

(✓) PREPARED BY:  
(✓) RECORD AND RETURN TO:  
HOWARD B. NADEL, P.A.  
301 W. HALLANDALE BEACH BLVD.  
HALLANDALE, FLORIDA 33009

Prepared by:  
~~When recorded return to:~~  
David A. Webster, Esq.  
Webster & Partners, P.L.  
143 Killamey Dr.  
Winter Park, Florida 32789  
Fl. Bar No. 291528

PARCEL ID NOS.: 4942-06-18-0930, 4942-06-18-0931 and 4942-06-18-0932 (Tract A); and 4942-06-18-0933,  
4942-06-18-0934, 4942-06-18-0935, 4942-06-18-0936, 4942-06-18-0937 and 4942-06-18-0939 (Tract B).

**DECLARATION OF COVENANT FOR  
PUBLIC CROSS-ACCESS AND UTILITIES EASEMENT  
AND  
RECIPROCAL EASEMENT WITH COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANT FOR PUBLIC CROSS-ACCESS AND UTILITIES EASEMENT AND RECIPROCAL EASEMENT WITH COVENANTS AND RESTRICTIONS (the "Declaration") is declared, established and made this 16<sup>th</sup> day of March, 2016 by Tiger Investment Group, Inc (hereinafter referred to as "TIG").

**WITNESSETH:**

WHEREAS, TIG is the owner of that certain tract or parcel of land lying and being in Broward County, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Entire Parcel"); and

WHEREAS, TIG intends to divide the Entire Parcel into two parcels, to be known as Tract A (as described on Exhibit "B") and Tract B (as Described on Exhibit "C"), such division to be coordinated with Hanlex Margate, LLC ("MARGATE") as the proposed buyer of Tract A under a Purchase & Sale Agreement for Land (the "Contract") dated March 23<sup>rd</sup>, 2015;

WHEREAS, Tract A and the Tract B are each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"; and

WHEREAS, Tract A and Tract B have not yet been separated into separate tax identified parcels but TIG will do so as part of the sale of Tract A to MARGATE, or its assigns, under the Contract, and MARGATE is relying on this Easement and the actions of TIG in dividing the property into the two parcels, designated as Tract A and Tract B, as contemplated herein; As such MARGATE is an intended beneficiary of this Easement and shall have the rights established herein, subject only to its ultimate acquisition of Tract A; and

WHEREAS, TIG desires to establish certain easements and rights benefiting and burdening Tracts, as hereinafter provided, specifically for the benefit of MARGATE, should it ultimately purchase Tract A, or for other successor owners of Tract A, as appropriate; and

WHEREAS, TIG, as declarant, intends for the delineated area depicted on the attached

Exhibit "D", and identified as the proposed public cross access and utility easement thereon (the "Easement") to be open and freely accessible by pedestrian and vehicular traffic as a non-exclusive access easement for ingress and egress between the Tracts.

NOW, THEREFORE, TIG declares that the Tracts shall be established, held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to this Declaration and hereby covenants and declares as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land, be for the benefit of the owners of the Tracts, as such may change from time to time, and are binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns, but shall remain ultimately responsible for the use and maintenance of the portion of the Easement on their respective Tracts.

2. Easements.

a. TIG hereby grants to the public and the owners of the Tracts solely for pedestrian and vehicular access, and ingress and egress, the Easement for the purposes of nonexclusive ingress and egress to and from the Tracts and adjacent roadways and right-of-ways for use by the owners and occupants of the Tracts and the general public as may be necessary for accessing the Tracts and the improvements thereon, or crossing onto adjoining roads or property. In no event shall the Easement Area be altered or changed in any manner without the written consent of TIG, and MARGATE, or the joint approval of each of their successors in interest, as such changes from time to time.

b. TIG hereby grants, for the benefit of and as an appurtenance to the Tract A, a non-exclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the Tract B for the purposes of installation, maintenance, and use of utilities, Tract A and other commercial services, as such shall evolve, pedestrian and vehicular access, ingress and egress, together with the right (a self-help right), but not the obligation, of maintaining and repairing that portion of the Easement Area located on Tract B.

c. TIG hereby grants, for the benefit of and as an appurtenance to the Tract B, a non-exclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the Tract A for the purposes of pedestrian and vehicular access, ingress and egress, together with the right (a self-help right), but not the obligation, of maintaining and repairing that portion of the Easement Area located on the Tract A.

