

Prepared by and return to:

Name: Graham Penn, Esq.
Address: Bercow Radell Fernandez Larkin & Tapanes, PLLC
200 S. Biscayne Boulevard, Suite 300
Miami, FL 33131

_____[Space Above This Line For Recording Data]_____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), is made and entered into by and between 3100 OCEAN HOLDINGS, LLC, a Florida limited liability company, whose post office address is 777 W 41 Street, Suite 207 Miami Beach FL 33019 ("Grantor"), and the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, whose mailing address is 2600 Hollywood Blvd., Hollywood, FL 33020 (the "City"), with reference to the following facts:

A. Grantor owns certain real property in Broward County, Florida, more particularly described as follows (the "Grantor's Property"):

Lots 26 and 27, Block 15 of the Beverly Beach Subdivision recorded at Plat Book 22, Page 13 of the Public Records of Broward County, Florida.

B. The City, in order to accomplish the purpose of supporting public mass transportation systems within the territorial boundaries of the City, desires to place a transit shelter on that certain portion of Grantor's Property, consisting of an area which is approximately twelve (12) feet wide and approximately ten (10) feet long (the "Easement Property"), as described in the attached **Exhibit A**.

C. Grantor has agreed to install a transit shelter and related improvements on the Easement Property, to be subsequently maintained by the City.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Easement.** Subject at all times to the terms and conditions set forth in this Agreement, Grantor hereby grants to the City, a non-exclusive easement for use of the Easement Property to install, access, use, repair, maintain, or replace those certain Improvements (as defined in Paragraph 3 herein) located within the Easement Property.

2. **Expenses.** If Grantor shall make any expenditures for which the City is responsible or liable under this Agreement, or if the City shall become obligated to Grantor under this Agreement for any sum, the amount thereof shall be due and payable by the City to Grantor, together with all applicable

sales taxes thereon, if any, within thirty (30) days of Grantor's written notification.

3. **Use.** The City shall use and occupy the Easement Property for the placement, maintenance, repair, replacement and operation of a transit shelter and concrete sidewalk (collectively the "Improvements") and for absolutely no other use or purpose whatsoever (the "Permitted Use"). No structural portion of the transit shelter element of the Improvements may be installed outside of the western five (5) feet of the Easement Property. The transit shelter element of the Improvements shall be installed in accordance with **Exhibit B** to this Agreement. To the extent allowed by the governmental authority(ies) having jurisdiction over the Easement Property, the City shall have the right to place signage and advertising on the transit shelter element of the Improvements, provided that such advertising and signage shall never display or contain any advertising content, statements, photos or other communicative material that displays: (a) any advertising for grocery stores (other than any grocery store operated from time to time upon Grantor's Property), drug stores (other than any drug store operated from time to time upon Grantor's Property), variety-type or price point stores (e.g., "dollar" stores or "five and dime" stores, such as Dollar Tree, Dollar General, Family Dollar, Big Lots) or wholesale clubs (such as Costco, BJ's or Sam's Club); (b) disparages or is otherwise defamatory in any way to Grantor or to any business operated from time to time upon Grantor's Property; (c) nudity, profanity or morally offensive content, including, but not limited to, material relating to adult entertainment (e.g., any topless club, adult book, adult video, or adult products store, sexually graphic materials, X-rated movies, etc.), a so-called "head shop" or tattoo or piercing parlor; or (d) any other content reasonably deemed by Grantor to be objectionable.

4. **Installation and Maintenance.** Grantor shall install the Improvements at its sole expense, prior to the issuance of a certificate of occupancy for a commercial use on Grantor's Property. Following installation, the City shall be responsible for all costs and expenses associated with the continued maintenance and repair of the Improvements, and for keeping the same installed, repaired, replaced, and maintained in a first class, clean, safe, sanitary and healthy condition of the Improvements, as well as, in obtaining and paying for any utilities it requires for the Easement Property, including, without limitation, electricity and water. In the event the City removes any Improvements from the Easement Property, the City shall restore the surface condition of the Easement Property and any improvements thereon, including walkways, grass, trees and shrubs, to the condition existing prior to installation thereof. If the City shall fail to perform any of its obligations hereunder, Grantor shall have the right, but not the obligation, upon thirty (30) days written notice to the City (except in the event of an emergency, in which event no notice shall be required), to cure such failure for the account of and at the expense of the City. The City agrees to promptly repay Grantor all sums paid by Grantor pursuant to the foregoing sentence, as set forth in Section 2 above.

