Instr# 114597783 , Page 1 of 35, Recorded 09/01/2017 at 03:57 PM Broward County Commission

Prepared by and Return to: Gary S. Dunay, Esq. Dunay, Miskel and Backman, LLP 14 S.E. 4th Street, #36 Boca Raton, FL 33432

AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of August, 2017 by Lyons 7600, LLC, a Florida limited liability company ("Lyons"), whose mailing address is 12740 Yardley Drive, Boca Raton, FL 33428 and BMOC-MIA (FL) LLC, a Delaware limited liability company, whose mailing address is 1420 Rocky Ridge Drive, Suite 100, Roseville, CA 95661 ("North Broward Prep").

RECITALS

- A. Lyons is the owner of that certain real property situated in the City of Coconut Creek, County of Broward, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Lyons Property").
- B. North Broward Prep is the owner of that certain real property situated in the City of Coconut Creek, County of Broward, State of Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("North Broward Prep Property").
- C. On or about August 8, 2002, the predecessors in interest to Lyons and North Broward Prep entered into an unrecorded Non-Exclusive Joint Access Easement Agreement ("Old Easement") to provide for ingress and egress for both pedestrian and vehicular use over portions of the Lyons Property and the North Broward Prep Property and including NW 79th Court ("NW 79th") in order to provide access to and from such properties to Lyons Road, a publicly dedicated road right of way. NW 79th was abandoned by the City of Coconut Creek on June 24, 2004 via Ordinance No. 2004-018. Lyons and North Broward Prep desire to terminate the Old Easement and replace the Old

Easement with an easement containing rights of ingress and egress for pedestrian and vehicular use from Lyons Road to and from the Lyons Property and North Broward Prep Property as more particularly described on Exhibit "C" attached hereto ("Shared Access Easement Property").

- D. Contemporaneously with the execution of this Agreement, Lyons and North Broward Prep shall execute that certain plat North Broward School Replat ("Plat") and once the Plat is recorded in the public record of Broward County, Florida, the Plat effectively terminate and abandon NW 79th containing approximately thirty (30) feet in width and resulting in approximately fifteen (15) feet of NW 79th Court being added to the Lyons Property ("Lyons Share") and fifteen (15) feet of width being added to the North Broward Prep Property ("North Broward Prep Share"). Once the Plat is recorded thereby confirming the vacation of NW 79th Court, by the operation of law, the Lyons Share will automatically be added to the Lyons Property and the North Broward Prep Share will automatically be added to the North Broward Prep Property and (i) North Broward Prep shall execute a Quit Claim Deed in favor of Lyons conveying to Lyons any and all right, title and interest of North Broward Prep in the Lyons Share, and (ii) Lyons shall execute a Quit Claim Deed in favor of North Broward Prep conveying any and all right, title and interest of Lyons in the North Broward Prep Share.
- E. Simultaneously with the recording of the Quit Claim Deeds referenced in "D" above, Lyons and North Broward Prep desire to impose a non-exclusive perpetual easement over the Shared Access Easement Property ("Access Easement") and to establish certain covenants, conditions and restrictions with respect to the Access Easement for the mutual and reciprocal benefit and complement of the Lyons Property and the North Broward Prep Property, and the present and future owners, tenants, licensees, guests, invitees, customers and occupants thereof (collectively, the "Permitted Parties") on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, North Broward Prep and Lyons hereby terminate the Old Easement and declare, covenant and agree that the North Broward Prep Property and Lyons Property and all present and future owners of the North Broward Prep Property and Lyons

Property shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that such properties 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 Lyons and North Broward Prep and any and all successors or assigns of Owner as 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 "Permittees" shall mean the tenant(s) or occupant(s) of the Lyons Property or the North Broward Prep Property, as the case may be, 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).
 - (c) The term "Driveway Improvement Plan" shall mean the driveway improvement plan attached hereto as Exhibit "D" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Driveway Improvement Plan is for identification purposes only.

2. <u>Easement</u>.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, Lyons and North Broward Prep hereby declare, grant, establish, covenant and agree that the Lyons Property and the North Broward Prep Property and the Owners thereof, their respective successors, assigns and Permittees, shall be benefitted and burdened by the Shared Access Easement for reasonable access, ingress and egress over the Shared Access Easement Property in order to provide vehicular and pedestrian ingress and

egress to and from the Lyons Property and the North Broward Prep Property to and from Lyons Road.

