

Prepared by and Return to:

Harvey Mattel, Esquire  
633 South Federal Highway, 8<sup>th</sup> Floor  
P.O. Box 14723  
Fort Lauderdale, Florida 33302-4723  
Telephone: 954.763.5095

**DRAFT**

**MUTUAL NON-EXCLUSIVE CROSS ACCESS AND PARKING EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE CROSS ACCESS AND PARKING EASEMENT AGREEMENT, ("Easement Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between JBC INVESTMENTS, INC., a Florida Corporation, having its principal place of business at 1051 Northwest 3<sup>rd</sup> Street, Hallandale, Florida 33009, ("West Property Owner"), and MASSAR MANAGEMENT, LLC, a Delaware limited liability company, having its principal place of business at 1037 Hallandale Beach Boulevard, Hallandale, Florida 33009, ("East Property Owner").

**WITNESSETH:**

**WHEREAS**, West Property Owner is the owner of the property described in Exhibit "A" attached hereto and made a part hereof, ("West Property"), upon which exists warehouse, office, flex space and parking; and

**WHEREAS**, East Property Owner is the owner of the property described in Exhibit "B" attached hereto and made a part hereof, ("East Property"), upon which exists warehouse, office, flex space and parking; and

**WHEREAS**, West Property Owner and East Property Owner desire to grant each other a mutual non-exclusive easement, on, over, across and upon portions of both the West Property and East Property, described in Exhibit "C" attached hereto and made a part hereof, ("Easement Property"), for pedestrian and vehicular access, ingress and egress.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto intending to be legally bound, do hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.
2. Easements. West Property Owner and East Property Owner hereby grant to each other and their respective successors and assigns, the following non-exclusive easements for the mutual benefit of their respective property upon the terms and conditions set forth herein collectively ("Mutual Easements").

- 2.1 Ingress and Egress Easement. A mutual non-exclusive easement in, on, over and across and upon the streets, access roads, driveways and sidewalks located on the Easement Property for the purposes of providing pedestrian and vehicular access, ingress and egress and for the use and benefit of both the West Property and the East Property.

TO HAVE AND TO HOLD the above described Easements unto the West Property Owner and the East Property Owner and their respective successors and assigns for the "Term" (as hereinafter defined) of this Easement Agreement. The Easements herein granted touch and concern and run with the land and shall be binding upon the parties, their successors and assigns.

3. Easement Terms.

- 3.1 Maintenance and Lighting. The West Property and the East property Owner shall, at their sole cost and expense, maintain the portion of the Easement Property, respectively owned by them, in a state of good repair at all times during the Term of this Easement Agreement, including without limitation, all cleaning, re-surfacing, replacing, striping, repairing of pavement and curbing and replacing of directional signs so that the improvements shall at all times meet the standards used for such property in the Broward County area.
- 3.2 Traffic Control - Temporary and Partial Closure. In connection with the maintenance and repair of improvements situated in such areas, the West Property Owner and the East Property Owner may temporarily close portions of the streets, access roads, driveways and parking areas located on the Easement Property; provided that the work shall be accomplished with reasonable diligence and continuity and with adequate traffic control so as to keep any interruptions to a minimum.
- 3.3 Liability Insurance. During the term of this Easement Agreement West property Owner and East Property Owner shall each maintain public liability and property damage insurance with indemnity coverages and with a combined liability limit of Two Million Dollars (\$2,000,000.00) and property damage limits of not less than One Hundred Thousand Dollars (\$100,000.00) for each policy, insuring against all of their respective liabilities of their respective invitees, employees, customers or agents, arising out of the use of the Easement areas. Each the West property Owner and the East property owner shall be responsible for all premiums due with respect to their respective policies. Each policy shall name the other party and its mortgagees as additional insureds. Each party shall provide the other with a certificate from its insurer (a) evidencing that its policy is in full force and effect; and (b) providing that unless the parties who are named additional insureds shall have been given thirty (30) days advance written notice, such insurance policy shall not be cancelled and shall continue to be in full force and effect.

The amounts of insurance coverage required under the terms of this Paragraph 3.3 shall be adjusted on the fifth (5<sup>th</sup>) anniversary date hereof and every fifth (5<sup>th</sup>) anniversary date thereafter to such amounts as West Property Owner and East Property Owner shall mutually agree are reasonable in light of monetary inflation and the potential liability which may be incurred as a result of the use of the Easement areas and Easements hereunder. In the event West Property Owner and East Property Owner cannot mutually agree upon acceptable increases in the insurance coverage required under this

Paragraph 3.3, then the parties hereto shall have such matter resolved through the use of binding arbitration, conducted in Broward County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as in effect from time to time. The final determination of the arbitrator(s) shall be final and binding on all parties and there shall be no appeal for such determination. During any such arbitration proceeding, the existing insurance coverage required hereunder shall be maintained in full force and effect.

