

Prepared by & Return to:

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**CROSS PARKING EASEMENT AGREEMENT**

THIS CROSS PARKING EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **FORT LAUDERDALE CROWN CENTER, INC.**, a Florida corporation, its successors and assigns ("**Crown Center**"), whose address is 1475 West Cypress Creek Drive, Suite 202, Fort Lauderdale, FL 33309, the **CITY OF FORT LAUDERDALE, FLORIDA** ("**City**"), a Florida municipal corporation, whose address is 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301 and **CROWN LAND TRUST, INC.**, a Florida corporation, its successors and assigns ("**Land Trust**"), whose address is 1475 West Cypress Creek Drive, Suite 202, Fort Lauderdale, FL 33309, as the current tenant under the City Ground Lease (as hereinafter defined).

WITNESSETH:

WHEREAS, Crown Center owns that certain property more particularly described on Exhibit "A" attached hereto ("**Crown Center Parcel**"), which is located on a portion of that certain office campus known as Fort Lauderdale Crown Center ("**Crown Center Campus**"), which consists of the Crown Center Parcel and the Leased Parcel (as hereinafter defined); and

WHEREAS, Land Trust leases that certain portion of the Crown Center Campus more particularly described on Exhibit "B" attached hereto ("**Leased Parcel**") pursuant to that certain Lease (Option Parcel Three) with the City dated January 15, 1985 as amended and as it may be further amended, restated, modified, reinstated and/or assigned in the future ("**City Ground Lease**"); and

WHEREAS, the existing parking areas within the Crown Center Campus, as more particularly described on Exhibit "C" (collectively, "**Parking Areas**") have historically been used for the benefit of the Crown Center Campus; and

WHEREAS, the legal description for the current Crown Center Parking Areas (as hereinafter defined) as described in Exhibit "D" and the legal description for the current Leased Parking Areas as described in Exhibit "E" together constitute the entire Parking Areas; and

WHEREAS, Crown Center and Land Trust are desirous of entering into this Agreement to memorialize the day-to-day parking arrangements at the Crown Center Campus as more particularly described herein;

WHEREAS, the City has agreed to join in and consent to this Agreement as an accommodation to its tenant, Land Trust, and to recognize the rights of the parties hereto to park within the Parking Areas subject to compliance with the terms and conditions hereof.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in detail.

2. Parking Easement to City and Land Trust. Crown Center hereby grants to the City and to Land Trust, as the tenant under the City Ground Lease, their successors and/or assigns, and their employees, customers, users, guests, contractors, subcontractors, agents, invitees, tenants, subtenants, and such tenants' or subtenants' employees, contractors, mortgagees, agents, and customers, a non-exclusive easement for the Term (as hereinafter defined in paragraph 6) for the parking of vehicles over, upon and across all of the Parking Areas from time to time located on the Crown Center Parcel ("**Crown Center Parking Areas**"), reserving unto Crown Center the right to relocate, reconstruct and/or reconfigure such Crown Center Parking Areas from time to time, provided such relocation, reconstruction and/or reconfiguration shall not reduce the number of existing parking spaces available to the Crown Center Campus, as applicable, hereunder as of the date of this Agreement subject to the requirements of any applicable governmental authority. The rights conveyed herein to the City and Land Trust shall include the right of reasonable ingress, egress, and access onto the Crown Center Parcel, as reasonably necessary, in order to access and utilize the parking easement granted herein. The City hereby acknowledges and agrees that for so long as the City Ground Lease is in effect, Land Trust is entitled to and is a beneficiary of all the easement rights and privileges granted to the City hereunder in accordance with the terms of the City Ground Lease and this Agreement.

3. Parking Easement to Crown Center. The City and Land Trust hereby grant to Crown Center, its successors and/or assigns, and its employees, customers, users, guests, contractors, subcontractors, agents, mortgagees, invitees, tenants, subtenants, and such tenants' or subtenants' employees, contractors, agents, and customers, a non-exclusive easement for the Term (as defined in paragraph 6) for the parking of vehicles over, upon and across all of the Parking Areas from time to time located on the Leased Parcel ("**Leased Parking Areas**"), reserving unto the City (subject to the terms of the City Ground Lease) and to Land Trust, as tenant under the City Ground Lease, the right to relocate, reconstruct and/or reconfigure such Leased Parking Areas from time to time, provided such relocation, reconstruction and/or reconfiguration shall not reduce the number of existing parking spaces available to the Crown Center Campus hereunder as of the date of this Agreement subject to the requirements of any applicable governmental authority. The rights conveyed herein to Crown Center shall include the right of reasonable ingress, egress, and access onto the Leased Parcel, as reasonably necessary, in order to access and utilize the parking easement granted herein. Subject in all respects to Section 13 herein, the easement rights granted by the City to Crown Center under this Agreement shall not be extinguished by virtue of a termination of the City Ground Lease (as a result of Land Trust's default, voluntary termination, surrender of the City Ground Lease or otherwise) but rather shall continue for the Term, provided: (i) Crown Center complies with all obligations under this Agreement, including under Sections 4 and 5 hereunder (subject in all respects to the notice and cure periods set forth herein), (ii) Crown Center pays to the City a prorata payment of the rent due under the current City Ground Lease, in accordance with the payment schedule attached hereto as Exhibit "F" (subject in all respects to the notice and cure periods set forth herein) ("**Payment Schedule**") from the date of termination under the City Ground Lease, and (iii) Crown Center agrees to maintain the entire Parking Areas at the Crown Center Campus (excluding any buildings or any other improvements except for sidewalks, curbing and landscaping) and all related obligations including sidewalks, curbs and landscaping ("**Surface Site Improvements**") at Crown Center's sole cost and expense, until such time, as a new tenant of the Leased Parcel signs a new lease with the City and agrees to assume any and all obligations, including without limitation, paying its prorata share of the maintenance obligations for the Parking Areas under this Agreement; it being understood that the City will require, as a condition to any new lease of all or any portion of the Leased Parcel that the tenant thereunder assume any and all obligations, including without limitation, paying its prorata share of the maintenance obligations for the Parking Areas, under this Agreement. Any such new tenant of all or any