- Grant of Additional Easement and Restriction. Lyon is the owner of that certain strip of land located east of the (i) Shared Access Easement Property and (ii) the gate on the North Broward Prep Property as more particularly described on Exhibit "E" attached hereto ("Additional Access Property"). Lyons hereby grants to North Broward Prep and its Permitees an exclusive access easement for pedestrian and vehicular traffic ("Additional Access Easement") provided that such Additional Access Property shall be maintained solely by North Broward Prep in the same manner and degree as the North Broward Prep Property. In additional Lyons recognizes and agrees that since the Additional Access Property lies east of the entry/exist gate to North Broward Prep Property and that such gate may be closed at the sole discretion of North Broward Prep, Lyons shall not be entitled to have access to the Additional Access Property.
- 2.2 <u>Indemnification</u>. Lyons and North Broward Prep having rights with respect to the Shared Access Easement granted hereunder shall indemnify and hold the Owner whose parcel is subject to the Shared Access Easement (and North Broward Prep shall indemnify Lyons from the use by North Broward Prep of the Additional Access Property) harmless from and against all 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 Lyons or North Broward Prep, as the case may be, their contractors, employees, agents, or others acting on behalf of such Owner with respect to the Shared Access Easement Property or the Additional Access Property.
- 2.3 Access Opening and Improvements for Shared Access Easement Property. The parties hereto acknowledge that the current road and access opening shall remain until the items (i)-(iii) below are obtained by Lyons and Lyons issues its Notice to Proceed to North Broward Prep. Upon receipt of such Notice to Proceed, the new access opening to the Shared Access Easement Property for the benefit

of the Lyons Property will be as shown on the Driveway Improvements Plan attached hereto as Exhibit "D" in substantially the location to be constructed ("Access Opening").

Once Lyons obtains the following with regard to the Lyons Property: (i) Driveway Improvement Plan approval for its intended improvements; (ii) building permits for the intended improvements and (iii) site work has commenced, Lyons shall notify North Broward Prep in writing to all parties listed in the notice section hereof("Notice to Proceed"). Upon receipt of the Notice to Proceed, North Broward Prep shall be required to make, at its sole cost and expense, the improvements and alterations to the Shared Access Easement Property as more particularly described on Exhibit "D" attached hereto ("Driveway North Broward Prep shall diligently Improvements"). pursue the construction of the Driveway Improvements to completion. North Broward Prep shall not be required to make any improvements on the Lyons Property other than the creation of the level grade transition required for the Access Opening on the Lyons Property. completion of the Driveway Improvements, North Broward Prep shall maintain all improvements constructed, including landscaping, within the Shared Access Easement Property in good condition and repair and consistent with other roadways located within the North Broward Prep Property, free from pot holes and debris. maintenance obligations shall include the repair and replacement of the road improvements and landscaping.

2.4 Reasonable Use of Easement.

The Shared Access Easement granted shall be used (a) 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 Access Easement, Shared including, without public access to limitation, and from properties. It is acknowledged that North Broward Prep currently has an access gate ("Gate") that is located west of the Access Opening. If the Gate is

closed in its current location and not moved east the Access Opening shown on the Driveway Improvements plan, then ingress and egress to and from the Lyons Property over the Shared Access Easement Property will be impaired. Accordingly, once North Broward Prep receives the Notice to Proceed, North Broward Prep shall either (i) keep the Gate open; or (ii) relocate the Gate so that the Gate is east of the Access Opening, in which case the Gate may be closed or utilized solely at the discretion of North Broward Prep. Nothing contained herein shall prevent either party hereto from granting utility easements within the Shared Access Easement provided that the party requesting the installation of the utilities shall (i) give the other party prior written notice of the type of utilities, the start date of construction, the length of time construction is to occur and the expected completion date; (ii) notwithstanding any other terms contained herein, pay for all costs of repairing the Shared Access Easement condition that existed prior to the installation of utilities; (iii) once construction commenced, it shall be diligently and continuously prosecuted to completion and shall be performed in such a way to minimize any impact to the ongoing operations of each property; and (iv) 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.

- (b) Once commenced, any construction undertaken in reliance upon the Shard Access Easement shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees.
- 2.5 <u>Termination of Old Easement</u>. Lyons and North Broward Prep hereby agree that the Old Easement is hereby terminated and shall be of no further force or effect.
- 2.6 <u>Quit Claim Deeds and Plat</u>. Simultaneously with the U:\WpDocs\North Broward Prep\Amended and Restated Access Agreement4

execution of this Agreement, North Broward Prep and Lyons shall execute Quit Claim Deeds in the forms attached hereto as Exhibits "E" and "F". In addition, North Broward Prep and Lyons shall execute and/or join in the Plat for the purpose of, among other reasons, subjecting their respective share of the NW 79th accreting to such Owner resulting from the abandonment of the NW 79th upon the recordation of the Plat.

- 3. Insurance. Throughout the term of this Agreement, Lyons and North Broward Prep 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 an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any, and naming the 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) as additional insureds.
- 4. <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 property.
- 5. No Implied Easements. No easement, except the easement expressly set forth in paragraph 2, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.
- 6. Remedies and Enforcement.
 - 6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants or conditions hereof, the other Owner 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.

