

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

**DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this ____ day of _____, 2014, by CPAC OAKLAND UNIVERSITY, LLC, a Florida limited liability company (the "Owner"), whose mailing address is 2121 Ponce De Leon Boulevard, Suite 1250, Coral Gables, FL 33134.

RECITALS

- A. The Owner is the Owner of that certain real property situated in the City of Sunrise ("City"), County of Broward, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Project").
- B. The Project consists of four (4) Parcels more particularly described on Exhibits "B", "C", "D" and "E", respectively and attached hereto and incorporated herein by reference ("Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4", respectively, collectively the "Parcels").
- C. The Owner desires to impose certain easements upon the Parcels and to establish certain covenants, conditions and restrictions with respect to said properties for the mutual and reciprocal benefit and complement of the Parcels 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, the Owner hereby declares, covenants and agrees that the Parcels and all present and future Owners 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 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. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean CPAC Oakland University, LLC 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 "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 "B", "C", "D" and "E" and any future subdivisions thereof, if any.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of the Parcels, 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).
- (d) The term "Common Area" shall mean those portions of the Parcels that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, Driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (e) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "F" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.
- (f) The term "Driveway" shall mean that driveway and related

driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

- (g) The term "Dumpster" shall mean that certain dumpster and related dumpster improvements including enclosures, fences, screens as located on the Site Plan adjacent to Parcel 3 on the southern boundary of Parcel 1.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owner hereby declares, grants, establishes, covenants and agrees that the Parcels, and the Owner, its successors, assigns and Permittees of the Parcels, shall be benefitted and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of such Parcels.

- (a) An easement for reasonable access, ingress and egress over all paved Driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of the Parcels so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;
- (b) An easement upon, under, over, above and across the Common Areas of the Parcels for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas indicated on the Site Plan. The storm water detention areas, if any, indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith shall be hereinafter called the "Water Detention and

Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners of the Parcels. Each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

- (c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel).

(d) An easement for the benefit of the Parcel 3 Owner, its tenants, licensees and/or agents to (i) access to and from the Dumpster located adjacent to Parcel 3 along the southern boundary of Parcel 1 (as same may be relocated with the approval of the City); and (ii) to dispose of trash, refuse and garbage ("Dumpster Easement"). This Dumpster Easement shall be construed broadly to allow the Parcel 3 Owner the same rights as the Parcel 1 Owner to utilize the Dumpster to deposit all forms of trash.

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 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 opening(s) and access point(s) contemplated between the Parcels for use of the Driveway, are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said

business, and the receipt or delivery of merchandise in connection therewith.

- (b) The Water Detention and Drainage Facilities installed pursuant to the easements granted in paragraph 2.1 (b) hereof, and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 2.1 (c) hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of commercial centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this paragraph 2.4 are complied with.
- (c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the

Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

- 3.1 General. 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 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.
- 3.3 Common Area. 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 all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all 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 parking areas and roadways, 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 Common Area in a clean, safe and orderly condition. 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 Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes

as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (ii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; and (iii) the same shall not violate any of the provisions and easements granted in paragraph 2. Notwithstanding anything to the contrary herein, the Owners and their Permittees shall use commercially reasonable efforts to (i) minimize the disruption in the Common Areas during deliveries, and (ii) prohibit delivery vehicles from parking in a manner that would interfere with the other Owner or its Permittees from performing its business operations.

- 3.4 Utilities. Each Owner shall at all times during the terms 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 to time existing on the Parcel of another Owner pursuant to an easement described herein.
4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on the Parcels, shall be constructed, operated and maintained so that the same are in compliance with all applicable governmental requirements.
5. Restrictions. 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.
6. Insurance. Throughout the term of this Agreement, each Owner 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 _____ Million Dollars (\$_,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.

7. Taxes and Assessments. 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. No Implied Easements. No easements, except those expressly set forth in paragraph 2, shall be implied by this Agreement.
9. Remedies and Enforcement.
 - 9.1 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, restrictions or conditions hereof, the other Owner(s) 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.
 - 9.2 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, (ii) 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.

- 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 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. 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 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 9.5 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.

- 9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the covenants, conditions, restrictions or easements contained herein, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting 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 this Agreement, the non-defaulting Owner, 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.
10. 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 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 Parcels.
11. Miscellaneous.
- 11.1 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.
- 11.2 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 County Recorder of Broward County, Florida.
- 11.3 Consents. 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 fifteen (15) days of receipt 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.