- 3.4 Taxes. West Property Owner and East Property Owner shall pay all real estate taxes, special and general assessments, and other governmental impositions and charges of every kind and nature whatsoever levied and assessed against the Easement areas, respectively owned by them. West Property Owner and East Property Owner shall deliver, upon written request, copies of receipts evidencing such payment to each other or their successors and assigns not less than thirty (30) days before those taxes and/or assessments would become delinquent under applicable law.
- 3.5 Indemnity. Each party ("Indemnifying Party") hereby respectively indemnifies and holds harmless the other party hereto ("Indemnified Party"), its successors and assigns, from and against any and all loss, cost, expense, damage, claim, cause of action or liability, including, but not limited to, reasonable attorneys' and paralegals' fees and costs through all trial, appellate, post-judgment proceedings, resulting from or in any way related to an Indemnifying Party's use of the Easement Property owned by the Indemnified Party.
- 3.6 Term. The Easements granted herein shall be perpetual.
4. Miscellaneous.
- 4.1 No Dedication. This Easement Agreement shall not be construed, expressly or by implication, as dedication to the public for public use.
- 4.2 Agreement. This Easement Agreement embodies and constitutes the entire understanding between West Property Owner and East Property Owner with respect to the Easements contemplated herein and all prior contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Easement Agreement.
- 4.3 Amendments. Neither this Easement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by both West Property Owner and East Property Owner, or their respective successors and assigns.
- 4.4 Notices. If a party desires to give notice or make payment of any sums of money hereunder to the other or make tender thereof to the other, such notice or tender shall be in writing and addressed to the party for whom it is intended at the address shown above. The notice, payment or tender may be deposited in the United States mail, certified or registered mail, return receipt requested, with postage prepaid, sent by Federal Express or comparable overnight mail service, or sent by telephone facsimile

transmission, provided that the original of the copy of that transmission be mailed by regular mail. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice, and in the case of facsimile transmission, upon the transmission of the facsimile to the party to whom it was addressed, provided that evidence of that facsimile showing proper transmission be available upon request by the party to whom the facsimile was sent.

- 4.5 Default. The breach of a covenant by any party is a default by that party. No party shall be deemed to be in default under this Easement Agreement unless and until the alleged defaulting party shall have received written notice of default and shall have failed to cure the default within twenty (20) days after receipt of such notice.
- 4.6 Remedies. If any party fails to cure its default within the time period described herein (after receiving notice as required by paragraph 4.5), the non-defaulting party shall have all rights and remedies available at law and/or in equity. Under no circumstances may this Easement Agreement be terminated by any party without proper written consent of the other, even is a party is in default hereunder.
- 4.7 Attorneys' Fees and Costs; Waiver of Trial by Jury. In connection with any litigation or arbitration arising out of this Easement Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs through trial, appellate and post-judgment proceedings and arbitration proceedings. Each of the parties hereto hereby waives the right to a trial by jury.
- 4.8 Binding Effect. The covenants contained in this Easement Agreement are not personal, but shall run with the land and shall be blnding upon and inure to the benefit of the parties hereto and their respective successors and assigns Including, but not limited to, the tenants, subtenants and assignees of any lease or sublease of each of the parties hereto.
- 4.9 Authority to Sign. By affixing their signatures below, any person signing this Easement Agreement on behalf of the West Property Owner and the East Property Owner, warrants and represents that he or she has full authority to do so.
- 4.10 No Third Party Beneficiary. This Easement Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provision hereof relating to successors and assigns, and not other person or entity will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Easement Agreement as a third party beneficiary.
- 4.11 Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**West Property Owner:**

JBC Investments, Inc., a Florida  
corporation

By: \_\_\_\_\_  
Alan Grosman, Vice President

DRAFT

**Address:**

1051 Northwest 3<sup>rd</sup> Street  
Hallandale, Florida 33009

**East Property Owner:**

Massar Management, LLC, a Delaware  
Limited liability company

By: \_\_\_\_\_  
Alma Socherman, President

DRAFT

**Address:**

1037 Northwest 3<sup>rd</sup> Street  
Hallandale, Florida 33009

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

STATE OF FLORIDA     )  
  ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2012, by Alan Grosman, as Vice President of JBC Investments, Inc., who is personally known to me (yes or no) or who have produced \_\_\_\_\_ (type of identification), No. \_\_\_\_\_, as identification and who did not take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed/Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA     )  
  ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2012, by Alma Socherman, as President of Massar Management, LLC, who is personally known to me (yes or no) or who have produced \_\_\_\_\_ (type of identification), No. \_\_\_\_\_, as identification and who did not take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed/Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

Exhibit "A"	Legal Description of West Property
Exhibit "B"	Legal Description of East Property
Exhibit "C"	Legal Description of Easement Property



# ERNEST W. DUNCAN LAND SURVEYING, INC.

521 SE 5TH COURT  
POMPANO BEACH, FL. 33060

-REPORT OF SURVEY-

PHONE: (954) 571-5552  
FAX: (954) 827-0535

Sheet 1 of 2

## BOUNDARY SURVEY

NOT FULL AND COMPLETE WITHOUT  
ATTACHED MAP OF SURVEY

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

WEST

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST; THENCE ON A BEARING OF NORTH 01° 58' 36" WEST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, A DISTANCE OF 446.66 TO THE SOUTHEAST CORNER OF THE NORTH 65 FEET OF THE OF THE SOUTH THREE-QUARTERS OF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST; THENCE SOUTH 87° 34' 04" WEST A DISTANCE OF 232.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87° 34' 04" WEST A DISTANCE OF 267.40 FEET TO THE WEST LINE OF THE EAST 500 FEET OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 01° 58' 36" WEST ALONG SAID WEST LINE A DISTANCE OF 165.00 FEET TO THE NORTH LINE OF THE SOUTH 100 FEET OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 87° 34' 04" EAST ALONG SAID NORTH LINE A DISTANCE OF 265.79 FEET; THENCE SOUTH 02° 32' 08" EAST A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 43,986 SQUARE FEET/ 1.0098 ACRES MORE OR LESS