- Self-Help. 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 (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), 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 as published in the Wall Street Journal from time to time, plus five percent (5%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, blockage or material impairment of the easement rights, an owner 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 five percent (5%), as above described.
- 6.3 No Termination For Breach. 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.
- 7. Term. 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 Clerk of Courts for Broward County 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 property burdened by the easement created herein.
- Miscellaneous.

- 8.1 Attorneys' Fees. In the event a party 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.
- 8.2 Amendment. 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, evidenced by a document that has been fully executed and acknowledged by all such record Owners, and recorded in the official records of the Clerk of Courts for Broward County, Florida.
- 8.3 <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, delayed or conditioned (unless such conditions are provided for herein). 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 under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing within forty-five (45) days of receipt by the party for whom the consent is sought. If no reply is given within such period, then the consent shall be deemed to have been given, provided that notice has been sent to all parties listed in the notice section hereof (as such parties may be amended from time to time upon written notice to the other party) for the party whose approval is sought.
- 8.4 <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.
- 8.5 <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.

- 8.6 Covenants to Run with Land. It is intended that the easements and covenants set forth herein shall run with the respective properties set forth herein and create equitable servitudes in favor of the real property benefitted 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.
- 8.7 <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 the Access Easement 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.
- 8.8 <u>Separability</u>. Each provision of this Agreement and the application thereof 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 more than one parcel 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.
- 8.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 8.10 Entire Agreement. 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 U:\WpDocs\North Broward Prep\Amended and Restated Access Agreement4

superseded hereby.

8.11 <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 to the then owner(s) of any affected parcel(s). Notice shall be deemed given upon receipt or refusal to accept delivery. Any party may change from time to time their respective address for notice hereunder by like notice to the other parcel owners. The parties to whom notices shall be sent currently are as follows:

Lyons:

7600 Lyons, LLC 12740 Yardley Drive Boca Raton, FL 33428 Attn: Geraldo Staziaki

with a copy to:

Stephen V. Hoffman, Esq. Hackleman, Olive & Judd, P.A. 2426 East Las Olas boulevard Fort Lauderdale, FL 33301

North Broward:

1420 Rocky Ridge Drive Suite 100 Roseville, CA 95661 Attn: John Lehman

with a copy to:

Scott Backman, Esq./Gary Dunay, Esq. Dunay, Miskel & Backman, LLP 14 Southeast 4th Street Suite 36
Boca Raton, FL 33432

Each party shall notify the other party in writing of any change to the foregoing notices.
U:\WpDocs\North Broward Prep\Amended and Restated Access Agreement4

- 8.12 <u>Governing Law; Venue</u>. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any litigation arising out of the terms of this Agreement shall be Broward County, Florida.
- 8.13 <u>Conflict</u>. In the event of any conflict between this Agreement and any other access agreement or any other encumbrance affecting the Lyons Property and the North Broward Prep Property, this Agreement shall prevail.
- 8.14 Further Assurance. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes as may be contemplated herein.

IN WITNESS WHEREOF, North Broward Prep and Lyons have executed this Agreement as of the date first written above.

{continued on next page}

Signed, Sealed and Delivered in
The Presence of:

Lyons 7600 LC

Signature

Printed Name

Name: Geral do

Title: M6R

Signature

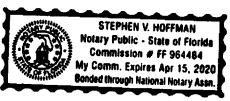
Signature

STATE OF FLORIDA COUNTY OF

day of May, 2017 by Goraldo Statick as Manage of Lyons 7600, LLC, a Florida limited liability company. He is personally known to me or produced a driver's license, as identification.

Notary Public

(continued on next page)



In Witness Of:
BMOC-MIA (FL) LLC, a Delaware limited liability company Witness #1 Printed Name Witness #2 Signature Cristal n Garcia Witness #2 Printed Name STATE OF FLORIDA NEW YOR COUNTY OF NEW YOR BMOC-MIA (FL) LLC, a Delaware limited liability company Name: Fip Biley Title: Vice President of W.P. Caray Inc., member of BMOC-MA (FL) LLC Member of BMOC-MA (FL) LLC
The foregoing instrument was acknowledged before me this day of the sold with of the sold w

LEAH SPECKHARD
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01SP6272781
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires November 26, 2020

EXHIBIT "A"

LYONS PROPERTY

All that part of the West 337.5 feet of Tract 25 in Block 83, of PALM BEACH FARMS, lying South of Hillsboro Canal, according to the Palm Beach Farms Company's Plat No. 3, recorded in Plat Book 2, at Pages 45 to 54 inclusive, of the Public Records of Palm Beach County, Florida. Less the West 15 feet thereof; said land situated, lying and being in Broward County, Florida.