11.4 No Waiver. 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 No Agency. 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 Covenants to Run with Land. 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 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.

11.7 Grantee's Acceptance. 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 Separability. 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.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 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 superseded hereby.

11.11 Notices. 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.

11.12 Governing Law; Venue. 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.

11.13 Estoppel Certificates. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s) shall from time to time provide the requesting Owner 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.

11.14 Bankruptcy. 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.

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

Signed, Sealed and Delivered in
The Presence of:

OWNER:

CPAC Oakland University, LLC

Signature

Printed Name

By:_____

Signature

Printed Name

Exhibit "A"

[Legal Description of Property]

LEGAL DESCRIPTION:

THAT PORTION OF TRACT 5 OF SPRINGTREE AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 75, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERN MOST CORNER OF SAID TRACT 5 FOR A POINT OF BEGINNING AND RUN THENCE NORTH 06° 01' 29" EAST ALONG A WESTERLY BOUNDARY OF SAID TRACT 5, A DISTANCE OF 197.71 FEET; THENCE NORTHEASTERLY ALONG A WESTERLY BOUNDARY OF SAID TRACT 5 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 42° 58' 40", AN ARC DISTANCE OF 525.07 FEET, AND A CHORD WHICH BEARS NORTH 27° 30' 49" EAST, A DISTANCE OF 512.85 FEET; THENCE NORTH 49° 00' 09" EAST ALONG A WESTERLY BOUNDARY OF SAID TRACT 5, A DISTANCE OF 377.67 FEET TO A CORNER ON THE BOUNDARY OF SAID TRACT 5; THENCE SOUTH 40° 59' 51" EAST ALONG A NORTHERLY BOUNDARY OF SAID TRACT 5, A DISTANCE OF 100.00 FEET; THENCE SOUTH 83° 58' 31" EAST ALONG A NORTHERLY BOUNDARY OF SAID TRACT 5, A DISTANCE OF 97.51 FEET; THENCE SOUTH 06° 01' 29" WEST PARALLEL WITH AND 424.00 FEET WEST OF THE EASTERNMOST BOUNDARY OF SAID TRACT 5, A DISTANCE OF 205.00 FEET; THENCE SOUTH 83° 58' 31" EAST PARALLEL WITH AND 205.00 FEET SOUTH OF A NORTHERLY BOUNDARY OF SAID TRACT 5, A DISTANCE OF 424.00 FEET TO AN INTERSECTION WITH THE EASTERNMOST BOUNDARY OF SAID TRACT 5; THENCE SOUTH 06° 01' 29" WEST ALONG SAID EASTERNMOST BOUNDARY, A DISTANCE OF 260.46 FEET TO THE NORTHEAST CORNER OF TRACT 5-A OF SAID SPRINGTREE; THENCE NORTH 83° 58' 31" WEST ALONG THE NORTH BOUNDARY OF SAID TRACT 5-A (SAME BEING COMMON WITH A BOUNDARY OF SAID TRACT 5), A DISTANCE OF 417.58 FEET TO THE NORTHWEST CORNER OF SAID TRACT 5-A (SAME BEING COMMON WITH CORNER ON THE BOUNDARY OF SAID TRACT 5); THENCE SOUTH 06° 01' 29" WEST ALONG THE WEST BOUNDARY OF SAID TRACT 5-A (SAME BEING COMMON WITH A BOUNDARY OF SAID TRACT 5) A DISTANCE OF 417.58 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 5-A (SAME BEING COMMON WITH A CORNER ON THE BOUNDARY OF SAID TRACT 5); THENCE NORTH 83° 58' 31" WEST ALONG THE SOUTHERNMOST BOUNDARY OF SAID TRACT 5, A DISTANCE OF 622.42 FEET TO THE POINT OF BEGINNING. (THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA)

Exhibit "B"

[Legal Description of Parcel "1"]

PARCEL ONE:

THE POINT OF COMMENCEMENT (P.O.C.) BEING THE SOUTHWESTERLY CORNER OF TRACT 5-A, PLAT BOOK 75, PAGE 49, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE RUN N 06°01'29" E FOR A DISTANCE OF 172.00' FEET TO THE POINT OF BEGINNING
AND THENCE ALONG THE FOLLOWING DESCRIBED COURSES;