FLOOD ZONE INFORMATION	CERTIFY TO:
FLOOD ZONE: AE	<b>EXHIBIT A</b> page 1 of 2
BASE FLOOD EL.: 8'	
COMMUNITY/PANEL/SUFFIX: 125110 0318 F	
DATE OF FIRM: 3/2/94	
DATE OF FIRM INDEX: 7/17/95	

### SURVEYORS NOTES:

- |   |   |
|---|---|
| <p>1. ANGLES SHOWN ARE AS MEASURED.</p> <p>2. BENCHMARK REFERENCE:<br/>B.M. NO            ELEV.<br/>N.G.V.D. OF 1929</p> <p>3. MINIMUM LINEAR ACCURACY OBTAINED:<br/>1 FOOT IN 7,500 FEET AS REQUIRED FOR<br/>A SUBURBAN SURVEY</p> <p>4. NO TITLE INFORMATION WAS SUPPLIED OR REVIEWED<br/>IN THE PREPARATION OF THIS SURVEY WITH THE<br/>EXCEPTION OF THE LEGAL DESCRIPTION</p> | <p>5. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND<br/>IMPROVEMENTS, OVERHEAD UTILITIES, (POWERLINES, ETC)<br/>FOUNDATIONS OR WETLANDS.</p> <p>6. EASEMENTS SHOWN HEREON ARE PER THE PLAT.</p> <p>7. SURVEYOR HAS MADE NO RESEARCH OF THE PUBLIC<br/>RECORDS. THERE MAY BE ADDITIONAL RESTRICTIONS<br/>NOT SHOWN HEREON THAT MAY BE FOUND IN THE<br/>PUBLIC RECORDS.</p> <p>8. THIS SURVEY IS FOR TITLE INSURANCE PURPOSES ONLY.<br/>DO NOT USE FOR CONSTRUCTION PURPOSES.</p> |
|---|---|

### LEGEND:

A/C    * AIR CONDITIONER SLAB	MON.    * MONUMENT	R        * RADIUS
A.E.    * ANCHOR EASEMENT	M4.    * MANHOLE	REC.    * RECORD
ASPH.    * ASPHALT	N & D    * NAIL AND DISK	RES.    * RESIDENCE
B.C.R.    * BROWARD COUNTY RECORDS	N.G.V.D. * NATIONAL GEODETIC VERTICAL DATUM	R/W    * RIGHT OF WAY
B.E.    * BUFFER EASEMENT	NR        * NON RADIAL TO CURVE	RAD.    * RADIUS
B.L.C.D. * BUILDING	N.T.S.    * NOT TO SCALE	R.P.    * RADIUS POINT
B.M.    * BENCHMARK	N & TT    * NAIL AND TIN TAG	RGE.    * RANGE
C        * CALCULATED	*        * NUMBER	SEC.    * SECTION
C.L.    * CENTERLINE	NO.        * NUMBER	S.F.    * SQUARE FOOT
C.B.    * CATCH BASIN	O/S        * OFFSET	SWK.    * SIDEWALK
CHON    * CONCRETE MONUMENT	OH        * OVERHEAD	S.I.R.    * SET IRON ROD
C.B.S.    * CONCRETE BLOCK STRUCTURE	OHU        * OVERHEAD UTILITIES	T.R.    * TELEPHONE RISER
C.B.W.    * CONCRETE BLOCK WALL	OVH        * OVERHANG	TWP.    * TOWNSHIP
CH        * CHORD	Q.R.B.    * OFFICIAL RECORD BOOK	U.E.    * UTILITY EASEMENT
CH.B.    * CHORD BEARING	P.B.        * PLAT BOOK	U.P.    * UTILITY POLE
CLR      * CLEAR	P.B.C.R.    * PALM BEACH COUNTY RECORDS	W.F.    * WOOD FENCE
CL.F.    * CHAIN LINK FENCE	P.G.        * PAGE	W.M.    * WATER METER
C.M.E.    * CANAL MAINTENANCE EASEMENT	P.V.H.T.    * PAVEMENT	W.V.    * WATER VALVE
C.D.    * CLEAN OUT	P/L        * PROPERTY LINE	ELEV.    * ELEVATION
CONC.    * CONCRETE	P.C.        * POINT OF CURVATURE	ENC.    * ENCROACHMENT
CP        * CONCRETE UTILITY POLE	P.C.C.    * POINT OF COMPOUND CURVATURE	ENG.    * FIRE HYDRANT
C.S.    * CONCRETE SLAB	P.C.P.    * PERMANENT CONTROL POINT	F.H.    * FOUND IRON PIPE
CTV      * CABLE TELEVISION	P.R.C.    * POINT OF REVERSE CURVATURE	F.I.R.    * FOUND IRON ROD
D        * DELTA (CENTRAL ANGLE)	P.T.        * POINT OF TANGENCY	F.F.E.    * FINISH FLOOR ELEVATION
D.C.R.    * DADE COUNTY RECORDS	P.O.B.    * POINT OF BEGINNING	FND.    * FOUND
D.E.    * DRAINAGE EASEMENT	P.O.C.    * POINT OF CURVATURE	FIRM    * FLOOD INSURANCE RATE MAP
D.M.E.    * DRAINAGE MAINTENANCE EASEMENT	PROP. COR. * PROPERTY CORNER	L        * LENGTH OF CURVE
E.O.V.    * EDGE OF WATER	P.R.H.    * PERMANENT REFERENCE MONUMENT	L.E.    * LANDSCAPE EASEMENT
E.J.B.    * ELECTRIC JUNCTION BOX	P.L.S.    * PROFESSIONAL LAND SURVEYOR	L.B.E.    * LANDSCAPE BUFFER EASEMENT
E.T.P.    * ELECTRIC TRANSFORMER PAD	P.S.M.    * PROFESSIONAL SURVEYOR AND MAPPER	L.P.    * LIGHT POLE
F.E.M.A. * FEDERAL EMERGENCY MANAGEMENT AGENCY		L.M.E.    * LAKE MAINTENANCE EASEMENT
		L.S.    * LICENSED SURVEY BUSINESS
		L.S.    * LICENSED SURVEYOR
		M        * MEASURED DISTANCE