EXHIBIT "B"

NORTH BROWARD PREP PROPERTY

PARCEL 'A', NORTH BROWARD SCHOOL PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

TOGETHER WITH:

A PORTION OF TRACTS 25, 28, 29, 30, 34, 37 AND 38, OF BLOCK 83, AND A PORTION OF ADJACENT RIGHT-OF-WAY , PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL 'A'; THENCE NOO°53'39"W, ALONG THE WEST LIMITS OF SAID PARCEL "A", 318.04 FEET; THENCE NO5°57'18"E, 100.62 FEET; THENCE NO0°53'39"W, 67.22 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, A RADIAL LINE TO SAID POINT BEARS N82°55'58"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2228.00 FEET AND A CENTRAL ANGLE OF 01°08'19", A DISTANCE OF 44.27 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE TO SAID POINT BEARS S81°47'39"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2372.00 FEET AND A CENTRAL ANGLE OF 02°10'03", A DISTANCE OF 89.73 FEET; THENCE N47°48'38"E, 39.97 FEET (THE PRECEDING SIX COURSES AND DISTANCE BEING COINCIDENT WITH THE WESTERLY LIMITS OF SAID PARCEL "A"); THENCE NO0°25'02"W, 45.00 FEET; THENCE N89°34'58"E, ALONG THE SOUTH LINE OF SAID TRACT 25, A DISTANCE OF 275.81 FEET; THENCE NO0°56'38"W, 210.37 FEET TO THE WESTERLY EXTENSION OF SAID PARCEL 'A'; THENCE N89°33'27"E, ALONG THE SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID PARCEL 'A', ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF THE HILLSBORO CANAL ACCORDING TO THE CENTRAL & SOUTH FLORIDA FLOOD CONTROL DISTRICT HILLSBORO CANAL RIGHT-OF-WAY MAP, SHEET 8 OF 14, REVISED 12/82, A DISTANCE OF 806.37 FEET; THENCE N89°37'32"E, ALONG THE SAID NORTH LINE OF PARCEL 'A', SAID SOUTH RIGHT-OF-WAY LINE OF HILLSBORO CANAL AND THE NORTH LINE OF SAID TRACT 28, BLOCK 83, A DISTANCE OF 1291.80 FEET; THENCE S02°00'24"E, ALONG THE EAST LINE OF THE WEST HALF OF SAID TRACTS 28 & 29, BLOCK 83, A DISTANCE OF 900.95 FEET; THENCE S89°37'09"W, ALONG THE SOUTH LINE OF SAID TRACT 29, BLOCK 83, A DISTANCE OF 472.20 FEET; THENCE S00°53'39"E, ALONG THE EAST LINE OF SAID TRACT 38, BLOCK 83, A DISTANCE OF 660.63 FEET; THENCE S89°35'56"W, ALONG THE U:\WpDocs\North Broward Prep\Amended and Restated Access Agreement4

SOUTH LINE OF SAID TRACTS 37 AND 38, BLOCK 83, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF N.W. 74TH STREET, 610.41 FEET; THENCE NO0°53'39"W, ALONG THE WEST LINE OF SAID TRACT 37, BLOCK 83, A DISTANCE OF 15.00 FEET; THENCE S89°36'39"W, ALONG A SOUTH LINE OF SAID PARCEL 'A', A DISTANCE OF 50.00 FEET; THENCE NO0°53'39"W, ALONG A WEST LINE OF SAID PARCEL 'A', A DISTANCE OF 645.70 FEET; THENCE S89°36'39"W, ALONG A SOUTH LINE OF SAID PARCEL 'A', A DISTANCE OF 660.11 FEET; THENCE S00°53'39"E, ALONG THE EAST LINE OF SAID TRACT 34, BLOCK 83, A DISTANCE OF 256.01 FEET; THENCE S89°36'39"W, ALONG THE SOUTH LINE OF THE NORTH 256 FEET OF SAID TRACT 34, BLOCK 83, A DISTANCE OF 330.04 FEET; THENCE NO0°53'39"W, ALONG THE WEST LINE OF SAID TRACT 34, BLOCK 83, A DISTANCE OF 256.01 FEET; THENCE S89°36'39"W, ALONG A SOUTH LINE OF SAID PARCEL 'A', A DISTANCE OF 330.01 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