- (1) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 241.58' FEET TO A POINT;
- (2) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 210.08' FEET TO A POINT;
- (3) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 210.50' FEET TO A POINT;
- (4) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 207.50' FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF UNIVERSITY DRIVE;
- (5) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 50.00' FEET ALONG THE WESTERLY RIGHT-OF-WAY OF UNIVERSITY DRIVE TO A POINT;
- (6) THENCE RUN N 83°58'31" E FOR A DISTANCE OF 424.00' FEET TO A POINT;
- (7) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 205.00' FEET TO A POINT ON THE SOUTHERLY LINE OF AN 80 FOOT WIDE CANAL RIGHT-OF-WAY AND THE NORTHERLY LINE OF TRACT 5, PLAT BOOK 75, PAGE 49;
- (8) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 97.51' FEET ALONG THE NORTHERLY LINE OF TRACT 5, PLAT BOOK 75, PAGE 49, TO A POINT;
- (9) THENCE RUN N 40°59'51" W FOR A DISTANCE OF 100.00' FEET TO A POINT THAT IS THE MOST NORTHWESTERLY CORNER OF TRACT 5, PLAT BOOK 75, PAGE 49;
- (10) THENCE RUN S 49°00'09" W FOR A DISTANCE OF 377.67' FEET ALONG THE MOST EASTERLY LINE OF PARCEL "G", PLAT BOOK 75, PAGE 49, A GOLF COURSE;
- (11) THENCE RUN ALONG THE ARC OF A CURVE HAVING A RADIUS OF 700.00' FEET AND BEING CONCAVE TO THE SOUTHEAST WITH A CENTRAL ANGLE OF 34°14'37" AND A CHORD DISTANCE OF 412.16' FEET BEARING N 31°52'49" E FOR AN ARC DISTANCE OF 412.16' FEET THE MOST EASTERLY LINE OF PARCEL "G", PLAT BOOK 75, PAGE 49, A GOLF COURSE;
- (12) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 223.24' FEET TO A POINT;
- (13) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 108.00' FEET TO A POINT;
- (14) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 18.00' FEET TO A POINT;
- (15) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 196.00' FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD;
- (16) THENCE RUN S 83°58'31" E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD FOR A DISTANCE OF 55.00' FEET TO A POINT;
- (17) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 176.00' FEET TO A POINT;
- (18) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 354.06' FEET TO THE POINT OF BEGINNING OF THE AFORESTATED COURSES.

CONTAINING 401,861.02' SQUARE FEET MORE OR LESS, WHICH IS 9.2255 ACRES MORE OR LESS.

Exhibit "C"

[Legal Description of Parcel "2"]

PARCEL TWO:

THE POINT OF COMMENCEMENT (P.O.C.) AND POINT OF BEGINNING (P.O.B.) BEING THE NORTHEASTERLY CORNER OF TRACT 5-A, PLAT BOOK 75, PAGE 49, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH IS COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE;

THENCE TRAVEL ALONG THE FOLLOWING DESCRIBED COURSES;

- (1) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 207.50' FEET TO A POINT;
- (2) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 210.50' FEET TO A POINT;
- (3) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 207.50' FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE;
- (4) THENCE RUN S 06°01'29" W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 210.50' FEET TO THE POINT OF BEGINNING.

CONTAINING 43,678.75' SQUARE FEET MORE OR LESS, WHICH IS 1.0027 ACRES MORE OR LESS.

Exhibit "D"

[Legal Description of Parcel "3"]

PARCEL THREE:

THE POINT OF COMMENCEMENT (P.O.C.) AND POINT OF BEGINNING (P.O.B.) BEING THE SOUTHEASTERLY CORNER OF TRACT 5, PLAT BOOK 75, PAGE 49, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE TRAVEL ALONG THE FOLLOWING DESCRIBED COURSES;

- (1) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 176.00' FEET TO A POINT;
- (2) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 354.06' FEET TO A POINT;
- (3) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 176.00' FEET TO A POINT;
- (4) THENCE RUN ALONG THE SOUTHERLY LINE OF TRACT 5, PLAT BOOK 75, PAGE 49, COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD S 83°58'31" E FOR A DISTANCE OF 354.06' FEET TO THE POINT OF BEGINNING.

CONTAINING 62,315.26' SQUARE FEET MORE OR LESS, WHICH IS 1.4306 ACRES MORE OR LESS.