5. **Inspections and Repair.** Following initial installation of the Improvements, the City shall perform periodic inspections of the Improvements, not less than once every six (6) months, or within ten (10) days of Grantor's written request therefor, to ascertain that all Improvements are clean, in good working order, and in a slightly condition. The City shall replace any

Improvement or portion thereof that is worn, unsightly or outdated. Such Improvements may be removed by the City at any time during the Term (as defined in Paragraph 15.8 herein), and shall be removed by the City upon expiration thereof. The City agrees to repair any damage to the Easement Property, or Grantor's Property, resulting from the removal of such Improvements. In the event the City fails to remove any such Improvements within thirty (30) days after such expiration or termination of this Agreement, then said Improvements shall be deemed abandoned by the City and shall automatically become the property of Grantor, and Grantor may possess, use, dispose of, and otherwise enjoy all the beneficial incidents of ownership thereof. The City shall provide Grantor with not less than five (5) days advance written notice of its proposed schedule for removal and restoration activities; and the City shall coordinate such activities with Grantor so as to eliminate or minimize any interference with, or disruption of, Grantor's use of Grantor's Property.

6. **Compliance with Laws/Rules/ADA.** The City shall, at its sole cost and expense, comply promptly with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the Easement Property, including, but not limited to, the Americans With Disabilities Act (the "ADA") or the Americans With Disabilities Act Accessibility Guidelines For Buildings And Facilities (the "ADAAG"), that pertain to (i) the physical condition of the Improvements; (ii) repairs and maintenance required by the City's operation upon the Easement Property; and (iii) the use of the Easement Property by the City. In addition, the City agrees that it and its employees and agents will abide by, keep and observe all reasonable written rules and regulations of Grantor (including its solicitation policy), which are provided to the City from time to time regarding the management, safety, security, care and cleanliness of Grantor's Property. In the event the Improvements or the City's use of the Easement Property requires Grantor to make any changes to Grantor's Property to comply with the provisions of the ADA or the ADAAG, as either may be modified from time to time, including, without limitation adding curbing or railing, restriping the parking lot to provide access, reconfiguring the parking lot, or any other change from the condition of Grantor's Property as it exists on the commencement date of this Agreement, then the City shall reimburse Grantor for all costs of such required changes, including, without limitation, any attorney fees assessed against or incurred by Grantor as a result of any lawsuit alleging that Grantor's Property is not in compliance with the provisions of the ADA or the ADAAG. Without waiving City's rights under Section 768.28, Florida Statutes with respect to third parties, the City shall defend, indemnify and save and hold Grantor harmless for all costs, expenses, losses, claims, suits and liability (including court costs and attorneys' fees with respect to any tribunal) incurred by Grantor with respect to the ADA, which result from the existence or construction of the Improvements or the City's use of the Easement Property.

7. **Permits.** Grantor shall, at its sole cost and expense, be responsible for obtaining and maintaining all permits required for the installation of the Improvements. The City shall, at its sole cost and expense, be responsible for obtaining and maintaining all licenses or permits required for the operation and management of the Permitted Use of the Easement Property following the initial installation of the Improvements.

8. **Prohibition Against Liens.** The City shall not create or cause to be imposed, claimed or filed upon the Easement Property, or any portion of Grantor's Property, or upon the interest therein of Grantor, any lien, charge or encumbrance whatsoever. If, because of any act or omission of the City, any such lien, charge or encumbrance shall be imposed, claimed or filed, the City shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and the City shall indemnify and save and hold Grantor harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event the City shall fail to comply with the foregoing provisions of this Section, Grantor shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and the City agrees to reimburse Grantor as set forth in Section 2 above for all sums so paid and for all costs and expenses incurred by Grantor in connection therewith, together with interest thereon, until paid.