THE RIGHT-OF-WAY OF NW 79TH COURT, BEING DESCRIBED AS: COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" OF SAID THE NORTH BROWARD SCHOOL PLAT, THENCE NO0°53'39"W, ALONG THE WEST LIMITS OF SAID PARCEL "A", 318.04 FEET; THENCE NO5°57'18"E, 100.62 FEET; THENCE NO0°53'39"W, 67.22 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, A RADIAL LINE TO SAID POINT BEARS N82°55'58"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2228.00 FEET AND A CENTRAL ANGLE OF 01°08'19", A DISTANCE OF 44.27 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2372.00 FEET AND A CENTRAL ANGLE OF 02°10'03", A DISTANCE OF 89.73 FEET; THENCE N47°48'38"E, 39.97 FEET TO THE POINT OF BEGINNING (THE PRECEDING SIX COURSES AND DISTANCE BEING COINCIDENT WITH THE WESTERLY LIMITS OF SAID PARCEL "A"); THENCE NO0°25'02"W, 45.00 FEET TO THE NORTH LINE OF SAID 30 FOOT RIGHT-OF-WAY LYING SOUTH OF TRACT 25, BLOCK 83 OF SAID THE PALM BEACH FARMS CO. PLAT NO. 3; THENCE N89°34'58"E, ALONG SAID NORTH LINE, 598.33 FEET TO A WEST LINE OF PARCEL "A" OF SAID THE NORTH BROWARD SCHOOL PLAT; THENCE S00°56'38"E, ALONG SAID WEST LINE, 30.00 FEET; THENCE S89°34'58"W, ALONG THE SOUTH LINE OF SAID 30 FOOT RIGHT-OF-WAY AND ALONG A NORTH LINE OF SAID PARCEL "A", 38.32 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE, CONCAVE TO THE WEST (A RADIAL LINE TO SAID POINT BEARS NO0°50'04"W); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 188.50 FEET (THE PRECEDING THREE COURSES AND DISTANCES BEING COINCIDENT WITH THE U:\WpDocs\North Broward Prep\Amended and Restated Access Agreement4

BOUNDARY OF SAID PARCEL "A"); THENCE S89°09'56"W, ALONG THE SOUTHERLY LIMITS OF SAID ADDITIONAL RIGHT-OF-WAY TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 31014, PAGE 641 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 31.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 83°24'05", A DISTANCE OF 87.34 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 82°59'02", A DISTANCE OF 28.97 FEET; THENCE S89°34'58"W, 209.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.00 FEET AND A CENTRAL ANGLE OF 60°28'42", A DISTANCE OF 72.83 FEET TO A POINT ON A NORTH LINE OF SAID PARCEL "A" (THE PRECEDING FIVE COURSES AND DISTANCES BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF SAID ADDITIONAL RIGHT-OF-WAY TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 31014, PAGE 641 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA); THENCE S89°34'58"W, ALONG THE NORTH LINE OF SAID PARCEL "A", 180.61 FEET TO THE POINT OF BEGINNING.

Said lands lying in the City of Coconut Creek, Broward County, Florida.

EXHIBIT "C"

SHARED ACCESS EASEMENT PROPERTY
Attach a sketch and description

SKETCH AND DESCRIPTION INGRESS / EGRESS EASEMENT

A PORTION OF SECTIONS 31 & 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST

CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Sections 31 & 32, Township 47 South, Range 42 East also being a portion of of PALM BEACH FARMS Co. PLAT NO. 3, as recorded in Plat Book 2, Page 45—54, according to the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Parcel "A", THE NORTH BROWARD SCHOOL PLAT, according to the Plat thereof as recorded in Plat Book 163, Page 19, of the Public Records of Broward County, Florida; thence S89'33'27"W, along the south right-of-way line of the Hillsboro Canal, 322.52 feet; thence S00'56'38"E, 210.37 feet; thence S89'34'58"W, 102.83 feet to the POINT OF BEGINNING; thence S00'21'09"E, 61.12 feet; thence S89'38'51"W, 35.00 feet; thence N76'29'11"W, 46.30 feet; thence S89'29'44"W, 98.67 feet to a point on the east right-of-way line of Lyons Road; thence N47'48'38"E, along said east right-of-way line, 7.64 feet; thence N00'25'02"W, along said east right-of-way line, 45.00 feet; thence N89'34'58"E. a distance of 172.98 feet to the POINT OF BEGINNING.

Said land lying in Broward County, Florida and contains 9,298 square feet, more or less.

SURVEYOR'S REPORT:

- 1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
- No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
- 3. The land description shown hereon was prepared by the Surveyor.
- 4. Bearings shown hereon are assumed based on the south right—of—way line of Hillsboro Canal having a bearing of S89'33'27"W.
- 5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
- Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right—of—Way; sq.ft. = Square Feet.

CERTFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J—17.050 through 5J—17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: <u>6/14/2017</u>

JOHN T. DOOGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC.