UPDATES/REVISIONS	DATE	ERNEST W. DUNCAN PROFESSIONAL SURVEYOR AND MAPPER No. LS 5187 STATE OF FLORIDA NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
FIELD WORK PERFORMED ON	5/8/12	
Job No. MS0257	Field Book NA	Page

# ERNEST W. DUNCAN LAND SURVEYING, INC.

521 SE 5TH COURT  
POMPANO BEACH, FL. 33060

- MAP OF SURVEY -

PHONE: (754) 264-2166  
FAX: (954) 827-0535

NOT FULL AND COMPLETE WITHOUT ATTACHED REPORT OF SURVEY  
Sheet 2 of 2 Job No. MS0257 Scale: 1" = 60'

DATE OF SURVEY 5/8/12

BOUNDARY SURVEY

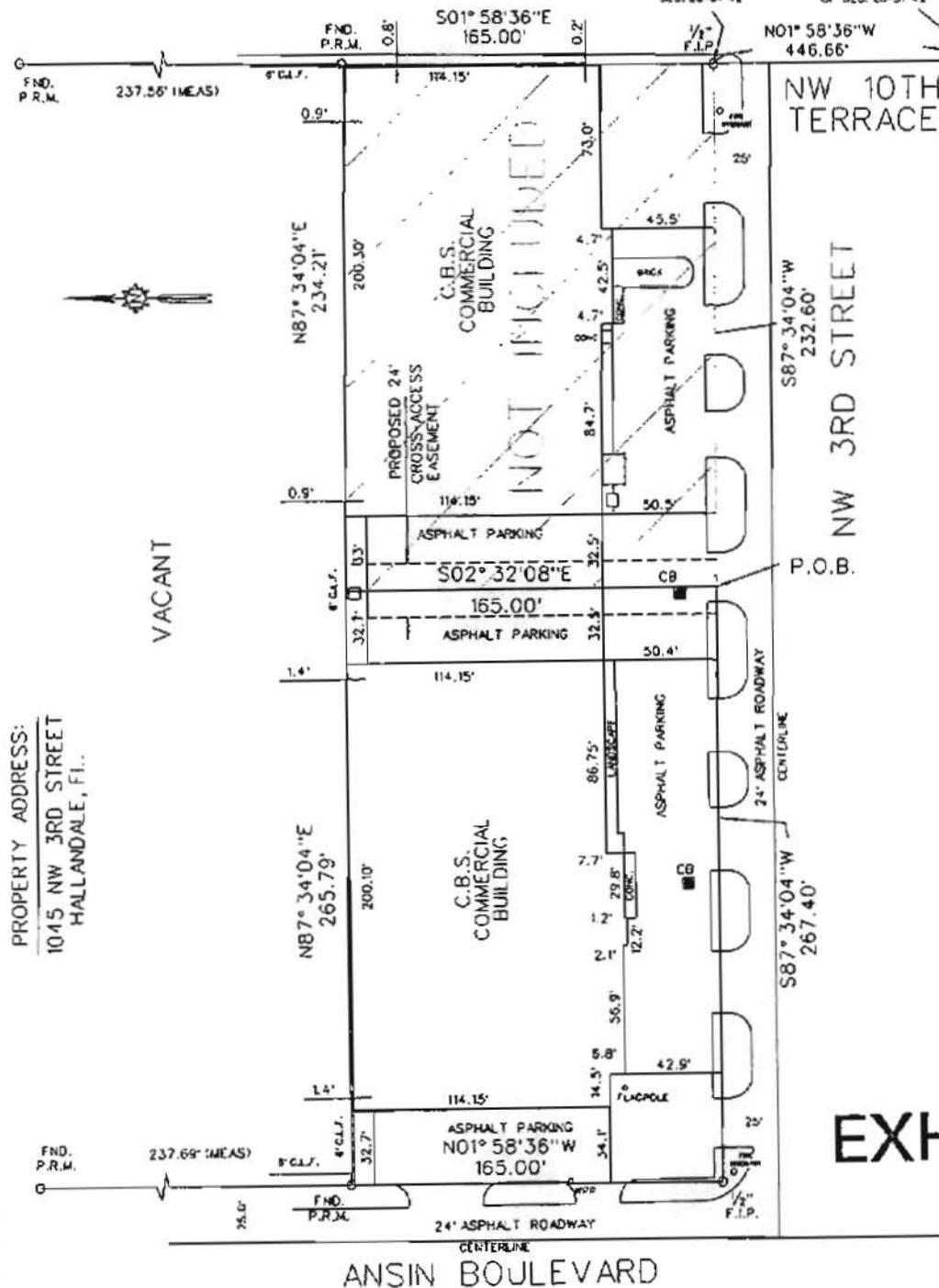
WEST

HALLANDALE BEACH BOULEVARD

ERNEST W. DUNCAN  
PROFESSIONAL SURVEYOR AND MAPPER No. LS 5182  
STATE OF FLORIDA  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

SE CORNER OF  
NORTH 85° OF  
S 3/4 NW 1/4  
NW 1/4 OF  
SEC. 28-51-42

P.O.C.  
SE CORNER OF  
NW 1/4  
OF NW 1/4  
OF SEC. 28-51-42



PROPERTY ADDRESS:  
1045 NW 3RD STREET  
HALLANDALE, FL.

