954-247-0011 (stuart.kopels@nbps.com) to deal with matters pertaining to this Operation Plan. Each party may change its designated contact person upon written notice to the other party.

6. Lyons shall not allow the Shared Access Easement to be used for construction traffic during its initial construction. All of Lyons' construction vehicles shall be directed to use the Lyons Road driveway.

LYONS:
Lyons 7600, LLC


Name: *Geraldo Staziaki*
Title: *Manager*
12740 Yardley Drive
Boca Raton, FL 33428

NBPS:
BMOC MIA(FL), LLC


Name: *John K. Lehman*
Title: *MANAGING DIRECTOR*
1420 Rocky Ridge Drive, #100
Roseville, CA 95661

North Broward Preparatory School
7600 Lyons Road
Coconut Creek, FL 33073

May __, 2017

Lyons 7600, LLC
12740 Yardley Drive
Boca Raton, FL 33428

**Re: *Amended and Restated Access Easement Agreement between BMOC-MIA (FL) LLC
("North Broward") and 7600, LLC ("Lyons")***

Dear Sir or Madam:

As you are aware, we have negotiated an Amended and Restated Access Easement Agreement ("Agreement") that we both shall execute. As an additional inducement for Lyons to enter into the Agreement, North Broward has agreed to:

- (i) Cause a nationally recognized title insurance underwriter to issue to Lyons, at the sole cost and expense of North Broward, an Owner's Title Insurance Policy in the insured amount of \$115,000.00 for the 15 feet of abandoned property accreting to Lyons once the Plat has been recorded and the deeds required under the Agreement have been recorded.
- (ii) North Broward shall not oppose Lyons site plan application for an approximately 14,000 square foot community facility use, including day care and church use, as long as the peak hours of use for such facility affecting the shared access drive in the Agreement do not conflict with the peak use hours of North Broward affecting such access drive.
- (iii) North Broward shall reimburse Lyons its reasonable documented attorneys' fees and engineering costs associated with the preparation of the Agreement, not to exceed \$25,000.00. Lyons shall provide North Broward with an invoice and reasonable supporting documentation and North Broward shall promptly remit payment to Lyons or its counsel, Stephen Hoffman, Esq., within thirty (30) days of the receipt of the foregoing.
- (iv) Within ten (10) business days of recording the North Broward School Replat, North Broward shall submit a delegation request application to Broward County to create a separate Parcel B ownership tract upon the Plat for the 15 foot abandoned property owned by Lyons within the Plat limits.

If the foregoing accurately sets forth our agreement, kindly execute a copy of this Agreement in the space provided below and we both shall be bound by the terms hereof.

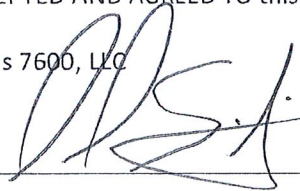
Sincerely,

BMOC-MIA (FL) LLC

By:  _____

ACCEPTED AND AGREED TO this 14 day of August, 2017.

Lyons 7600, LLC

By:  _____