L.B. No. 3300

REVISIONS
REVISED 06-14-17 KS8

AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com

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JOB#:	5729-85
SCALE:	1" = 40'
DATE:	05/16/2017
BY:	KSB
CHECKED:	J.T.D.
F.B	PG
SHEET:	1 OF 2

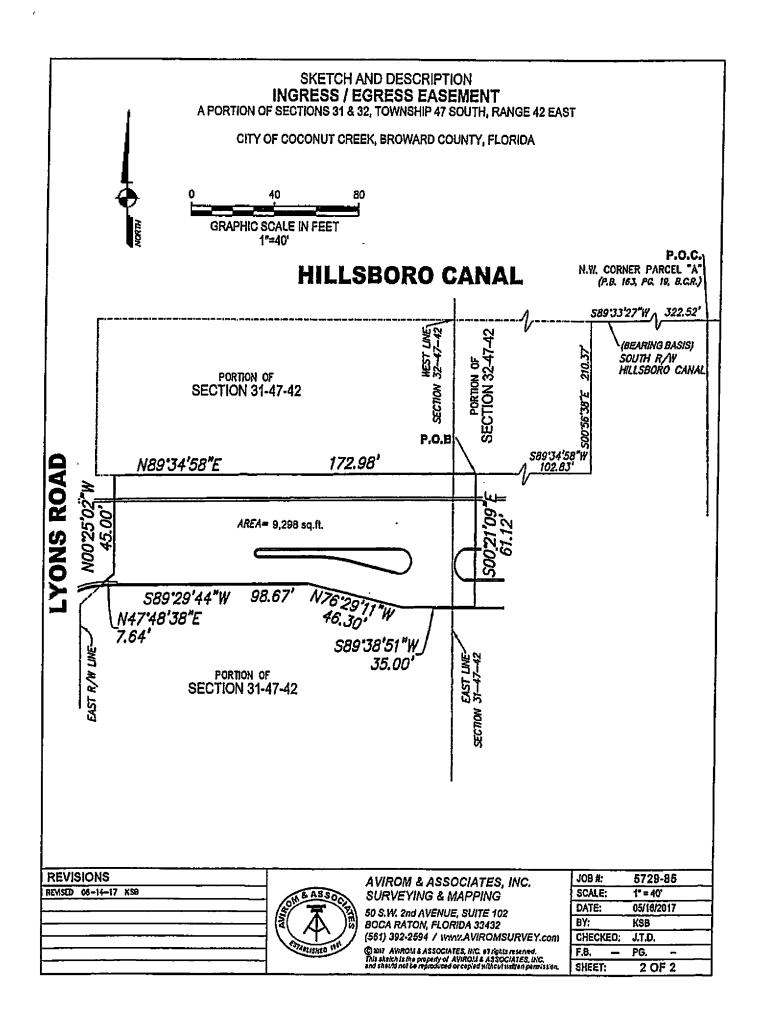


EXHIBIT "D"

DRIVEWAY IMPROVEMENTS PLAN

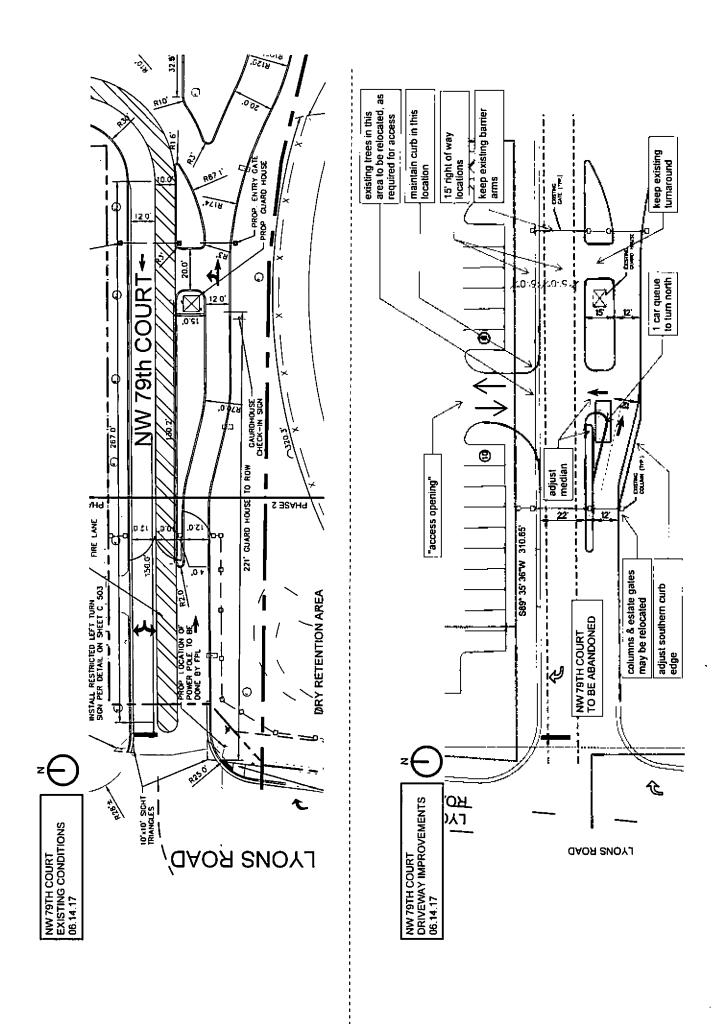


EXHIBIT "E"