portion of the Leased Parcel who assumes the obligations under this Agreement shall be entitled to all of the rights and benefits granted hereunder to Land Trust, and shall be entitled to exercise all such rights and benefits, including but not limited to, the parking rights granted under Section 2 hereunder. In the event the City Ground Lease is assigned to any third-party not affiliated with Crown Center, then as of the date of such assignment of the City Ground Lease to such new tenant, Crown Center shall commence paying directly to the City, the applicable pro rata payments set forth in the Payment Schedule attached hereto; and Crown Center shall continue to have all of the rights and benefits set forth herein for the duration of the Term. Crown Center's failure to make such direct payments to the City in the event of an assignment of the Ground Lease to a non-affiliate shall entitle such new tenant of the City Ground Lease to all rights under Section 11 of this Agreement, including the right to pay such pro rata payments and seek reimbursement plus interest against Crown Center. Further, in the event of a monetary default under the City Ground Lease by Land Trust for failing to pay any installment of rent due thereunder, and notwithstanding the City Ground Lease has not been terminated, the City shall have the right upon written notice to request that Crown Center start paying directly to the City, the applicable pro rata payments set forth in the Payment Schedule attached hereto until such time as Land Trust (or its lender) has cured the applicable monetary default; if there has been any excess payments made to the City, the City shall promptly refund the appropriate amounts to the applicable party entitled to the refund. If this Agreement is terminated as a matter of law as a result of the termination of the City Ground Lease, then provided Crown Center is not in default of this Agreement beyond any notice and cure period set forth in Section 11 (subject to the terms of Section 13 herein), the City agrees to enter into and execute a new cross parking easement with Crown Center upon the same terms and conditions contained herein. For purposes of this Agreement, a termination of the City Ground Lease followed by the execution of a new lease in accordance with the terms of Article 23 of the City Ground Lease shall not be considered a termination of the City Ground Lease herein so long as the effect of such termination is not to terminate or extinguish this Agreement.

4. Taxes. Land Trust agrees that it shall promptly pay or caused to be paid all real estate taxes, special and general assessments, and other governmental impositions and charges of every kind and nature whatsoever levied and assessed against the Leased Parcel, including the Leased Parking Area, in accordance with the terms of the City Ground Lease ("**Taxes**"). Crown Center agrees that it shall promptly pay or caused to be paid all real estate taxes, special and general assessments, and other governmental impositions and charges of every kind and nature whatsoever levied and assessed against the Crown Center Parcel including the Crown Center Parking Area. Each party shall pay those taxes and/or assessments and shall deliver, upon written request, copies of receipts evidencing such payment to the other party or its successors and assigns not less than thirty (30) days before those taxes and/or assessments would become delinquent under applicable law. The City shall have no obligation to contribute towards payment of any and all taxes, or special or general assessments, or of like impositions or charges.

5. Maintenance.

(a) In consideration of this Agreement, Crown Center agrees that it shall at all times maintain or cause to be maintained the surface area of the Crown Center Parking Areas (or if applicable, all Parking Areas pursuant to the terms of Section 3 hereunder) including any Surface Site Improvements by: (1) repairing or replacing, as necessary, any materials within the Crown Center Parking Areas that require repair or replacement; and (2) cleaning the Crown Center Parking Areas, as needed, to maintain them in a neat and attractive manner. All repairs and replacements Crown Center makes as required herein shall be at least of equal quality and class as that existing on the date hereof. When making such repairs and replacements or performing maintenance of the Crown Center Parking Areas, Crown Center shall comply with all applicable laws, ordinances, codes, regulations and State and City engineering standards then in effect. In consideration of this Agreement, Land Trust agrees that it shall at all times maintain or cause to

be maintained the Leased Parking Areas by: (1) repairing or replacing, as necessary, any materials within the Leased Parking Areas that require repair or replacement; and (2) cleaning the Leased Parking Areas, as needed, to maintain them in a neat and attractive manner. All repairs and replacements Land Trust makes as required herein shall be at least of equal quality and class as that existing on the date hereof. When making such repairs and replacements or performing maintenance of the Leased Parking Areas, Land Trust shall comply with all applicable laws, ordinances, codes, regulations and State and City engineering standards then in effect. It is contemplated that subject to Section 3 of this Agreement, Crown Center and Land Trust and any future tenant or subtenant under the City Ground Lease in accordance with the terms thereof or any future user of all or any portion of the Parking Areas shall bear its prorata share of all costs and expenses with regard to the use, operation, maintenance, taxes, insurance, repair and replacement of the Parking Areas based on their respective use of the Parking Areas or on another commercially reasonable basis. To that end, Crown Center and Land Trust shall cooperate with each other and the City and with any future tenant or subtenant under the City Ground Lease in accordance with the terms thereof or any future user of the Parking Areas to maintain the Parking Areas in good condition and in compliance with all laws, codes and regulations and shall take such actions as are reasonably necessary to maintain a uniform appearance on the Crown Center Campus. Crown Center and Land Trust covenant and agree to pay the reasonable costs of any repair and/or replacement for any damage to the Parking Areas, including the Surface Site Improvements, which directly result from any exercise of the rights granted to such party by this Agreement. Nothing herein shall be construed as an obligation of the City to maintain the Parking Areas except to the extent that the City is using the Parking Areas in accordance with the terms of the City Ground Lease or upon a termination or voluntary surrender of the City Ground Lease, at which time, such maintenance costs shall be passed through to the City on a prorata basis as set forth in this Section to the extent the City is using the Parking Areas and if not, then to the extent of the proceeds in the escrow maintenance fund.

(b) In consideration of the City entering into this Agreement, Crown Center and Land Trust shall collectively deposit the amount of \$20,000.00 to be held by the City in escrow ("**Maintenance Escrow**"). In the event that the Parking Areas are not being maintained in accordance with the terms and conditions of this Agreement, then following notice and opportunity to cure as set forth herein, the City shall have the right, but not the obligation, to use the funds being held in the Maintenance Escrow to maintain the Parking Areas.

6. Term. The initial term of this Agreement shall expire on January 15, 2035 ("**Initial Term**"). The Initial Term of this Agreement shall automatically be extended to the extent the City Ground Lease is extended pursuant to renewal option(s) set forth in the City Ground Lease (the Initial Term, together with any renewals or extensions of this Agreement, shall be referred to collectively as the "**Term**"). If all current renewal options under the City Ground Lease are exercised, then the City Ground Lease shall terminate on January 15, 2080, and on such date, this Agreement shall terminate as well unless the City Ground Lease is further extended, in which event this Agreement shall be further extended to be coterminous with the term of the extended City Ground Lease term. Crown Center and Land Trust, or their successors and/or assigns, agree to execute such documents as are reasonably necessary to evidence termination of this Agreement. The Term of this Agreement shall not be extended beyond January 15, 2080 until an acknowledgement of the extension is recorded by the City in the public records of Broward County, Florida.

7. Crown Center Insurance. Crown Center agrees that at all times during the Term of this Agreement, it shall keep or cause to be kept in effect the following, to the extent available:

7.1 Fire and All Risk Property coverage on the Crown Center Parking Areas if available, in an amount equal to not less than ninety percent (90%) of their full insurable value.