d. TIG hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Area located on each respective Tract, including any driveways, curbing, paving, utilities, monument signage and lighting located therein, and in the event TIG no longer owns both the Tract A and the Tract B, then each successor owner shall keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Area located on its respective Tract, including any driveways, curbing, paving, utilities, signage and lighting located therein. In the event that any obligated owner defaults in its obligation to so maintain the portion of the Easement Area

lying on its Tract, then the non-defaulting owner of the adjoining Tract shall have the right to perform such maintenance upon ten (10) days advance written notice on behalf of the defaulting owner and the defaulting owner shall reimburse the non-defaulting owner within ten (10) days of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees, and such rights and obligations shall run with the ownership of the involved land.

e. TIG (and its successors in interest in either or both Tracts) hereby further covenants and agrees that it shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Tract A and the Tract B in the Easement area, or any reasonably associated area that would unreasonably limit or restrict the use of the Easement, or limit or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein, and in the event TIG no longer owns both the Tract A and the Tract B, then each successor owner agrees, as a specific precondition of its receipt of title to a Tract, or any portion thereof, that it shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Tract A and the Tract B or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. Except as otherwise stated, this Declaration does not dedicate the easements created herein to the general public (which are subject to change or elimination by the action of the owner(s) of the Tracts), nor does this Declaration restrict the use and development of the Tract A or the Tract B except as stated herein. It is the intent of this Declaration to grant certain public access to the Easement and to grant reciprocal easements over the Easement Area to the Tract owners. Subject to the provisions of this Paragraph 2, exercise of the right of use of the Easement shall occur without unreasonably limiting the right of TIG or any subsequent owner of Tract A or Tract B to alter, demolish, redevelop or, improve the remainder of each Tract, unless expressly stated herein to the contrary.

3. Restrictions on Tract B. TIG, for itself and its successors in interest, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Tract B for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Express, Ninety-Nine Cents Only, Deals, Dollar Bills, Dollar Express, Big Lots, Odd Lots Walgreens, CVS, Rite Aid, or any Wal-Mart concept.

4. Use Restrictions on Tract A and Tract B. TIG, and MARGATE or other successor owner of Tract A, or Tract B, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of either Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on Tract A or Tract B, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or

recreational vehicles sales, leasing, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and (s) any use which creates fire, explosives or other hazards. Each subsequent owner of Tract A or Tract B, as a condition of acceptance of such ownership, agrees to comply with the restrictions on use set forth herein/.

5. Tract A Sections. MARGATE will become the owner of Tract A, as described herein, which Tract MARGATE intends to divide into more than one section (the "Sections"), and one of the Sections will be long term leased as an improved property to Dolgen Corp. ("DG"), in accordance with a separate lease dated 13 May 2015 between MARGATE and DG, and the language, rights and agreements described within this document shall apply to the Sections. TIG (and its successors in interest in any portion of Tract A) hereby further covenants and agrees that it shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Sections or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the Easements granted herein, and in the event TIG no longer owns the entire Property, then each successor owner shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Sections or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the Easements granted herein. Except as otherwise stated, this Declaration does not dedicate the Easements created herein to the general public (which are subject to change or elimination by the action of the owner(s) of the Sections), nor does this Declaration restrict the use and development of any Section except as stated herein. It is the intent of this Declaration to grant certain public access to the Easement and to grant reciprocal easements over the Easement Area to the Section owners without limiting the right of TIG or any subsequent owner of the any Section to alter, demolish, redevelop or, subject to the provisions of this document, improve the remainder of each Section unless expressly stated herein to the contrary.

6. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

7. Insurance and Indemnification. TIG and any successor owner of either Tract shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities within its separate Tract with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out

of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Florida. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, an owner of either Tract shall provide a certificate of such insurance coverage to the other. An owner of either Tract shall indemnify and hold the owner of the other Tract harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by non-indemnifying party in connection with the exercise by the indemnifying party of the easements and rights created herein, except to the extent caused by the negligence or willful act of non-indemnifying party, its employees, tenants, contractors, agents or licensees.

8. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, the obligations and liability in regards to each Tract shall be limited solely to a party's interest in its respective Tract, as such interest is constituted from time to time. Any claim against a successor-in-interest to this Declaration shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

9. Duration. The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

10. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Florida. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Declaration may be amended, modified or terminated only in writing, executed and acknowledged by TIG (and reasonably approved by MARGATE so long as the Contact is in existence), or in the event TIG no longer owns both Tract A and Tract B, by all successor parties to this Declaration or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is occupying Tract A, under a lease in good standing. Time is of the essence of this Agreement. In the event of a dispute regarding the terms of this Easement, the parties shall resolve it by binding mediation, with each party to pay its own costs and to split the costs of the mediator equally.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, TIG has set its hand and seal as of the day, month and year first above written.

Witnesses:

[Signature]  
Signature

Ken Thompson  
Typed or Printed Name

[Signature]  
Signature

PETER W HAYES  
Typed or Printed Name

TIG:

**Tiger Investment Group, Inc.**  
a Florida company

By: [Signature]  
Title: Sale Dealer

Attest: [Signature]  
Title: RECORDING SECRETARY

(COMPANY S



STATE OF FLORIDA  
COUNTY OF DUAL

The foregoing instrument was acknowledged before me this 16th day of March, 2016 by J Stewart Baker, the President of Tiger Investment Group, Inc., a Florida company, on behalf of \_\_\_\_\_ who  is personally known to me OR \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida

SEAL:



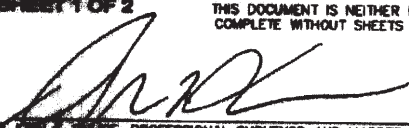


EXHIBIT "A"