QUIT CLAIM DEED FROM NORTH BROWARD PREP

RECORD AND RETURN TO: Gary S. Dunay, Esq. Dunay, Miskel and Backman, LLP 14 SE 4th Street, #36 Boca Raton, FL 33432

Folio No.

THIS QUIT CLAIM DEED executed this 4 day of Accest , 2017 by Lyons 7600, LLC, a Florida limited liability company, whose post office address is 12740 Yardley Drive, Boca Raton, FL 33428, hereinafter called the Grantor and BMOC-MIA (FL) LLC, a Delaware limited liability company, whose mailing address is 1420 Rocky Ridge Drive, Suite 100, Roseville, CA 95661, hereinafter called the Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$10.00 in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

See Exhibit "A" Attached Hereto

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor hereunto set Grantor's hand and seal the day and year first above written.

(continued on next page)

Witness #1/ Sygnature

Witness #1/ Sygnature

Witness #1/ Printed Name

Witness #2/ Sygnature

Witness #2/ Printed Name

Witness #2/ Printed Name

Lyons 7600 LLC, a Florida limited liability company

Name: Grand 5 ta Hah.

Title: MGR

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me this day of taziak:

Lyons 7600, LLC, a Florida limited liability company, who is personally known to me or who produced a driver's license as identification.

STEPHEN V. HOFFMAN

Notary Public - State of Florida

Commission # FF 964484

My Comm. Expires Apr 15, 2020

Bonded through National Notary Assn.

EXHIBIT "A"

. . . .

SKETCH AND DESCRIPTION SOUTH 15' OF FORMER NW 79TH COURT

A PORTION OF SECTIONS 31 & 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST

CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Sections 31 & 32, Township 47 South, Range 42 East, also being a portion of of PALM BEACH FARMS Co. PLAT NO. 3, as recorded in Plat Book 2, Page 45—54, according to the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Parcel "A", THE NORTH BROWARD SCHOOL PLAT, according to the Plat thereof as recorded in Plat Book 163, Page 19, of the Public Records of Broward County, Florida; thence S89'33'27"W, along the south right—of—way line of the Hillsboro Canal, 322.52 feet; thence S00'56'38"E, 225.37 feet to the POINT OF BEGINNING; thence continue S00'56'38"E, 15.00 feet; thence S89'34'58"W, 276.08 feet; thence N00'25'02"W, along the east right—of—way line of Lyons Road, 15.00 feet; thence N89'34'58"E, a distance of 275.94 feet to the POINT OF BEGINNING.

Said land lying in Broward County, Florida and contains 4,140 square feet, more or less.

SURVEYOR'S REPORT:

- 1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
- 2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
- 3. The land description shown hereon was prepared by the Surveyor.
- 4. Bearings shown hereon are assumed based on the south right—of—way line of the Hillsboro Canal having a bearing of S89°33°27"W.
- 5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
- 6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; P.G. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right-of-Way; SQ.FT. = Square Feet.

CERTFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 5/19/2017

JOHN T. DOOGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC. L.B. No. 3300

REVISIONS
REVISED 05/19/17 KSB

AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432

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JOB#:	5729-85B
SCALE:	1" = 50'
DATE:	05/16/2017
BY:	KS8
CHECKED:	J.T.D.
F.B. —	PG
SHEET:	1 OF 2