EXHIBIT A page 2 of 2

# ERNEST W. DUNCAN LAND SURVEYING, INC.

521 SE 5TH COURT  
POMPANO BEACH, FL. 33060

-REPORT OF SURVEY-

PHONE: (954) 571-5552  
FAX: (954) 827-0535

Sheet 1 of 2 BOUNDARY SURVEY NOT FULL AND COMPLETE WITHOUT ATTACHED MAP OF SURVEY

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EAST

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SAID LANDS SITUATE AND BEING IN THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 38,511 SQUARE FEET/ .884 ACRES MORE OR LESS.

FLOOD ZONE INFORMATION	CERTIFY TO:
FLOOD ZONE: AE	
BASE FLOOD EL.: 8'	
COMMUNITY/PANEL/SUFFIX: 125110 0318 F	
DATE OF FIRM: 3/2/94	
DATE OF FIRM INDEX: 7/17/95	

EXHIBIT B page 1 of 2

**SURVEYORS NOTES:**

- |   |   |
|---|---|
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|---|---|

**LEGEND:**

<p>A/C    AIR CONDITIONER SLAB</p> <p>A.E.    ANCHOR EASEMENT</p> <p>ASPH.    ASPHALT</p> <p>B.C.R.    BROWARD COUNTY RECORDS</p> <p>B.E.    BUFFER EASEMENT</p> <p>B.L.G.G.    BUILDING</p> <p>B.M.    BENCHMARK</p> <p>C    CALCULATED</p> <p>C<sub>1</sub>    CENTERLINE</p> <p>C.B.    CATCH BASIN</p> <p>CHOK    CONCRETE MONUMENT</p> <p>C.B.S.    CONCRETE BLOCK STRUCTURE</p> <p>C.B.W.    CONCRETE BLOCK WALL</p> <p>CH    CHORD</p> <p>C.H.B.    CHORD BEARING</p> <p>CLR    CLEAR</p> <p>C.L.F.    CHAIN LINK FENCE</p> <p>C.M.E.    CANAL MAINTENANCE EASEMENT</p> <p>C.O.    CLEAN OUT</p> <p>CONC.    CONCRETE</p> <p>CP    CONCRETE UTILITY POLE</p> <p>C.S.    CONCRETE SLAB</p> <p>CTV    CABLE TELEVISION</p> <p>Q    DELTA (CENTRAL ANGLE)</p> <p>D.C.R.    DADE COUNTY RECORDS</p> <p>D.E.    DRAINAGE EASEMENT</p> <p>D.M.E.    DRAINAGE MAINTENANCE EASEMENT</p> <p>E.O.V.    EDGE OF WATER</p> <p>E.J.B.    ELECTRIC JUNCTION BOX</p> <p>E.T.P.    ELECTRIC TRANSFORMER PAD</p> <p>F.E.M.A.    FEDERAL EMERGENCY MANAGEMENT AGENCY</p>	<p>M.C.M.    MONUMENT</p> <p>M.H.    MANHOLE</p> <p>N &amp; D    NAIL AND DISK</p> <p>N.G.V.D.    NATIONAL GEODETTIC VERTICAL DATUM</p> <p>NH    NON RADIAL TO CURVE</p> <p>N.T.S.    NOT TO SCALE</p> <p>N &amp; TT    NAIL AND TIN TAG</p> <p>N    NUMBER</p> <p>NO.    NUMBER</p> <p>O/S    OFFSET</p> <p>OH    OVERHEAD</p> <p>OHU    OVERHEAD UTILITIES</p> <p>OVH    OVERHAND</p> <p>O.R.B.    OFFICIAL RECORD BOOK</p> <p>P.B.    PLAT BOOK</p> <p>P.B.C.R.    PALM BEACH COUNTY RECORDS</p> <p>P.C.    PAGE</p> <p>P.V.H.T.    PAVEMENT</p> <p>P/L    PROPERTY LINE</p> <p>P.C.    POINT OF CURVATURE</p> <p>P.C.C.    POINT OF COMPOUND CURVATURE</p> <p>P.C.P.    PERMANENT CONTROL POINT</p> <p>P.R.C.    POINT OF REVERSE CURVATURE</p> <p>P.T.    POINT OF TANGENCY</p> <p>P.O.B.    POINT OF BEGINNING</p> <p>P.O.C.    POINT OF CURVATURE</p> <p>PROP. COR.    PROPERTY CORNER</p> <p>P.R.M.    PERMANENT REFERENCE MONUMENT</p> <p>P.L.S.    PROFESSIONAL LAND SURVEYOR</p> <p>P.S.M.    PROFESSIONAL SURVEYOR AND MAPPER</p>	<p>R    RADIUS</p> <p>REC.    RECORD</p> <p>RES.    RESIDENCE</p> <p>R/W    RIGHT OF WAY</p> <p>RAD.    RADIUS</p> <p>R.P.    RADIUS POINT</p> <p>RGE.    RANGE</p> <p>SEC.    SECTION</p> <p>S.F.    SQUARE FOOT</p> <p>SMK.    SIDEWALK</p> <p>S.I.R.    SET IRON ROD</p> <p>T.R.    TELEPHONE RISER</p> <p>TWP.    TOWNSHIP</p> <p>U.E.    UTILITY EASEMENT</p> <p>UP.    UTILITY POLE</p> <p>W.F.    WOOD FENCE</p> <p>W.M.    WATER METER</p> <p>W.V.    WATER VALVE</p> <p>ELEV.    ELEVATION</p> <p>ENC.    ENCROACHMENT</p> <p>F.H.    FIRE HYDRANT</p> <p>F.I.P.    FOUND IRON PIPE</p> <p>F.I.R.    FOUND IRON ROD</p> <p>F.F.E.    FINISH FLOOR ELEVATION</p> <p>F.N.D.    FOUND</p> <p>FIRM    FLOOD INSURANCE RATE MAP</p> <p>L    LENGTH OF CURVE</p> <p>L.E.    LANDSCAPE EASEMENT</p> <p>L.S.E.    LANDSCAPE BUFFER EASEMENT</p> <p>L.P.    LIGHT POLE</p> <p>L.M.E.    LAKE MAINTENANCE EASEMENT</p> <p>L.S.    LICENSED SURVEY BUSINESS</p> <p>L.S.    LICENSED SURVEYOR</p> <p>M    MEASURED DISTANCE</p>
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UPDATES/REVISIONS	DATE	
FIELD WORK PERFORMED ON	5/8/12	
Job No. MS0257	Field Book NA	Page