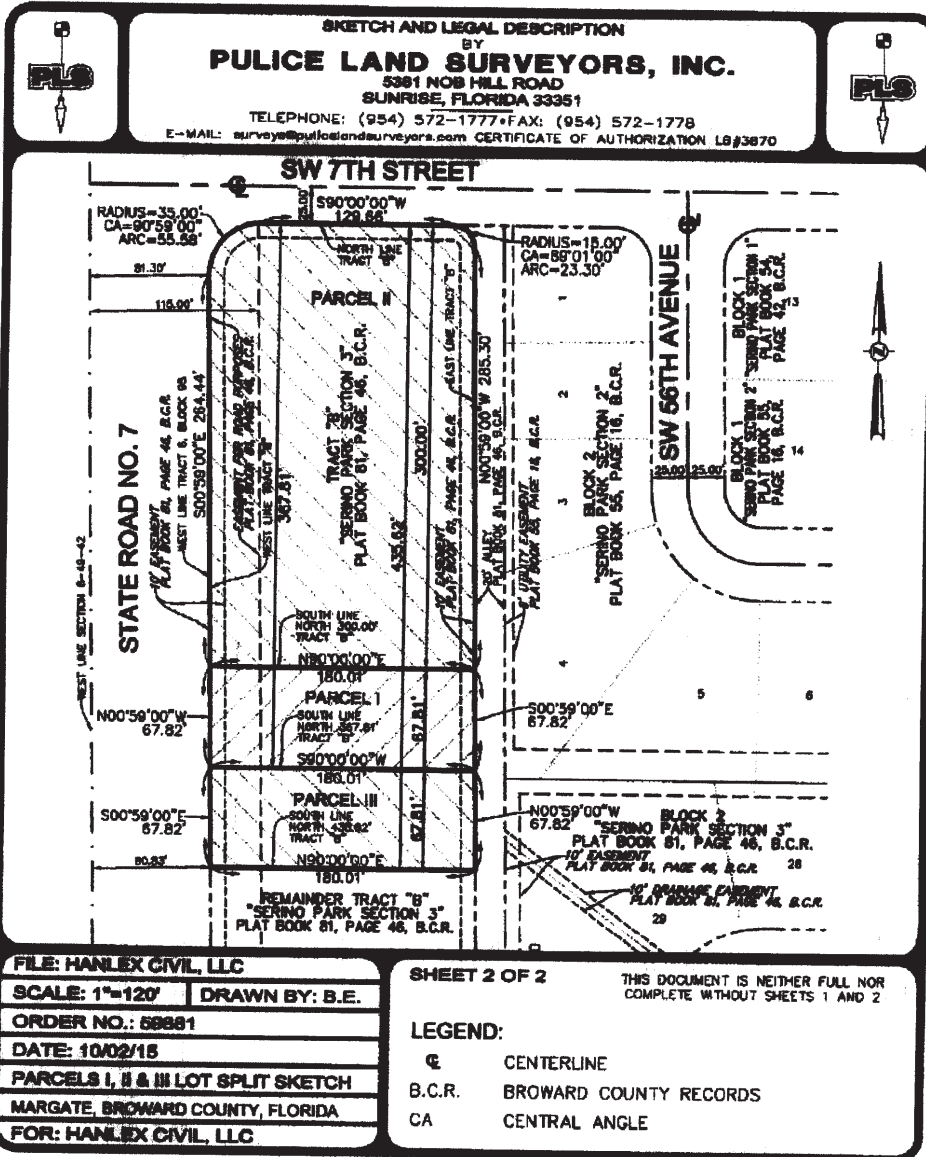
Legal Description of Entire Parcel

TRACT "B" OF "SERINO PARK SECTION 3",  
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 46,  
OF THE PUBLIC RECORDS OF BROWARD COUNTY, FL

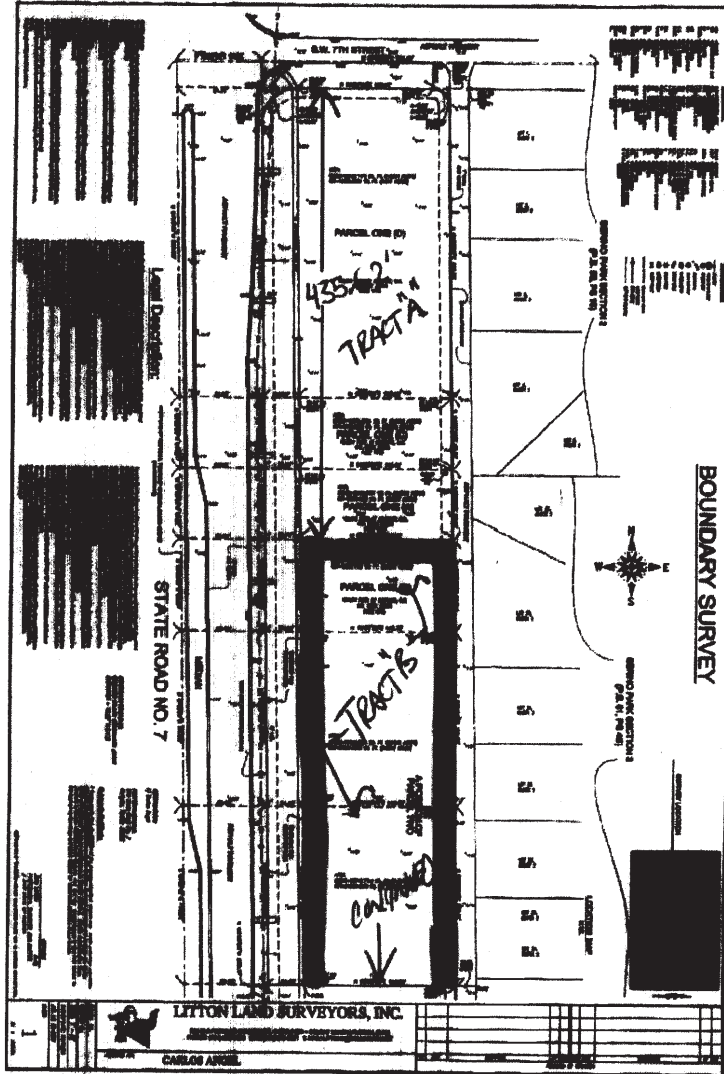
EXHIBIT "B"  
Legal Description of Tract A