Exhibit "E"

[Legal Description of Parcel "4"]

PARCEL FOUR:

THE POINT OF COMMENCEMENT (P.O.C.) AND POINT OF BEGINNING (P.O.B.) BEING THE SOUTHWESTERLY CORNER OF TRACT 5, AND SOUTHEASTERLY CORNER OF PARCEL "G", PLAT BOOK 75, PAGE 49, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE TRAVEL ALONG THE FOLLOWING DESCRIBED COURSES;

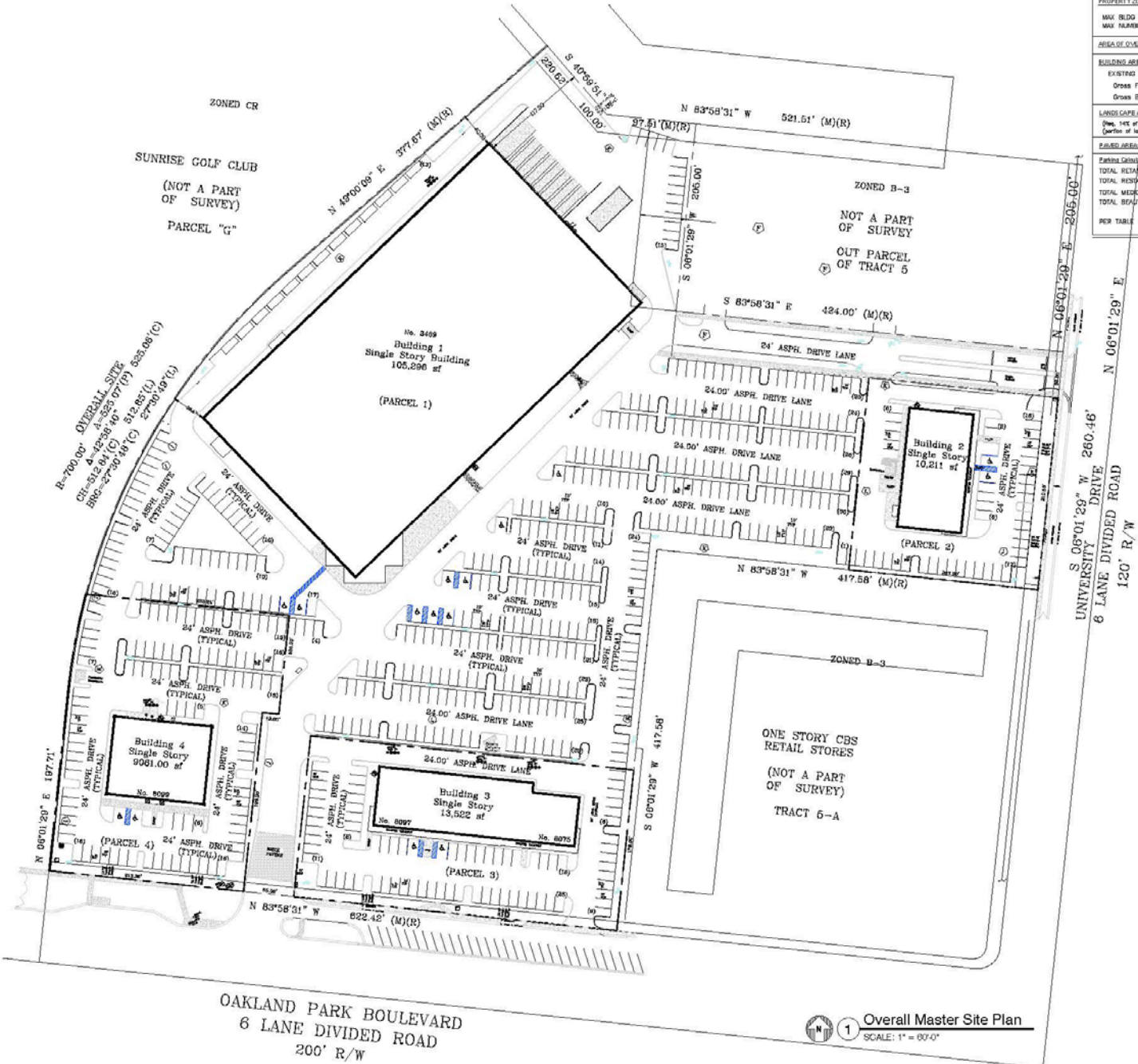
- (1) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 197.71' FEET TO A POINT OF CURVATURE;
- (2) THENCE RUN ALONG THE ARC OF A CURVE HAVING A RADIUS OF 700.00' FEET AND BEING CONCAVE TO THE SOUTHEAST WITH A CENTRAL ANGLE OF 08°44'02" AND A CHORD DISTANCE OF 106.60' FEET BEARING N 10°23'38" E FOR AN ARC DISTANCE OF 106.70' FEET ALONG THE MOST EASTERLY LINE OF PARCEL "G", PLAT BOOK 75, PAGE 49, (WHICH IS A GOLF COURSE) TO A POINT;
- (3) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 223.24' FEET TO A POINT;
- (4) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 108.00' FEET TO A POINT;
- (5) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 18.00' FEET TO A POINT;
- (6) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 196.00' FEET TO A POINT TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD;
- (7) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 213.36' FEET ALONG THE SOUTHERLY LINE OF TRACT 5, PLAT BOOK 75, PAGE 49, AND THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD TO THE POINT OF BEGINNING.