ERNEST W. DUNCAN  
 PROFESSIONAL SURVEYOR AND MAPPER No. LS 5182  
 STATE OF FLORIDA  
 NOT VALID WITHOUT THE SIGNATURE AND  
 THE ORIGINAL RAISED SEAL OF A FLORIDA  
 LICENSED SURVEYOR AND MAPPER.

# ERNEST W. DUNCAN LAND SURVEYING, INC.

521 SE 5TH COURT  
POMPANO BEACH, FL. 33060

-MAP OF SURVEY-

PHONE: (754) 264-2166  
FAX: (954) 827-0535

NOT FULL AND COMPLETE WITHOUT ATTACHED REPORT OF SURVEY  
Sheet 2 of 2 Job No. MS0257 Scale: 1" = 60'

DATE OF SURVEY 5/8/12

## BOUNDARY SURVEY EAST

ERNEST W. DUNCAN  
PROFESSIONAL SURVEYOR AND MAPPER No. LS 5182  
STATE OF FLORIDA

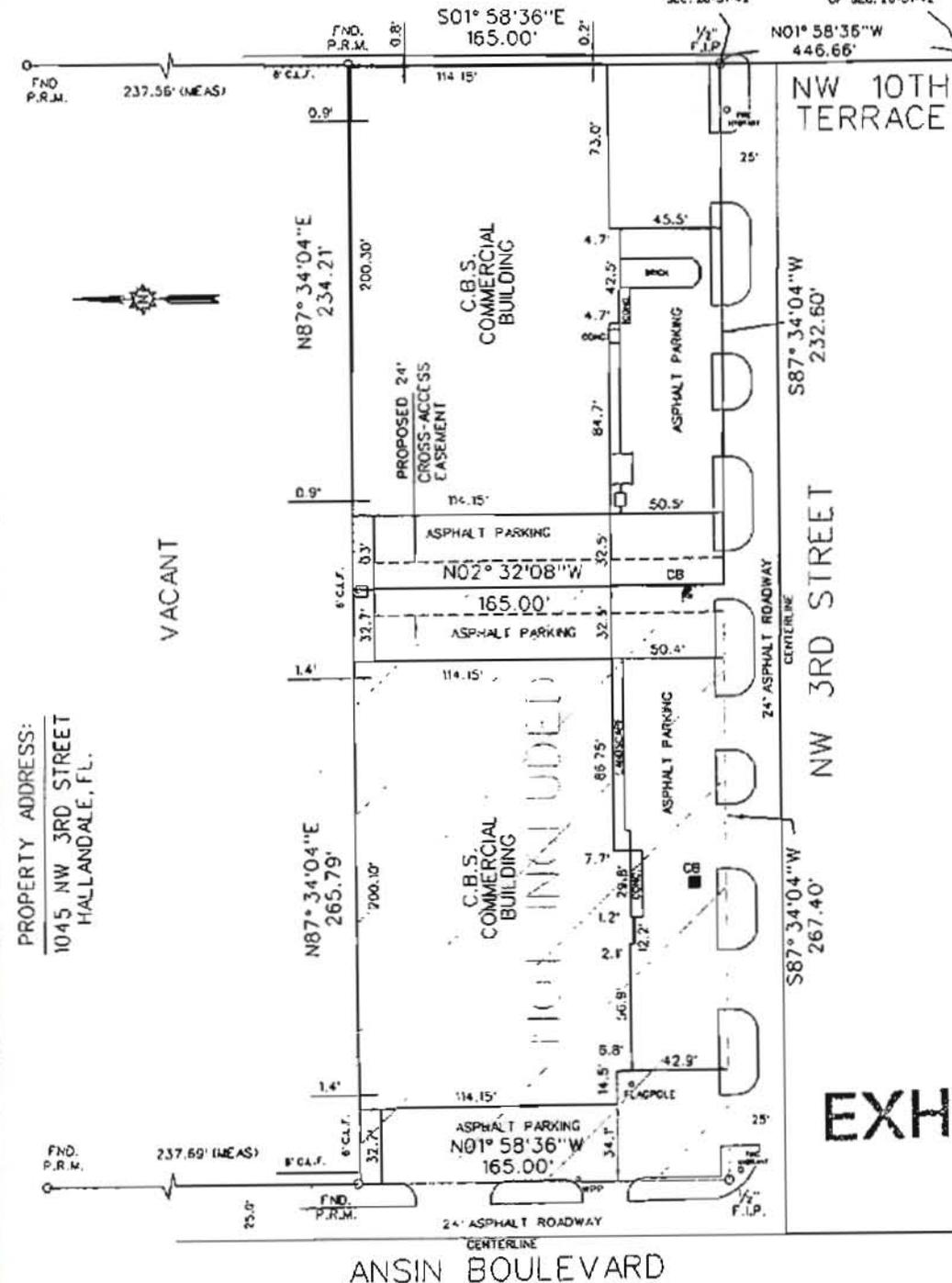
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