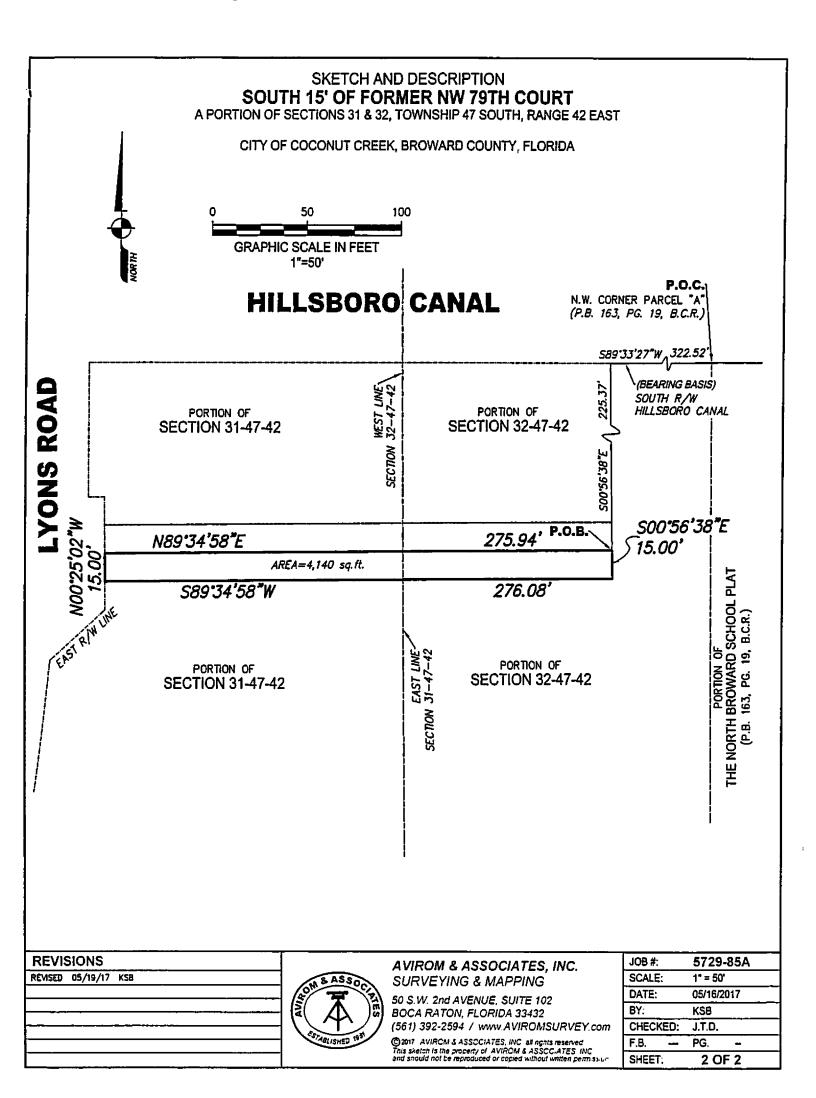


EXHIBIT "F"

QUIT CLAIM DEED FROM LYONS

RECORD AND RETURN TO: Gary S. Dunay, Esq. Dunay, Miskel and Backman, LLP 14 SE 4th Street, #36 Boca Raton, FL 33432

Folio No.

THIS QUIT CLAIM DEED executed this day of which will be a decomposed of the control of the contr

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$10.00 in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

See Exhibit "A" Attached Hereto

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor hereunto set Grantor's hand and seal the day and year first above written.

{continued on next page}

In Witness Of:

Witness #1 Signature

JESSILA MARTIN

Witness #1 Printed Name

Witness #2 Signuture

Witness #2 Printed Name

BMOC-MIA (FL) LLC, a Delaware limited liability company

By: WPC HOLDCO LLC, a Maryland limited liability company, its sole member

ACKNOWLEDGMENT

By: W. P. CAREY INC., a Maryland corporation, its sole member

By:

Name: Nicolas Isham

Title: Director

STATE OF NEW YORK)

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 22 day of _______, 2017, by Nicolas Isham, as Director of W. P. Carey Inc., a Maryland corporation, and the sole member of WPC HOLDCO LLC, a Maryland limited liability company, and the sole member of BMOC-MIA (FL) LLC, a Delaware limited liability company, on behalf of the company.

)

(NOTARY SEAL)

November 26, 2020

Notary Public for State of Nay You

My commission expires:

LEAH SPECKHARD
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01SP6272781
Qualified in Queens County
Certificate Filed in New York County
My Commission Explies November 26, 2020

EXHIBIT "A"

SKETCH AND DESCRIPTION NORTH 15' OF FORMER NW 79th COURT

A PORTION OF SECTIONS 31 & 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST

CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Sections 31 & 32, Township 47 South, Range 42 East, also being a portion of of PALM BEACH FARMS Co. PLAT NO. 3, as recorded in Plat Book 2, Page 45—54, according to the Public Records of Palm Beach County, Florida, being more particularly described as follows:

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Said land lying in Broward County, Florida and contains 4,138 square feet, more or less.

SURVEYOR'S REPORT:

- 1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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- 6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right-of-Way; SQ.FT. = Square Feet.

CERTFICATION:

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JOHN T. DOCGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC. L.B. No. 3300

AVIROM & ASSOCIATES, INC.

50 S.W. 2nd AVENUE. SUITE 102 BOCA RATON FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com

SURVEYING & MAPPING

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JOB#:	5729-85A
SCALE:	1" = 50'
DATE:	05/16/2017
BY:	KSB
CHECKED:	J.T.D.
f.B. —	PG
SHEET:	1 OF 2

REVISIONS

REVISED 05/19/17 KSB