CONTAINING 66,517.18' SQUARE FEET MORE OR LESS, WHICH IS 1.5270 ACRES MORE OR LESS.

Exhibit "F"

[Site Plan]

SITE DATA / Parcel #1: 3469 UNIVERSITY DRIVE	Provided	Required (allowed)
PROPERTY ZONING: B-3		
MAX BLDG HEIGHT: MAX NUMBER OF STORIES:	27'-0" 1 STORY	250'-0"
AREA OF SITE: (0.33AC) 401,861.06 S.F.		
BUILDING AREA: EXISTING BUILDING 1 AREA Gross Floor Area (FAR): Gross Building Area (LOT COVERAGE):	103,656 S.F. 103,656 S.F. 105,298 S.F.	.35 26.2%
LANDSCAPE AREA: (Per 14% of Net Area plus 1.5% for 2nd level plus 10 S.F./ 317 sqfeet) (portion of lot: 20% of required landscape area, per sec.33-28)	—	—
PAVED AREA:	—	—
Parking Calculations: 103,656 sf (RETAIL) / 250 = 414.78 SPACES PER TABLE 8.A.1.D. ADA Spaces (401 TO 500 SPACES)	430 SPACES 9 SPACES	415 SPACES 9 SPACES
SITE DATA / Parcel #2: 3451-57 UNIVERSITY DRIVE	Provided	Required (allowed)
PROPERTY ZONING: B-3		
MAX BLDG HEIGHT: MAX NUMBER OF STORIES:	25'-8" 1 STORY	250'-0"
AREA OF SITE: (1.003 AC) 43,876.78 S.F.		
BUILDING AREA: EXISTING BUILDING 2 AREA Gross Floor Area (FAR): Gross Building Area (LOT COVERAGE):	8,100 S.F. 8,100 S.F. 10,211 S.F.	.308 23.4%
LANDSCAPE AREA: (Per 14% of Net Area plus 1.5% for 2nd level plus 10 S.F./ 317 sqfeet) (portion of lot: 20% of required landscape area, per sec.33-28)	—	—
PAVED AREA:	—	—
Parking Calculations: RETAIL SPACES - 8,100 S.F. / 250 = 32.4 SPACES BEAUTY SALON - 1,190 S.F. / 150 = 7.93 SPACES MEDICAL - 1,540 S.F. / 150 = 10.27 SPACES PER TABLE 8.A.1.D. ADA Spaces (25 TO 50)	47 SPACES 2 SPACES	44 SPACES 2 SPACES
SITE DATA / Parcel #3: 8075-87 GAVLAND PARK BLVD.	Provided	Required (allowed)
PROPERTY ZONING: B-3		
MAX BLDG HEIGHT: MAX NUMBER OF STORIES:	25'-8" 1 STORY	250'-0"
AREA OF SITE: (1.43 AC) 62,315.26 S.F.		
BUILDING AREA: EXISTING BUILDING 3 AREA Gross Floor Area (FAR): Gross Building Area (LOT COVERAGE):	13,800 S.F. 13,800 S.F. 15,400 S.F.	.182 24.8%
LANDSCAPE AREA: (Per 14% of Net Area plus 1.5% for 2nd level plus 10 S.F./ 317 sqfeet) (portion of lot: 20% of required landscape area, per sec.33-28)	—	—
PAVED AREA:	—	—
Parking Calculations: RETAIL SPACES - 8,332 S.F. / 250 = 33.33 SPACES MEDICAL - 1,080 S.F. / 150 = 7.20 SPACES BEAUTY SALON - 2,180 S.F. / 150 = 14.53 SPACES RESTAURANT SPACES-950 SF GROSS, 544 S.F. PATRON AREA / 75 = 7.25 SPACES PER TABLE 8.A.1.D. ADA Spaces (75 TO 100)	77 SPACES 2 SPACES	66 SPACES 3 SPACES
SITE DATA / Parcel #4: 8055 OAKLAND PARK BLVD.	Provided	Required (allowed)
PROPERTY ZONING: B-3		
MAX BLDG HEIGHT: MAX NUMBER OF STORIES:	25'-8" 1 STORY	250'-0"
AREA OF SITE: (1.53 AC) 66,517.16 S.F.		
BUILDING AREA: EXISTING BUILDING 4 AREA Gross Floor Area (FAR): Gross Building Area (LOT COVERAGE):	9,000 S.F. 9,000 S.F. 9,061 S.F.	.135 13.6%
LANDSCAPE AREA: (Per 14% of Net Area plus 1.5% for 2nd level plus 10 S.F./ 317 sqfeet) (portion of lot: 20% of required landscape area, per sec.33-28)	—	—
PAVED AREA:	—	—
Parking Calculations: RESTAURANT USE 9000 SF GROSS, 8400 SF PATRON AREA/75 SF = 72.00 SPACES PER TABLE 8.A.1.D. ADA Spaces (100 TO 150)	111 SPACES 2 SPACES	72 SPACES 5 SPACES
ALL SITE LIGHTING FOR ALL PARCELS MEET MINIMUM STANDARDS AS SET FORTH BY SECTION 16-150.		
ALL PARCELS MEET MINIMUM LANDSCAPE		