7.2 In the event Crown Center has employees who perform maintenance and repairs of the Crown Center Parking Areas, then it shall maintain Workers' Compensation Insurance in its own name.

7.3 A Commercial General Liability Insurance Policy, in standard form, insuring Crown Center, as named insured and any of its lender(s), Land Trust and the City as an additional insured, against any and all liability for bodily injury or property damage in the amount of not less than One Million Dollars (\$1,000,000.00) in respect to injuries or death attributable to any one occurrence and at least Two Million Dollar/s (\$2,000,000.00) in the aggregate. This policy shall be primary and non-contributory of any other insurance carried by City. The minimum limits of coverage may be reviewed by City no sooner than every five (5) years and adjusted based on what is generally required by City in other similar easement agreements approved at or near the time of such review.

7.4 With the exception of Workers' Compensation and Fire and All Risk coverage, all insurance to be obtained by Crown Center pursuant to this Agreement shall name Crown Center as insured and any of its lenders and City as additional insureds as their respective interests may appear. The All Risk Policy shall include the City's interest as a loss payee in accordance with the Lender's loss payable provision CP218 or equivalent. Subject to the requirements of Crown Center's lender(s), all such policies of insurance shall also provide for the adjustment of claims under such policies by Owner. Subject to the requirements of Crown Center's current and future lender(s), any and all net insurance proceeds received by or on account of Crown Center, as the case may be, with respect to the Crown Center Parking Areas shall be deposited by Crown Center in an interest bearing account for the benefit of Crown Center, its lender(s) and City, and said funds shall, subject to Crown Center's current and future lender's requirements, be used for the purpose of reconstruction or repair, as the case may be, of any of the Crown Center Parking Areas so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with all applicable building and zoning codes and regulations or standards promulgated by any governmental agency having jurisdiction over the Crown Center Parking Areas. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then, and in such event, subject to Crown Center's current and future lender's requirements, such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair, and any difference shall be paid by Crown Center. The City acknowledges that the terms and conditions of any current or future mortgage on the Crown Center Parcel shall automatically govern the use and availability of insurance proceeds and requirements for Crown Center to rebuild, reconstruct and repair in event of a casualty.

8. Land Trust Insurance. Land Trust agrees that, at all times during the Term of this Agreement, it shall keep or cause to be kept in effect the following, to the extent available:

8.1 Fire and All Risk Property coverage on the Leased Parking Areas, if available, in an amount equal to not less than ninety percent (90%) of their full insurable value.

8.2 In the event Land Trust has employees who perform maintenance and repairs of the Leased Parking Areas, then it shall maintain Workers' Compensation Insurance in its own name.

8.3 A Commercial General Liability Insurance Policy on the Leased Parking Areas, in standard form, insuring Land Trust as a named insured, any of its lender(s), Crown Center and the City as an additional insured, against any and all liability for bodily injury or property damage in the amount of not less than One Million Dollars (\$1,000,000.00) in respect to injuries or death attributable to any one occurrence and at least Two Million Dollar/s (\$2,000,000.00) in the aggregate. This policy requirement shall not be affected by any other insurance carried by City. The minimum limits of coverage may be

reviewed by City no sooner than every five (5) years and adjusted based on what is generally required by City in other similar easement agreements approved at or near the time of such review.

8.4 With the exception of Workers' Compensation and Fire and All Risk coverage, all insurance to be obtained by Land Trust on the Leased Parking Areas pursuant to this Agreement shall name Land Trust as insured and any of its lenders and City as an additional insured as their respective interests may appear. The All Risk Policy shall include the City's interest as a loss payee. Subject to the requirements of Land Trust's lender(s), all such policies of insurance shall also provide for the adjustment of claims under such policies by owner. Subject to the requirements of Land Trust's current and future lender(s), any and all net insurance proceeds received by or on account of Land Trust, as the case may be, with respect to the Leased Parking Areas shall be deposited by Land Trust in an interest bearing account for the benefit of Land Trust, its lender(s) and City, and said funds shall, subject to Land Trust's current and future lender's requirements, be used for the purpose of reconstruction or repair, as the case may be, of any of the Leased Parking Areas so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with all applicable building and zoning codes and regulations or standards promulgated by any governmental agency having jurisdiction over the Leased Parking Areas. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then, and in such event, subject to Land Trust's current and future lender's requirements, such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair, and any difference shall be paid by Land Trust. The City acknowledges that the terms and conditions of any current or future mortgage on the Leased Parcel shall automatically govern the use and availability of insurance proceeds and requirements for Land Trust to rebuild, reconstruct and repair in event of a casualty.

9. Crown Center Indemnity. Crown Center agrees that it shall protect, defend, indemnify and hold harmless the City, its public officials, officers, employees and agents and Land Trust and its officers, mortgagees, employees, guests, agents, tenants and subtenants from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, reasonable and necessary costs, charges and other expenses, including reasonable attorneys' fees and liabilities of every kind, nature or degree, including without limitation, personal injury, death or property damage, resulting from or arising out of Crown Center's, its tenants' and/or subtenants', mortgagee's, employees', customers', users', guests', contractors', subcontractors', agents' and invitees' possession, use, construction or maintenance within the Parking Areas except with respect to any occurrence arising out of or resulting from the intentional conduct or negligence of the City employees acting within the course and scope of their employment or arising out of or resulting from the intentional conduct or negligence of Land Trust and its officers, mortgagees, employees, guests, agents, tenants and subtenants, as applicable. Without limiting the foregoing, Crown Center further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City or Land Trust, Crown Center shall assume and defend not only itself but also the City or Land Trust, as applicable, in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City and Land Trust, provided that City and Land Trust shall retain the right to select counsel of its own choosing, subject to Crown Center's approval which shall not be unreasonably withheld, conditioned or delayed. This indemnity shall survive termination of this Agreement for those claims arising during the Term of this Agreement and is not limited by insurance coverage.

10. Land Trust Indemnity. Land Trust agrees that it shall protect, defend, indemnify and hold harmless the City, its public officials, officers, employees, agents and Crown Center and its officers, employees, guests, agents, tenants and subtenants from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, reasonable and necessary costs, charges and other expenses, including reasonable attorneys' fees and liabilities, of every kind, nature or degree, including, without

limitation, personal injury, death or property damage, resulting from or arising out of Land Trust's, its tenants' and/or subtenants', its employees', customer's, users, guests', contractors', subcontractors', agents', or invitees' possession, use, construction or maintenance within the Leased Parking Areas except for an occurrence arising out of or resulting from the intentional conduct or negligence of the City employees acting with the course and scope of their employment or Crown Center and/or its officers, employees, guests, agents, tenants and subtenants, as applicable. Without limiting the foregoing, Land Trust further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City or Crown Center, Land Trust shall assume and defend not only itself but also the City and Crown Center, as applicable, in connection with any of the above such claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City or Crown Center, provided that City or Crown Center shall retain the right to select counsel of its own choosing, subject to Land Trust's approval which shall not be unreasonably withheld, conditioned or delayed. This indemnity shall survive termination of this Agreement for those claims arising during the Term of this Agreement and is not limited by insurance coverage.