9. **Indemnity and Insurance.**

9.1 **Indemnification.** Without waiving City's rights under Section 768.28, Florida Statutes with respect to third parties, the City shall defend, indemnify, save and hold Grantor harmless for all costs, expenses, losses, claims, suits and liability (including court costs and reasonable attorneys' fees with respect to any tribunal) incurred by Grantor and/or any tenant occupying the Grantor's Property under a ground lease with Grantor (the "Ground Tenant"), with respect to any loss of or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefor, which result from the City's, or the City's employees', contractors' or agents' negligent acts, willful misconduct, and/or acts, errors or omissions; or the use of the Easement Property by the public. The City shall have no duty to indemnify Grantor for Grantor's negligence or for the negligence of Grantor's employees, agents, or contractors or Ground Tenant for Ground's Tenant's negligence or for the negligence of Ground Tenant's employees, agents, or contractors.

9.2 **City and Vendor Insurance.** City has elected to self-insure. Without increasing its liability hereunder, the City (i) shall require any vendor that maintains the Improvements, to maintain, during the life of this Agreement, the following insurance and (ii) shall furnish Grantor, in duplicate, certificates of insurance as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior written notice to the Grantor. The following insurance shall be required:

- (a) Workers' Compensation Insurance and Employer's Liability coverage as required by applicable law.

- (b) Commercial General Liability Insurance, written on an occurrence basis including Grantor and Ground Tenant, each as an additional insured with the following limits of liability:

| | |
|-----------------|-------------|
| Each Occurrence | \$3,000,000 |
| Personal Injury | \$3,000,000 |

- (c) At least thirty (30) days prior to the date any insurance must be in effect under this Section, the City shall deliver to Grantor a copy of the policy or policies, or a certificate or certificates thereof (on ACORD 27 forms or equivalent), along with evidence that the premiums therefor have been paid for at least the next ensuing quarter-annual period. Grantor and Ground Tenant shall be named as an additional insured on all such insurance policies which shall state that it is primary coverage and shall contain non-contributory wording as to Grantor.

9.3 Public Facility. Neither Grantor nor the City believe that the provisions of §725.06, *Florida Statutes*, apply to the City giving the indemnity stated in Section 9.1 above. In essence, the parties intend to treat the Easement Property as a public facility. Thus, the City will have the benefit of control over the Easement Property, and if Grantor and/or Ground Tenant is sued as a result of being a mere property owner or occupant, as applicable, for any occurrence on the Easement Property, it is intended that the City indemnify Grantor and Ground Tenant for any exposure created by such occurrence. In the event a court of competent jurisdiction determines that the indemnity provided in Section 9.1 is for any reason invalid or unenforceable, the parties shall both exercise good faith and fair dealing in order to afford Grantor the benefit of an indemnity that is as broad as possible consistent with the court's ruling.

10. Waiver of Subrogation. Grantor and the City hereby waive any claim each may have against the other and anyone claiming through or under the other by way of subrogation or otherwise from any and all liability for any loss or damage to property, whether caused by the negligence or fault of the other party, to the extent of any recovery that is made, or would be recoverable by the parties hereto for such loss or damage under any all-risk property insurance policies required hereunder to be issued, or any plan of self-insurance which Grantor may be permitted to maintain pursuant to the terms and provisions of this Agreement, notwithstanding the failure to obtain such policies. Grantor and the City agree that their respective fire and extended coverage insurance policies shall include such a waiver of subrogation clause. Except as specifically provided in this Section, nothing contained in this Agreement shall be interpreted or deemed to constitute a waiver or release by either party hereto of the other from liability for damages resulting from the willful misconduct or negligence of such other party, its employees, agents, or contractors.

11. The City's Warranties. The City represents and warrants to Grantor the following:

11.1 Power and Authority; Authorization and Validity. The City has full power and authority to execute, deliver, and perform its obligations under this Agreement and all related agreements and documents. This Agreement and each other agreement contemplated by this Agreement have been duly executed and delivered by the City and constitute legal, valid, and binding obligations of the City, enforceable in accordance with their terms.

11.2 Compliance with Laws; Permits and Licenses. To the best of its knowledge, the City is in compliance with all applicable federal, state, and local laws, codes, rules, and regulations. Further, the City represents and warrants that it has all applicable licenses, permits, and approvals necessary for the Permitted Use on the Easement Property.