P.O.B.

SE CORNER OF  
NORTH 85' OF  
S 3/4 NW 1/4  
NW 1/4 OF  
SEC. 28-51-42

P.O.C.

SE CORNER OF  
NW 1/4  
OF NW 1/4  
OF SEC. 28-51-42



**EXHIBIT B** page 2 of 2

# ERNEST W. DUNCAN LAND SURVEYING, INC.

521 SE 5TH COURT  
POMPANO BEACH, FL. 33060

SKETCH & DESCRIPTION

PHONE: (954) 571-5552  
FAX: (954) 827-0535

## 24' WIDE CROSS ACCESS EASEMENT NOT FULL AND COMPLETE WITHOUT ATTACHED SHEET 2

Sheet 1 of 2

A 24 FOOT WIDE CROSS ACCESS EASEMENT, CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:  
A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 28,  
TOWNSHIP 51 SOUTH, RANGE 42 EAST, SAID PARCEL OF LAND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE  
NORTHWEST ONE-QUARTER OF SAID SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST;  
THENCE ON A BEARING OF NORTH 01°58'36" WEST ALONG THE EAST LINE OF SAID NORTHWEST  
ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, A DISTANCE OF 446.66 TO THE SOUTHEAST CORNER  
OF THE NORTH 65 FEET OF THE OF THE SOUTH THREE-QUARTERS OF OF THE NORTHWEST ONE-QUARTER  
OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST; THENCE  
SOUTH 87°34'04" WEST A DISTANCE OF 232.60 FEET TO THE POINT OF BEGINNING OF SAID 24' WIDE CROSS  
ACCESS EASEMENT; THENCE NORTH 02°32'08" WEST A DISTANCE OF 165.00 FEET TO THE POINT OF TERMINUS.

SAID LANDS SITUATE AND BEING IN THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA

EXHIBIT *C* page 1 of 2

### SURVEYORS NOTES:

1. BEARINGS ARE REFERENCED TO THE PLAT OF LAKESIDE SHOPPES PLAT  
AS RECORDED IN PLAT BOOK 133 AT PAGE 23, BROWARD COUNTY  
PUBLIC RECORDS. REFERENCE BEARING N01°58'36" W ALONG  
THE CENTERLINE OF NW 10TH TERRACE.