11. Enforcement. In the event of a breach by any party to any terms, covenants, or conditions hereof, the other parties shall be entitled to full and adequate relief by injunction and/or all such other available equitable remedies from the consequences of such breach, including specific performance, provided that the defaulting party shall have thirty (30) days following written notice thereof by the affected party to cure a breach of this Agreement (unless such breach cannot reasonably be cured within such 30-day period and the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion). In addition, upon the failure of a defaulting party to cure a breach of this Agreement after the notice and cure period set forth, the affected non-defaulting party shall have the right to take reasonable steps to perform such defaulting party's obligation(s) hereunder and be reimbursed by such defaulting party upon demand for the reasonable costs thereof together with interest at the prime rate of interest as quoted in the Wall Street Journal plus four percent (4%) (not to exceed the maximum rate of interest allowed by law). No breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. Nothing herein shall be construed as consent by the City to pay interest in the event of a breach by the City of any term, covenant or condition contained herein. Crown Center and Land Trust acknowledge that the City is joining in this Agreement as an accommodation to its tenant, Land Trust, under the City Ground Lease. The City is entering into this Agreement at the request of Land Trust and Crown Center and has agreed, among other things, to encumber its fee interest in the underlying property as an accommodation to Land Trust and Crown Center.

12. Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses, including reasonable attorneys' fees, awarded to the City in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting party in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the property interest of the defaulting party until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records 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, and (ii) all liens and encumbrances (including mortgages or deeds of trust and all provisions thereof) recorded in the Public Records of Broward County, Florida, prior to the date of recordation of said notice of lien. Upon the timely curing by the defaulting party of any default for which a notice of lien was recorded, the party recording it shall record an appropriate release of such notice of lien and Assessment Lien. Nothing herein shall be construed as consent by the City to place a lien on the interest of the City in the Leased Parcel or the Leased Parking Area. Crown Center and Land Trust may encumber their respective interest but shall have no right or authority to encumber the City's interests in

the subject property or any other property owned by the City as a remedy for default or as security for a claim for reimbursement.

13. Lender Notice and Cure Rights. The parties acknowledges that Crown Center and Land Trust have mortgaged (and may in the future mortgage) their respective interests in the Crown Center Campus to the lenders as set forth in the Consent and Subordination attached hereto and agrees that if the holder of such mortgage or any future mortgagee (each, together with its successors and assigns, a "Crown Center Lender" and collectively, the "Crown Center Lenders") sends to the other parties a copy of its mortgage, together with written notice specifying the name and address of the mortgagee, the parties agrees that until written notice of satisfaction is given by the applicable Crown Center Lender to the other parties, the following provisions shall apply:

A. Notices to Crown Center Lenders. The applicable party shall, upon serving Land Trust or Crown Center, as applicable, with any notice of default of this Agreement, simultaneously serve a copy of such notice upon the applicable Crown Center Lender. Each Crown Center Lender shall have the right to cure any default of this Agreement by its respective borrower, as applicable, and the parties agree to accept such cure as if the acts had been performed directly by the applicable party to this Agreement.

B. Mortgagee Consent/Right to Cure. No cancellation, termination or surrender of this Agreement by Land Trust, the City and/or Crown Center shall be made without the consent of the Crown Center Lenders except that no consent is required upon expiration of the this Agreement pursuant to paragraph 6. Further, the affected party(ies) shall not exercise any remedy available under this Agreement as a result of any default after any party's failure to cure such default within the applicable notice and cure periods set forth herein, if the applicable Crown Center Lender cures such default of its borrower within sixty (60) days after written notice from the affected party(ies), or, in the case of a non-monetary default which cannot reasonably be cured within sixty (60) days, the applicable Crown Center Lender commences the cure of the default and proceeds diligently and with reasonable dispatch to cause the cure of such default to completion. A non-monetary default under this Agreement shall be a default of a party's respective obligation other than for maintenance costs and expenses, the payment of rent, payment of taxes and payment of premiums for the insurance policies required in paragraph in 7 and reimbursement amounts owed under paragraph 11 and all other liquidated sums. The parties agree that the aforementioned sixty (60) day cure period for non-monetary defaults shall be tolled in the event the applicable Crown Center Lender must initiate and pursue foreclosure proceedings or other remedies (including without limitation in connection with any bankruptcy proceeding) until such time as the applicable Crown Center Lender has gained exclusive possession and control of the premises to commence the cure. In the event that the applicable Crown Center Lender fails to cure a monetary default of Crown Center or Land Trust, as applicable, following written notice from the affected party after the expiration of the sixty (60) day cure period, the non-defaulting party(ies) shall have the right to exercise all remedies available to it under this Agreement. The parties further agree that any non-monetary default that is not capable or susceptible to cure by the Crown Center Lenders (such that only Land Trust or Crown Center can effectuate the cure) shall be waived as to the Crown Center Lenders. At such time as either Crown Center Lender has gained exclusive possession and control of the applicable premises as successor in interest to its respective borrower, it shall be bound by all of the terms, conditions, liabilities and obligations under this Agreement.

14. Miscellaneous.

(a) City Ground Lease. This Agreement is intended to provide certain obligations regarding the Parking Areas, without amendment or limitation of the rights and obligations set forth under the City Ground Lease.



(b) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(c) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, or when sent via FedEx or other nationally recognized overnight air courier with receipted delivery, and addressed to the party being notified at the address given above (or such other address which any party may designate for itself from time to time hereafter by written notice to the other parties).

(d) Covenant Running with the Land. The easements, covenants, conditions, and agreements contained herein shall run with title and land to the Crown Center Parcel and the Leased Parcel for the duration of the Term and are intended to be and shall be construed as binding upon and benefiting the parties and their respective successors and assigns. This Agreement shall be binding on all owners of all or any portion of the Crown Center Parcel and Leased Parcel for the duration of the Term. Any future tenant or subtenant of all or any portion of the Crown Center Parcel or the Leased Parcel shall be bound by the terms of this Agreement. This Agreement is subject to all matters of record as of the date hereof affecting the Crown Center Parcel and the Leased Parcel, respectively, including the City Ground Lease provided that notwithstanding anything to the contrary set forth herein, nothing set forth in the City Ground Lease shall amend, modify or abrogate any rights granted hereunder to Crown Center or its Crown Center Lender and nothing set forth in this Agreement shall amend, modify or abrogate any rights granted to Land Trust or its Crown Center Lender under the City Ground Lease.