12. Termination. This Agreement shall be deemed automatically terminated upon the occurrence of any of the following events:

12.1 Upon Default. Any failure of performance by the City of its obligations under the terms of this Agreement, provided Grantor shall have given the City at least thirty (30) days advance written notice (unless otherwise provided herein, or, in the case of an emergency, such lesser time and form of notice as shall be reasonable) of the failure, and the failure shall not have been cured within such applicable period.

12.2 Termination Absent Default. In the event this easement is no longer required by the City of Hollywood, Florida (by ordinance or otherwise), Grantor and Grantee shall each have the right to terminate this Easement by notifying the other party, in writing, at least sixty (60) days prior to the date of such termination.

12.3 Survival. The provisions of Sections 4, 8, 9.1, and 9.3 shall survive the termination of this Agreement, and all other terms and conditions of this Agreement shall, upon the expiration or earlier termination, be of no further force and effect and neither Grantor nor the City shall have any further obligations hereunder.

12.4 Upon termination in accordance with this Section 12, the City shall execute any documents reasonably requested by Grantor to remove and release the encumbrance created by this Easement for the previously Permitted Use of the Easement Property from Grantor's Property.

13. Hazardous Materials. The City shall at all times keep the Easement Property free of hazardous materials generated by, resulting from or being incident to the City's use of the Easement Property, and neither the City nor any of its employees, agents, invitees, licensees, contractors or subtenants (if permitted) shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of hazardous materials in, on or about the Easement Property, in violation of any federal, state or local laws, rules, regulations,

ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. The City shall give Grantor prompt written notice of any claim received by the City from any person, entity, or governmental agency that a release or disposal of hazardous materials has occurred on the Easement Property.

14. **Sovereign Immunity.** Nothing contained herein shall operate or be construed as a waiver of the City's sovereign immunity with respect to third parties.

15. **Miscellaneous Provisions.**

15.1 **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

If to the City: Azita Behmardi, P.E.
City Engineer
2600 Hollywood Boulevard
City Hall, Room 308
Hollywood, FL 33020

With copy to: Douglas Gonzales, Esq.
City Attorney
2600 Hollywood Boulevard
City Hall, Room 407
Hollywood, FL 33020

If to Grantor: Albert Benalloun
3100 Ocean Holdings, LLC
c/o Transamerican Development Corp.
777 W. 41st Street, # 207
Miami Beach, FL 33140

With copy to: Graham Penn, Esq.
Bercow Radell Fernandez Larkin & Tapanes, PLLC
200 S. Biscayne Boulevard, Suite 300
Miami, FL 33131

The Bernstein Law Firm
Attn: Michael I. Bernstein, Esq.
3050 Biscayne Boulevard. Suite 403

Miami, Florida 33137

Additional copy to: Publix Super Markets, Inc.
PO Box 407
Lakeland, FL 33802-0407
Attn: Vice President, Real Estate

Publix Super Markets, Inc.
PO Box 407
Lakeland, FL 33802-0407
Attn: Managing Real Estate Attorney

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section.

15.2 Assignment. This Agreement may not be assigned, in whole or in part, by the City without the written consent of Grantor, which consent may be withheld by Grantor for any reason whatsoever. Notwithstanding the foregoing, the City may assign this Agreement to the Broward County Transit Authority; however, such assignment shall not be effective until thirty (30) days after the City has provided written notice of the assignment to Grantor.

15.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.

15.4 Severability. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

15.5 Amendment. This Agreement may only be amended by an instrument in writing signed by both of the parties hereto.

15.6 Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and the exclusive venue of any legal proceedings shall be in Broward County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then the exclusive venue shall be in the United States District Court for the Southern District of Florida

15.7 Attorneys' Fees. In the event any litigation is instituted for the purpose of enforcing any provision of this Agreement, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief,

an amount equal to all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees at the trial level and in connection with all appellate proceedings.

15.8 Recording and Term. This Agreement shall be recorded in the public records of Broward County, Florida. If the easement granted hereunder shall be terminated for any reason, Grantor and the City agree to cooperate in preparing and recording an appropriate instrument reflecting the extinguishment of the easement. This Agreement is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Agreement is recorded (the "Term"), after which time the Term shall be extended automatically for successive periods of ten (10) years each, unless otherwise terminated or amended as provided herein.