SITE DATA / OVERALL	Provided	Required (allowed)
PROPERTY ZONING: B-3		
MAX BLDG HEIGHT: MAX NUMBER OF STORIES:	27'-0" 1 STORY	250'-0"
AREA OF OVERALL SITE: (13.16 AC) 574,373.14 S.F.		
BUILDING AREA: EXISTING BUILDING AREAS Gross Floor Area (FAR): Gross Building Area (LOT COVERAGE):	136,316 S.F. 136,316 S.F. 140,048 S.F.	.336 24.4%
LANDSCAPE AREA: (Per 14% of Net Area plus 1.5% for 2nd level plus 10 S.F./ 317 sqfeet) (portion of lot: 20% of required landscape area, per sec.33-28)	—	—
PAVED AREA:	—	—
Parking Calculations: TOTAL RETAIL - 115,306 S.F. / 250 = 477.58 SPACES TOTAL RESTAURANT - 8,950 GROSS, 5,844 S.F. (PATRON AREA) / 75 = 79.25 SPACES TOTAL MEDICAL - 2,820 S.F. / 150 = 17.47 SPACES TOTAL BEAUTY SALON - 3,350 S.F. / 150 = 22.33 SPACES PER TABLE 8.A.1.D. ADA Spaces (2% OF TOTAL) = 845 X .02 =	565 SPACES 15 SPACES	597 SPACES 19 SPACES

- EACH PARCEL IS SELF-SUFFICIENTLY PARKED AND CONTAINS ITS OWN DUMPSTER.
- OVERALL LANDSCAPING REQUIREMENTS CURRENTLY MEET THE STANDARDS IN WHICH THE PROPERTY WAS ORIGINALLY DEVELOPED.
- OVERALL IRRIGATION SYSTEM IS SOURCED AND WILL BE MAINTAINED FROM PARCEL ONE.
- OVERALL SITE LEVELS MEET THE STANDARDS IN WHICH THE PROPERTY WAS ORIGINALLY DEVELOPED.
- ANY IMPROVEMENTS TO ANY OF THE PARCELS WILL REQUIRE COMPLIANCE WITH APPLICABLE CURRENT BUILDING CODES, REQUIREMENTS AND REGULATIONS.

project history:
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leave blank - for City use only:

<div><div>consultant:</div><div><div>wha design, inc. p.o. box 14,216 coral gables, fl 33114-2116 305.462.3189 305.250.3955 fax maria@whadesign.com</div></div></div>	<div><div>project information:</div><div><div>BJs Plaza Master Plan 3469 University Drive Sunrise, FL 33351</div></div></div>	<div><div>property owner's information:</div><div><div>CPAC Oakland University, LLC, David Moret 2121 Ponce De Leon Blvd, Suite 1250 Coral Gables, FL 33134 David Moret</div></div></div>	<div><div>task:</div><div>SITE PLAN & LEGENDS</div></div>	<div><div>date:</div><div>03-27-14</div></div>	<div><div>sheet number:</div><div>sp1.0</div></div>
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architect of record:
William F. Arthur
License Number: 0012074