(e) Estoppels. Within twenty (20) days of written request by a party to this Agreement to any other party to this Agreement, the requested party shall provide to the requesting party a written certificate which shall certify to the requesting party, its purchaser, its lender or such other parties as may be appropriate: (i) whether this Agreement is in full force and effect and has not been modified, (ii) whether a party to this Agreement is in default of its obligations hereunder, and (iii) whether any monies are due from one party to another party under this Agreement. In the case of the City, the City Manager shall have the authority to execute certificates without Commission approval.

(f) Amendment. This Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Broward County, Florida.

(g) Compliance. Crown Center and Land Trust agree that neither party shall cause its property to increase parking requirements thereon in a manner that would cause the other party's property to fail to comply with parking requirements under applicable zoning codes, laws and regulations.

(h) Representations. The parties acknowledge that the City is not making any representations or warranties as to the status of title, condition, adequacy or sufficiency of the parking at the Crown Center Campus and that Crown Center and Land Trust agree to take the Parking Areas in their AS-IS conditions with all faults and defects. Further, the City makes no representations or warranties as to whether consent or approval of the Federal Aviation Authority is required.

(i) No Waiver. Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or the conditions or limitations of F.S. Section 768.28 (2016), as amended. Further, nothing herein shall be construed as a waiver of the City's sovereign immunity under common law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

CROWN CENTER:

FORT LAUDERDALE CROWN CENTER,  
INC., a Florida corporation

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
James E. Goldstein, President

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by James E. Goldstein, as President of FORT LAUDERDALE CROWN CENTER, INC., a Florida  
corporation, on behalf of the corporation. He [\_\_\_\_\_] is personally known to me or [\_\_\_\_\_] has  
produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

CITY OF FORT LAUDERDALE, FLORIDA

(SEAL)

By: \_\_\_\_\_

Mayor  
JOHN P. "JACK" SEILER

By: \_\_\_\_\_

City Manager  
LEE R. FELDMAN

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
JEFFREY A. MODARELLI

Approved as to form  
by Cynthia Everett, City Attorney

By: \_\_\_\_\_  
LYNN SOLOMON, ASSISTANT CITY ATTORNEY

THE UNDERSIGNED JOINS INTO THE FOREGOING CROSS PARKING EASEMENT  
AGREEMENT AS TENANT UNDER THE CITY GROUND LEASE:

LAND TRUST:

CROWN LAND TRUST, INC., a Florida corporation

By: \_\_\_\_\_  
James E. Goldstein, President

[Corporate Seal]

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by James E. Goldstein, as President of CROWN LAND TRUST, INC., a Florida corporation, on behalf of the corporation. He [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION OF CROWN CENTER PARCEL

Lots 27, 28, 36 and 37, FORT LAUDERDALE INDUSTRIAL AIRPARK, SECTION 2, according to the plat thereof, recorded in Plat Book 63, page 8, of the Public Records of Broward County, Florida.

LESS AND EXCEPT the following portions of said Lots 36 and 37 conveyed to Broward County for additional road right-of-way:

That portion of said Lot 36 described as follows:

Commence at the Southeast corner of said Lot 36 for a Point of Beginning and run thence South 88°09'08" West along the South boundary of said Lot 36, a distance of 311.87 feet to the Southwest corner of said Lot 36; thence North 01°48'01" West along the West boundary of said Lot 36, a distance of 5.00 feet; thence North 88°09'08" East 5.00 feet North of and parallel with the South boundary of said Lot 36, a distance of 311.87 feet to an intersection with the East boundary of said Lot 36; thence South 01°48'01" East along said East boundary, a distance of 5.00 feet to the Point of Beginning; and

That portion of said Lot 37 described as follows:

Commence at the Southeast corner of said Lot 37 for a Point of Beginning and run thence South 88°09'08" West along the South boundary of said Lot 37, a distance of 271.84 feet; thence Northwesterly along a boundary of said Lot 37 and a curve to the right having a radius of 40.00 feet, a central angle of 90°02'51", an arc of 62.87 feet, and a chord which bears North 46°49'26" West, a distance of 56.59 feet; thence South 46°49'26" East, a distance of 49.52 feet; thence North 88°09'08" East 5.00 feet North of and parallel with the South boundary of said Lot 37, a distance of 276.84 feet to an intersection with the East boundary of said Lot 37; thence South 01°48'01" East along the East boundary of said Lot 37, a distance of 5.00 feet to the Point of Beginning.

EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PARCEL

Leasehold Estate created by that certain unrecorded Lease (Option Parcel Three) dated January 15, 1985, by and between the City of Fort Lauderdale, as Lessor, and Gateway Investments Corp., as original Lessee, a Memorandum of which was attached to each of those certain Affidavits recorded in Official Records Book 14728, Page 121, and in Official Records Book 14728, Page 164; as thereafter affected by that certain Lessor City's Acknowledgement recorded in Official Records Book 15454, Page 364; as thereafter amended on February 20, 1986, February 17, 1987, August 28, 1991, and by an undated and unsigned Amendment to Lease Agreement authorized by Resolution No. 92-104 of the City Commission; as thereafter assigned by that certain Assignment and Assumption Agreement (Ground Lease) dated July 30, 1999, by and between Gateway Investments Corp., as Assignor, and Fort Lauderdale Crown Center, Inc., as Assignee, recorded August 4, 1999, in Official Records Book 29724, Page 181; as affected by that certain Consent to Assignment of Lease Agreement dated June 6, 1999, by and between the City of Fort Lauderdale, as Lessor, Gateway Investments Corp., as Assignor, and Fort Lauderdale Crown Center, Inc., as Assignee, recorded August 4, 1999, in Official Records Book 29724, Page 186; as further assigned by that certain Assignment and Assumption Agreement (Ground Lease) dated November 16, 2004, by and between Fort Lauderdale Crown Center, Inc., as Assignor, and Fort Lauderdale Crown Land Trust, Inc., a Florida corporation, as Assignee, recorded in Official Records Book 38758, Page 424; and as further amended by that certain Fifth Amendment to Lease (Option Parcel Three) dated November 16, 2004, evidenced by that certain Affidavit recorded in Official Records Book 41473, Page 1188; and as further assigned to Crown Land Trust, Inc., a Florida corporation, by Assignment of Lease dated as of June 17, 2014, and recorded August 22, 2014, in Official Records Book 51035, Page 57, all in the Public Records of Broward County, Florida, demising for a term of years the following, to wit:

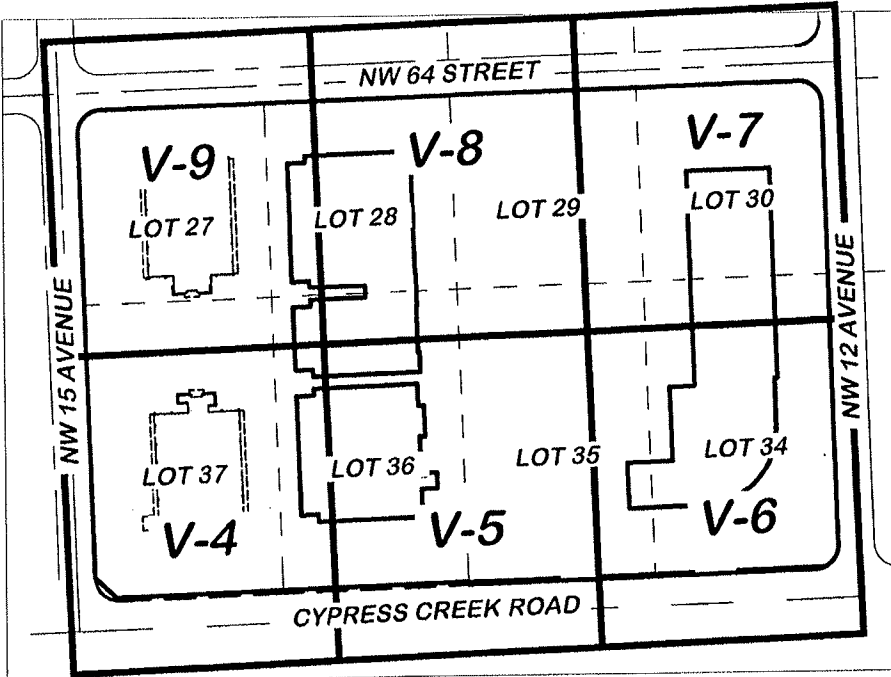
All of Lots 29, 30, 34 and 35, FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2, according to the plat thereof as recorded in Plat Book 63, Page 8, of the Public Records of Broward County, Florida.

EXHIBIT "C"  
LEGAL DESCRIPTION AND SKETCH  
OF PARKING AREAS

FOR: MIDGARD MANAGEMENT

SKETCH AND DESCRIPTION  
 "PARKING AREAS"  
 CROWN CENTER CAMPUS

**EXHIBIT**  
 "C"  
 tabbies



**LOCATION SKETCH**  
 (NOT TO SCALE)

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE FOR CYPRESS CREEK ROAD (N.W. 62 STREET) AS SHOWN ON, "FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS SOUTH 88°09'08" WEST.
2. THE TOTAL NUMBER OF PARKING SPACES FOR THE HEREON DESCRIBED SITE IS BASED ON THE BOUNDARY SURVEYS FOR THIS SITE PREPARED BY CRAVEN THOMPSON & ASSOCIATES, INC., WITH A LAST REVISION DATE OF MAY 17, 2017 AND ARE AS FOLLOWS: 1,667 REGULAR SPACES, 45 HANDICAP EQUIPPED SPACES.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF 9 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

**LEGEND**

- B.C.R. BROWARD COUNTY RECORDS
- L ARC LENGTH
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- R RADIUS
- R.P. REFERENCE POINT
- Δ CENTRAL ANGLE
- ⊕ CENTERLINE

CRAVEN THOMPSON & ASSOCIATES, INC.  
 LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG  
 PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
 STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. ADD PARKING SPACE COUNT	05-04-16	RY	RY
2. REVISE PER ATTORNEY COMMENTS	05-31-17	RY	RY

**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYOR'S  
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 739-6409 TEL: (954) 739-6400  
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2017

JOB NO.: 85-0126	SHEET 1 OF 9 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16



# CROWN CENTER CAMPUS

**LEGAL DESCRIPTION:**

LOTS 27, 28, 29, 30, 34, 35, 36 AND 37, FORT LAUDERDALE INDUSTRIAL AIRPARK, SECTION 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING PORTIONS OF SAID LOTS 36 AND 37 CONVEYED TO BROWARD COUNTY FOR ADDITIONAL ROAD RIGHT OF WAY:

THAT PORTION OF LOT 36 DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 36 FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 88°09'08" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 36, A DISTANCE OF 311.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 01°48'01" WEST ALONG THE WEST BOUNDARY OF SAID LOT 36, A DISTANCE OF 5.00 FEET; THENCE NORTH 88°09'08" EAST, 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID LOT 36, A DISTANCE OF 311.87 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID LOT 36; THENCE SOUTH 01°48'01" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF LOT 37 DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 37 FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 88°09'08" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 37, A DISTANCE OF 271.84 FEET; THENCE NORTHWESTERLY ALONG A BOUNDARY OF SAID LOT 37 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°02'51", AN ARC OF 62.87 FEET, AND A CHORD WHICH BEARS NORTH 46°49'26" WEST, A DISTANCE OF 56.59 FEET; THENCE SOUTH 46°49'26" EAST, A DISTANCE OF 49.52 FEET; THENCE NORTH 88°09'08" EAST, 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID LOT 37, A DISTANCE OF 276.84 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID LOT 37; THENCE SOUTH 01°48'01" EAST ALONG THE EAST BOUNDARY OF SAID LOT 37, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

AND FURTHER LESS AND EXCEPT BUILDING #1201 WEST CYPRESS CREEK ROAD DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST, NORTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 88°09'08" WEST ALONG THE NORTH BOUNDARY OF SAID LOT 30 AND THE SOUTH RIGHT OF WAY LINE OF N.W. 64 STREET, A DISTANCE OF 53.20 FEET; THENCE SOUTH 01°50'52" EAST, A DISTANCE OF 145.94 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF BEGINNING; THENCE SOUTH 01°50'48" EAST, A DISTANCE OF 357.60 FEET; THENCE SOUTH 88°09'12" WEST, A DISTANCE OF 5.08 FEET; THENCE SOUTH 01°47'28" EAST, A DISTANCE OF 83.29 FEET; THENCE SOUTH 88°12'32" WEST, A DISTANCE OF 0.50 FEET; THENCE SOUTH 01°47'28" EAST, A DISTANCE OF 0.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 124.70 FEET, THROUGH A CENTRAL ANGLE OF 89°55'48", FOR AN ARC DISTANCE OF 195.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°08'20" WEST, A DISTANCE OF 0.57 FEET; THENCE SOUTH 01°50'48" EAST, A DISTANCE OF 0.50 FEET; THENCE SOUTH 88°08'20" WEST, A DISTANCE OF 127.31 FEET; THENCE NORTH 01°50'52" WEST, A DISTANCE OF 77.01 FEET; THENCE NORTH 88°08'32" EAST, A DISTANCE OF 75.91 FEET; THENCE NORTH 01°50'52" WEST, A DISTANCE OF 124.63 FEET; THENCE NORTH 88°09'08" EAST, A DISTANCE OF 41.83 FEET; THENCE NORTH 01°50'52" WEST, A DISTANCE OF 365.12 FEET; THENCE NORTH 88°08'30" EAST, A DISTANCE OF 140.47 FEET TO THE POINT OF BEGINNING, THE LAST FIFTEEN (15) DESCRIBED COURSES LYING ALONG THE OUTSIDE FACE OF SAID BUILDING.