### LEGEND:

<ul style="list-style-type: none"> <li>A/C * AIR CONDITIONER SLAB</li> <li>A.E. * ANCHOR EASEMENT</li> <li>ASPH. * ASPHALT</li> <li>B.C.R. * BROWARD COUNTY RECORDS</li> <li>B.E. * BUFFER EASEMENT</li> <li>BLDG. * BUILDING</li> <li>B.M. * BENCHMARK</li> <li>C * CALCULATED</li> <li>CL * CENTERLINE</li> <li>C.B. * CATCH BASIN</li> <li>CMON * CONCRETE MONUMENT</li> <li>C.B.S. * CONCRETE BLOCK STRUCTURE</li> <li>C.B.W. * CONCRETE BLOCK WALL</li> <li>CH. * CHORD</li> <li>CH.B. * CHORD BEARING</li> <li>CLR * CLEAR</li> <li>CL.F. * CHAIN LINK FENCE</li> <li>C.M.E. * CANAL MAINTENANCE EASEMENT</li> <li>C.O. * CLEAN OUT</li> <li>CONC. * CONCRETE</li> <li>CP * CONCRETE UTILITY POLE</li> <li>C.S. * CONCRETE SLAB</li> <li>CTV * CABLE TELEVISION</li> <li>DA * DELTA (CENTRAL ANGLE)</li> <li>D.C.R. * DADE COUNTY RECORDS</li> <li>D.E. * DRAINAGE EASEMENT</li> <li>D.M.E. * DRAINAGE MAINTENANCE EASEMENT</li> <li>E.C.V. * EDGE OF WATER</li> <li>E.J.B. * ELECTRIC JUNCTION BOX</li> <li>E.T.P. * ELECTRIC TRANSFORMER PAD</li> <li>F.E.M.A. * FEDERAL EMERGENCY MANAGEMENT AGENCY</li> </ul>	<ul style="list-style-type: none"> <li>MON. * MONUMENT</li> <li>M.H. * MANHOLE</li> <li>N &amp; D * NAIL AND DISK</li> <li>N.G.V.D. * NATIONAL GEODETIC VERTICAL DATUM</li> <li>NR * NON RADIAL TO CURVE</li> <li>N.T.S. * NOT TO SCALE</li> <li>N &amp; T * NAIL AND TIN TAB</li> <li>* * NUMBER</li> <li>NO. * NUMBER</li> <li>O/S * OFFSET</li> <li>OH * OVERHEAD</li> <li>OHU * OVERHEAD UTILITIES</li> <li>OHV * OVERHANG</li> <li>O.R.B. * OFFICIAL RECCRD BOOK</li> <li>P.B. * PLAT BOOK</li> <li>P.B.C.R. * PALM BEACH COUNTY RECORDS</li> <li>P.D. * PAGE</li> <li>P.V.K.T. * PAVEMENT</li> <li>P.L. * PROPERTY LINE</li> <li>P.C. * POINT OF CURVATURE</li> <li>P.C.C. * POINT OF COMPOUND CURVATURE</li> <li>P.C.P. * PERMANENT CONTROL POINT</li> <li>P.R.C. * POINT OF REVERSE CURVATURE</li> <li>P.T. * POINT OF TANGENCY</li> <li>P.O.B. * POINT OF BEGINNING</li> <li>P.O.C. * POINT OF CURVATURE</li> <li>PROP. COR. * PROPERTY CORNER</li> <li>P.R.M. * PERMANENT REFERENCE MONUMENT</li> <li>P.L.S. * PROFESSIONAL LAND SURVEYOR</li> <li>P.S.M. * PROFESSIONAL SURVEYOR AND MAPPER</li> </ul>	<ul style="list-style-type: none"> <li>R * RADIUS</li> <li>REC. * RECORD</li> <li>RES. * RESIDENCE</li> <li>R/W * RIGHT OF WAY</li> <li>RAO. * RADIUS</li> <li>R.P. * RADIUS POINT</li> <li>RGE. * RANGE</li> <li>SEC. * SECTION</li> <li>S.F. * SQUARE FOOT</li> <li>SWK. * SIDEWALK</li> <li>S.I.R. * SET IRON ROD</li> <li>T.R. * TELEPHONE RISER</li> <li>TWP. * TOWNSHIP</li> <li>U.E. * UTILITY EASEMENT</li> <li>U.P. * UTILITY POLE</li> <li>W.F. * WOOD FENCE</li> <li>W.M. * WATER METER</li> <li>W.V. * WATER VALVE</li> <li>ELZY. * ELEVATION</li> <li>ENC. * ENCROACHMENT</li> <li>F.H. * FIRE HYDRANT</li> <li>F.I.P. * FOUND IRON PIPE</li> <li>F.I.R. * FOUND IRON ROD</li> <li>F.F.E. * FINISH FLOOR ELEVATION</li> <li>FOUN. * FOUND</li> <li>FIRM * FLOOD INSURANCE RATE MAP</li> <li>L * LENGTH OF CURVE</li> <li>L.E. * LANDSCAPE EASEMENT</li> <li>L.B.E. * LANDSCAPE BUFFER EASEMENT</li> <li>L.P. * LIGHT POLE</li> <li>L.M.E. * LAKE MAINTENANCE EASEMENT</li> <li>L.S. * LICENSED SURVEY BUSINESS</li> <li>L.S. * LICENSED SURVEYOR</li> <li>M * MEASURED DISTANCE</li> </ul>
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UPDATES/REVISIONS	DATE	
EASEMENT PREPARATION	5/8/12	
<small>ERNEST W. DUNCAN PROFESSIONAL SURVEYOR AND MAPPER No. LS 5182 STATE OF FLORIDA</small>		
<small>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</small>		
Job No. MS0257	Field Book NA	Page

# ERNEST W. DUNCAN LAND SURVEYING, INC.

521 SE 5TH COURT  
POMPANO BEACH, FL. 33060

SKETCH & DESCRIPTION

PHONE: (754) 264-2166  
FAX: (954) 827-0535

NOT FULL AND COMPLETE WITHOUT SHEET 1

Sheet 2 of 2

Job No. MS0257

Scale: 1" = 60'

## 24' WIDE CROSS ACCESS EASEMENT

DATE 5/8/12

ERNEST W. DUNCAN  
PROFESSIONAL SURVEYOR AND MAPPER No. LS 5182  
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

SE CORNER OF  
NORTH 65° OF  
S 3/4 100' x  
100' OF  
SEC 28-51-42

P.O.C.  
SE CORNER OF  
NW 1/4  
OF NW 1/4  
OF SEC. 28-51-42

N01° 58' 36" W  
446.66'

HALLANDALE BEACH BOULEVARD

NW 10TH  
TERRACE

NW 3RD STREET

VACANT

PROPOSED 24'  
CROSS-ACCESS  
EASEMENT

P.O.B.

N02° 32' 08" W

165.00'

24' ASPHALT ROADWAY  
CENTERLINE

N87° 34' 04" E  
265.79'

S87° 34' 04" W  
267.40'

S87° 34' 04" W  
232.60'

237.55' (MEAS)



PROPERTY ADDRESS:  
1045 NW 3RD STREET  
HALLANDALE, FL.

FND  
P.R.M.

237.69' (MEAS)

15.0'

24' ASPHALT ROADWAY  
CENTERLINE

ANSIN BOULEVARD

EXHIBIT C page 2 of 2