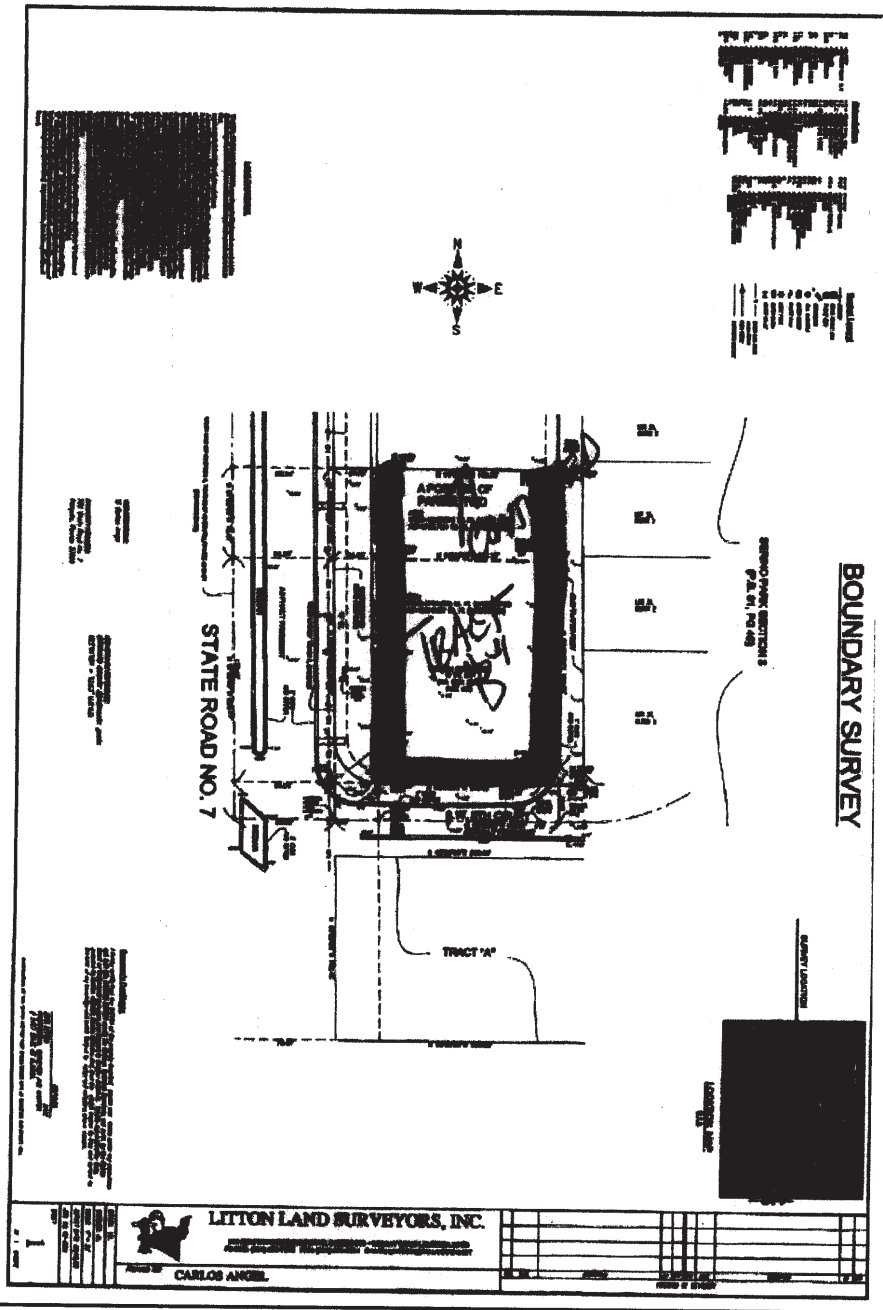
	<p><b>SKETCH AND LEGAL DESCRIPTION</b> BY <b>PULICE LAND SURVEYORS, INC.</b> 8871 NWS HILL ROAD SUNWIDE, FLORIDA 33361 TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778 E-MAIL: <a href="mailto:survey@puliceandmappers.com">survey@puliceandmappers.com</a> CERTIFICATE OF AUTHORIZATION LB#3870</p>							
<p><b>LEGAL DESCRIPTION:</b></p> <p><b>PARCEL I</b> THE SOUTH 67.81 FEET OF THE NORTH 367.81 FEET OF TRACT "B", "SERINO PARK SECTION 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.</p> <p>SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA CONTAINING 12,206 SQUARE FEET (0.2802 ACRES).</p> <p><b>PARCEL II</b> THE NORTH 300 FEET OF TRACT "B", "SERINO PARK SECTION 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.</p> <p>SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA CONTAINING 53,682 SQUARE FEET (1.2324 ACRES).</p> <p><b>PARCEL III</b> THE SOUTH 67.81 FEET OF THE NORTH 435.62 FEET OF TRACT "B", "SERINO PARK SECTION 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.</p> <p>SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA CONTAINING 12,206 SQUARE FEET (0.2802 ACRES).</p>								
<p><b>NOTES:</b></p> <p>1) BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "B" BEING N90°00'00"E. 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY. 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">FILE: HANDEX CIVIL, LLC</td> </tr> <tr> <td style="font-size: small;">SCALE: N/A      DRAWN BY: B.E.</td> </tr> <tr> <td style="font-size: small;">ORDER NO.: 88891</td> </tr> <tr> <td style="font-size: small;">DATE: 10/02/18</td> </tr> <tr> <td style="font-size: small;">PARCELS I, II &amp; III LOT SPLIT SKETCH</td> </tr> <tr> <td style="font-size: small;">MARGATE, BROWARD COUNTY, FLORIDA</td> </tr> <tr> <td style="font-size: small;">FOR: HANDEX CIVIL, LLC</td> </tr> </table>	FILE: HANDEX CIVIL, LLC	SCALE: N/A      DRAWN BY: B.E.	ORDER NO.: 88891	DATE: 10/02/18	PARCELS I, II & III LOT SPLIT SKETCH	MARGATE, BROWARD COUNTY, FLORIDA	FOR: HANDEX CIVIL, LLC	<p style="text-align: center;"><b>SHEET 1 OF 2</b></p> <p style="text-align: right; font-size: x-small;">THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2</p> <div style="text-align: center;">  </div> <p style="font-size: x-small;"> <input checked="" type="checkbox"/> JOHN C. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2891  <input type="checkbox"/> BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136          STATE OF FLORIDA     </p>
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SCALE: N/A      DRAWN BY: B.E.								
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PARCELS I, II & III LOT SPLIT SKETCH								
MARGATE, BROWARD COUNTY, FLORIDA								
FOR: HANDEX CIVIL, LLC								