AND FURTHER LESS AND EXCEPT BUILDINGS #1415 AND #1425 WEST CYPRESS CREEK ROAD, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88°09'08" WEST ALONG THE NORTH BOUNDARY OF SAID LOT 28 AND THE SOUTH RIGHT OF WAY LINE FOR N.W. 64 STREET, A DISTANCE OF 66.76 FEET; THENCE SOUTH 01°50'52" EAST, A DISTANCE OF 92.89 FEET TO A POINT OF BEGINNING; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 25.04 FEET; THENCE SOUTH 88°11'55" WEST, A DISTANCE OF 2.90 FEET; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 70.25 FEET; THENCE NORTH 88°11'55" EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 34.10 FEET; THENCE SOUTH 88°11'55" WEST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 77.00 FEET; THENCE NORTH 88°11'55" EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 56.39 FEET; THENCE SOUTH 88°11'55" WEST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 79.00 FEET; THENCE NORTH 88°11'55" EAST, A DISTANCE OF 2.90 FEET; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 88°10'01" WEST, A DISTANCE OF 181.41 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT #1; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 11.73 FEET; THENCE SOUTH 88°11'57" WEST, A DISTANCE OF 29.10 FEET; THENCE NORTH 01°48'03" WEST, A DISTANCE OF 106.72 FEET; THENCE NORTH 88°11'57" EAST, A DISTANCE OF 29.14 FEET; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 11.60 FEET; THENCE NORTH 88°09'32" EAST, A DISTANCE OF 94.09 FEET; THENCE NORTH 02°07'49" WEST, A DISTANCE OF 20.30 FEET; THENCE SOUTH 88°41'42" WEST, A DISTANCE OF 94.31 FEET; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 10.58 FEET; THENCE SOUTH 88°11'57" WEST, A DISTANCE OF 28.93 FEET; THENCE NORTH 01°48'03" WEST, A DISTANCE OF 201.38 FEET; THENCE NORTH 88°11'57" EAST, A DISTANCE OF 29.06 FEET; THENCE NORTH 02°12'00" WEST, A DISTANCE OF 11.52 FEET; THENCE NORTH 88°10'01" EAST, A DISTANCE OF 181.45 FEET TO THE POINT OF BEGINNING, THE LAST TWENTY EIGHT (28) DESCRIBED COURSES LYING ALONG THE OUTSIDE FACE OF SAID BUILDINGS #1415 AND #1425.

(CONTINUED ON SHEET 3 OF 9)

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JOB NO.: 85-0126	SHEET 2 OF 9 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER CAMPUS

**LEGAL DESCRIPTION:**

(CONTINUED FROM SHEET 3 OF 9)

AND FURTHER LESS AND EXCEPT BUILDING #1401 WEST CYPRESS CREEK ROAD, DESCRIBED AS FOLLOWS:

COMMENCE AT SAID REFERENCE POINT #1; THENCE SOUTH 01°23'43" EAST, A DISTANCE OF 20.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°11'56" EAST, A DISTANCE OF 175.40 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 88°14'59" EAST, A DISTANCE OF 9.35 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 52.70 FEET; THENCE SOUTH 88°14'59" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 64.88 FEET; THENCE NORTH 88°14'59" EAST, A DISTANCE OF 8.30 FEET; THENCE NORTH 01°45'01" WEST, A DISTANCE OF 3.90 FEET; THENCE NORTH 88°14'59" EAST, A DISTANCE OF 18.42 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 26.84 FEET; THENCE SOUTH 88°14'59" WEST, A DISTANCE OF 26.72 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 47.55 FEET; THENCE SOUTH 88°05'55" WEST, A DISTANCE OF 175.64 FEET; THENCE NORTH 02°01'47" WEST, A DISTANCE OF 12.32 FEET; THENCE SOUTH 88°10'29" WEST, A DISTANCE OF 28.71 FEET; THENCE NORTH 01°52'10" WEST, A DISTANCE OF 200.70 FEET; THENCE NORTH 88°11'56" EAST, A DISTANCE OF 29.09 FEET; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 11.37 FEET TO THE POINT OF BEGINNING THE LAST EIGHTEEN COURSES LYING ALONG THE OUTSIDE FACE OF SAID BUILDINGS.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 820,982 SQUARE FEET (18.847 ACRES) MORE OR LESS.