15.9 Relationship. Grantor shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner of the City in the conduct of the City's business upon, within or from the Easement Property or otherwise, or a joint venturer or a member of a joint enterprise with the City, or any other relationship other than as grantor/grantee.

15.10 Agreement Binding. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

15.11 Authorized Parties. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

15.12 Acknowledgment of Consent and Joinder. Each of the undersigned acknowledge and agree to be bound by the terms set forth in the Consent and Joinder by Publix Super Markets, Inc., a Florida corporation, attached to this Agreement and incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING THREE (3) PAGES]

EXECUTED by the City this _____ day of _____, 2021.

Signed in the presence of the
following two witnesses:

CITY OF HOLLYWOOD, FLORIDA,
a municipal corporation

| | |
|-------------------|--------------|
| _____ | By: _____ |
| Witness Signature | Name: _____ |
| Print Name: _____ | Title: _____ |
| _____ | |

Witness Signature
Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____, _____ of the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, on behalf of the corporation. He is personally known to me.

Notary Public
My Commission Expires:

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

EXECUTED by Grantor this 23 day of APRIL, 2021.

Signed in the presence of the
following two witnesses:

3100 OCEAN HOLDINGS, LLC,
a Florida limited liability company

[Signature]
Witness Signature
Print Name: ANYELICA RAVELO

By: ABenallour
Name: ALBERT BENALLOUR
Title: MANAGING MEMBER

[Signature]
Witness Signature
Print Name: SILVIA HORVATH

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of APRIL, 2021, by ALBERT BENALLOUR MANAGING MEMBER of the 3100 OCEAN HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.



[Signature]
Notary Public
My Commission Expires: 04/12/2023

CONSENT AND JOINDER

The undersigned, is the ground tenant under that certain Ground Lease Agreement between 3100 Ocean Holdings, LLC, a Florida limited liability company (as "Landlord") and Publix Super Markets, Inc., a Florida corporation (as "Tenant") dated October 3, 2018, as may be amended from time to time (collectively, the "Ground Lease") as evidenced by that certain Memorandum of Ground Lease executed by Landlord and Tenant dated October 3, 2018 and recorded in Instrument #116076219. Tenant hereby consents to the foregoing Easement Agreement and agrees to perform all of the obligations of Grantor under the foregoing Easement Agreement during the Term (as defined in the Ground Lease) of the Ground Lease provided said Ground Lease is in full force and effect and has not been previously terminated in accordance with the terms therein and that the City of Hollywood will look to Tenant for the performance of such obligations during said Term provided said Ground Lease is in full force and effect and has not been previously terminated in accordance with the terms therein. Tenant hereby agrees to assume all rights afforded to Grantor under the foregoing Easement Agreement during the Term (as defined in the Ground Lease) of the Ground Lease, including without limitation, all indemnification rights afforded to Grantor, and that the City of Hollywood will recognize Tenant as the holder of such rights during said Term of the Ground Lease.

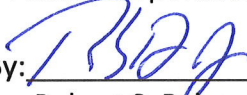
TENANT:

Signed in the presence of the
Following two witnesses:


Print Name: Shelby Fountain


Print Name: Dinah Sumner

PUBLIX SUPER MARKETS, INC.,
a Florida corporation

By: 
Robert S. Balcerak, Jr.,
Vice President of Real Estate
Strategy

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of April, 2021 by ROBERT S. BALCERAK, JR., Vice President of Real Estate Strategy of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced a _____ as identification.


Notary Public Dinah Sumner
My Commission Expires:

EXHIBIT "A"



DINAH SUMNER
Commission # GG 159181
Expires November 12, 2021
Bonded Thru Budget Notary Services

(LEGAL DESCRIPTION OF EASEMENT PROPERTY)

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 6867-12

CLIENT :
TRANSAMERICAN
DEVELOPMENT CORP.

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION:

A PORTION OF LOT 27, IN BLOCK 15, BEVERLY BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 27;

THENCE NORTH 05°08'00" EAST ALONG THE EAST LINE OF SAID LOT 27, A DISTANCE OF 62.55 FEET;

THENCE NORTH 84°52'00" WEST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 84°52'00" WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 05°08'00" EAST ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 27, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 84°52'00" EAST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 05°08'00" WEST ALONG A LINE 3.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 27, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.


SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA; CONTAINING 120 SQUARE FEET MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF "BEVERLY BEACH", P.B. 22, PG. 13, B.C.R. SAID LINE BEARS N04°32'14"E.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN MARCH, 2021. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____



RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

| REVISIONS | DATE | FB/PG | DWN | CKD |
|---------------------------|----------|-------|-----|-----|
| LAND DESCRIPTION & SKETCH | 03/26/21 | | AM | REC |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

LAND
DESCRIPTION &
SKETCH FOR
BUS SHELTER
EASEMENT

PUBLIX AT HOLLYWOOD BEACH
3100 S OCEAN DRIVE
HOLLYWOOD, FLORIDA

SCALE: N/A

SHEET 1 OF 2

COUSINS SURVEYORS & ASSOCIATES, INC.

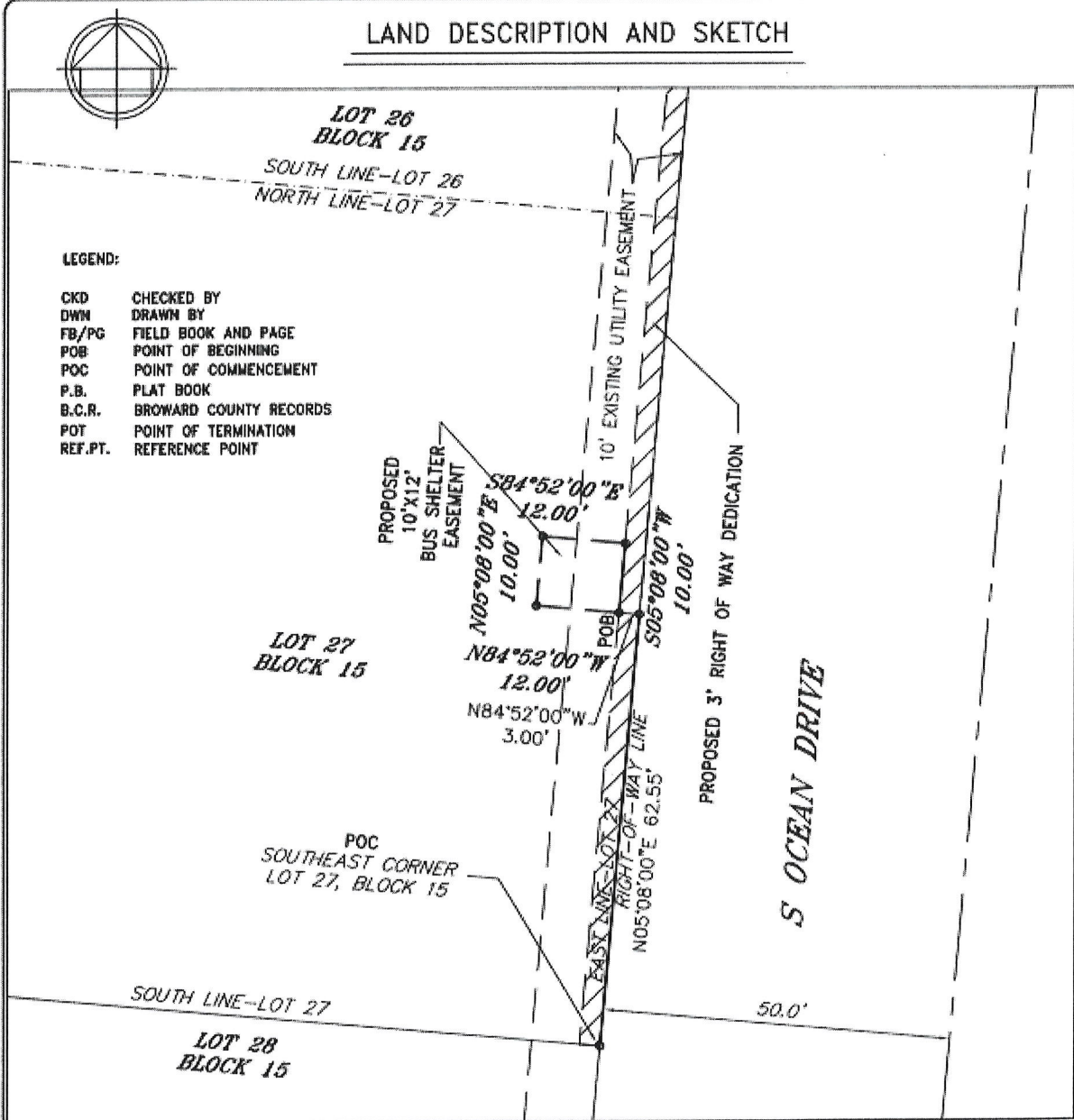


3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 6867-12

CLIENT :
TRANSAMERICAN
DEVELOPMENT CORP.

LAND DESCRIPTION AND SKETCH



LEGEND:

CKD CHECKED BY
DWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
P.B. PLAT BOOK