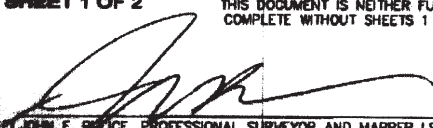


**EXHIBIT "C"**  
**Legal Description of Tract B**  
**TRACT "B" OF "SERINO PARK SECTION 3"**  
**ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 46,**  
**OF THE PUBLIC RECORDS OF BROWARD COUNTY, FL,**  
**LESS THE NORTH 435.62 FEET OF THE TRACT "B" OF "SERINO PARK SECTION 3"**





**EXHIBIT "D"**  
**Easement and Easement Area**

	<p><b>SKETCH AND LEGAL DESCRIPTION</b> BY <b>PULICE LAND SURVEYORS, INC.</b> 8381 NCS HILL ROAD SUNRISE, FLORIDA 33361 TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 E-MAIL: <a href="mailto:surveys@pulicelandsurveyors.com">surveys@pulicelandsurveyors.com</a> CERTIFICATE OF AUTHORIZATION LB#3870</p>														
<p><b>LEGAL DESCRIPTION:</b></p> <p>A PORTION OF TRACT "B", "SERINO PARK SECTION 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B1, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF THE 20.00 FOOT WIDE ALLEY LYING EASTERLY OF SAID TRACT "B"; THENCE SOUTH 00°59'00" EAST ALONG THE EAST LINE OF SAID 20.00 FOOT WIDE ALLEY 435.68 FEET; THENCE SOUTH 90°00'00" WEST 30.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST 134.43 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET, A CENTRAL ANGLE OF 90°59'00", FOR AN ARC DISTANCE OF 54.78 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "B", ALSO BEING THE EAST RIGHT-OF-WAY LINE OF STATE ROAD No. 7 (US HIGHWAY No. 441); THENCE NORTH 00°59'00" WEST ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE 65.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 35°35'42" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.16 FEET, A CENTRAL ANGLE OF 39°17'18", FOR AN ARC DISTANCE OF 20.68 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 90°00'00" EAST 150.13 FEET; THENCE SOUTH 00°59'00" EAST 25.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA CONTAINING 4,534 SQUARE FEET, MORE OR LESS.</p>															
<p><b>NOTES:</b></p> <p>1) BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "B" BEING N90°00'00"E.</p> <p>2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.</p> <p>3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>															
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