B.C.R. BROWARD COUNTY RECORDS
POT POINT OF TERMINATION
REF.PT. REFERENCE POINT

| REVISIONS | DATE | FB/PG | DWN | CKD |
|---------------------------|----------|-------|-----|-----|
| LAND DESCRIPTION & SKETCH | 03/28/21 | ---- | AM | REC |
| | | | | |
| | | | | |
| | | | | |

LAND
DESCRIPTION &
SKETCH FOR
BUS SHELTER
EASEMENT

PUBLIX AT HOLLYWOOD BEACH
3100 S OCEAN DRIVE
HOLLYWOOD, FLORIDA

SCALE: 1" = 20'

SHEET 2 OF 2

EXHIBIT "B"

TRANSIT SHELTER

Kaleidoscope OS Special Product Drawing landscapeforms

Shelter, Two Post, Offset Canopy-shortened, Solid panels, Above Grade Mount

www.landscapiforms.com Ph: 800.521.2546

ATTACHED PRESIDIO BACKED SEATING, WITH ARMS; SOLAR LIGHTING

NOTE:
SEE KALEIDOSCOPE INSTALLATION
GUIDE FOR FOOTING DETAILS.

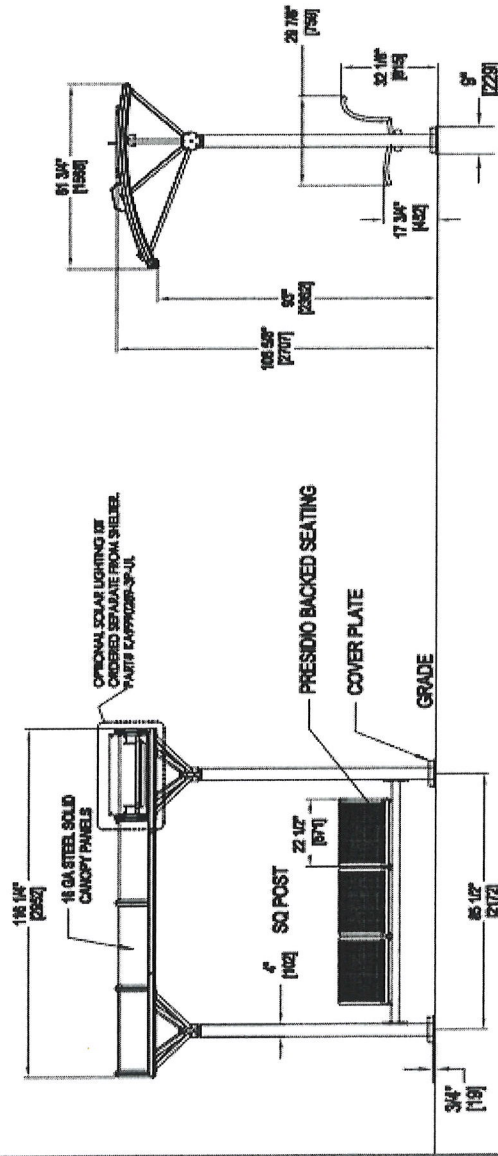
APPROVED

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BY: DATE:



Drawing: KA990289-REV F2-2PST

Date: 02/23/2021

Dimensions are in inches (mm)

U.S. Patent Nos. D420,812; D421,132; D412,993; D413,314

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