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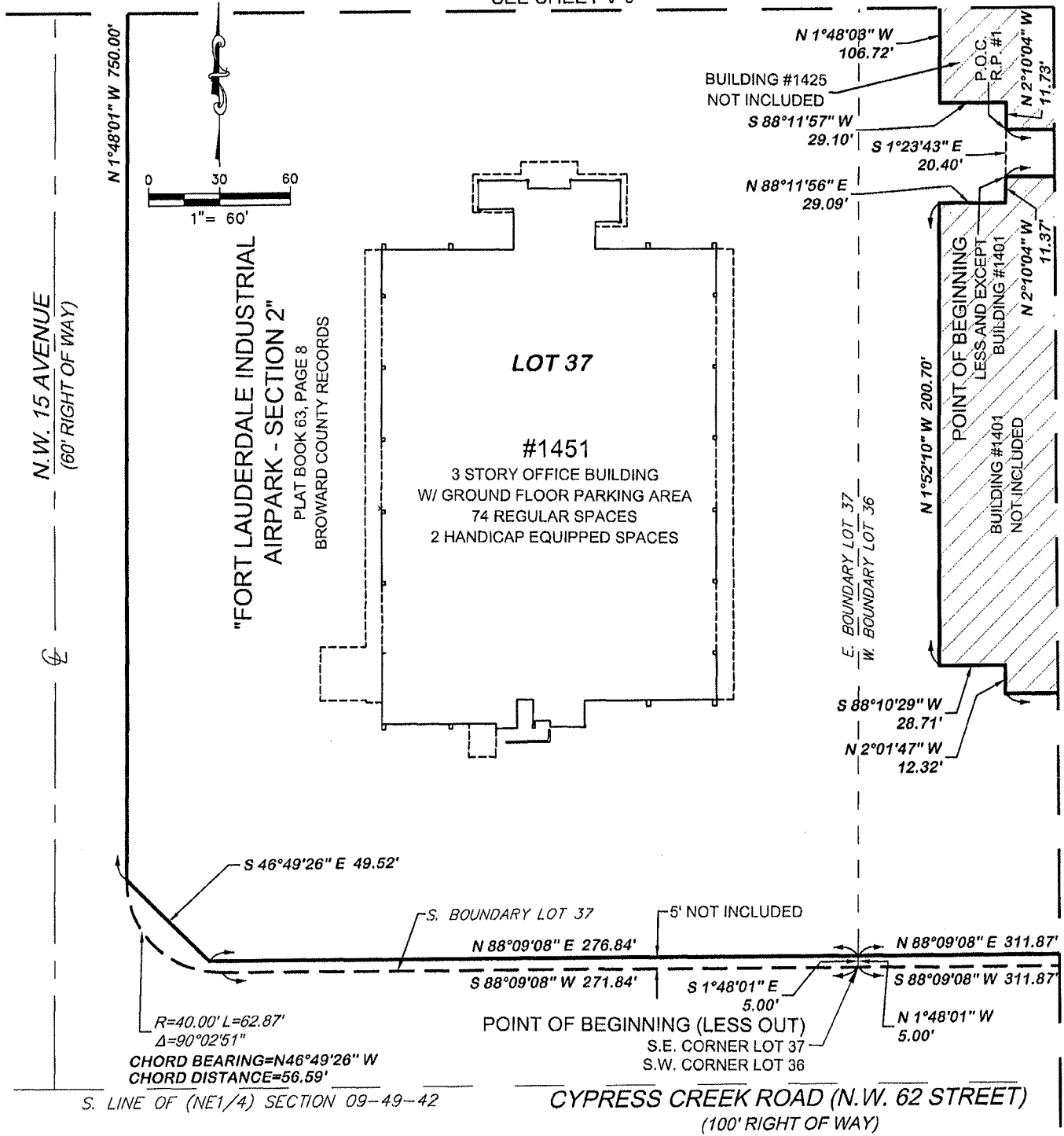


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CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER CAMPUS

SEE SHEET V-9



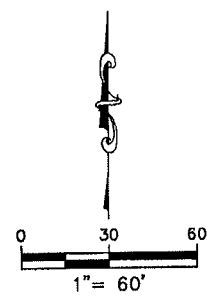
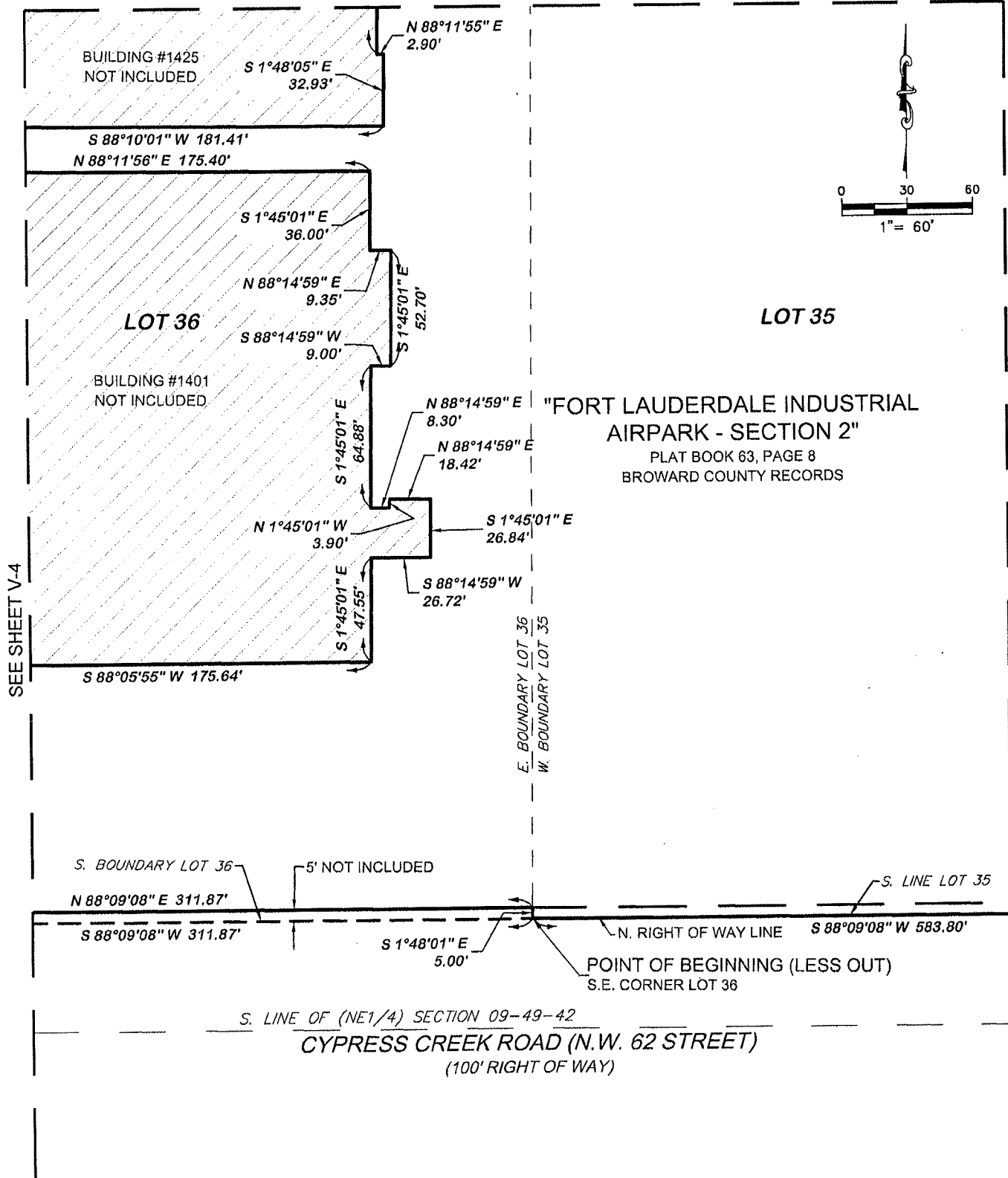
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JOB NO.: 85-0126	SHEET 4 OF 9 SHEETS
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CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER CAMPUS

SEE SHEET V-8



SEE SHEET V-4

SEE SHEET V-6

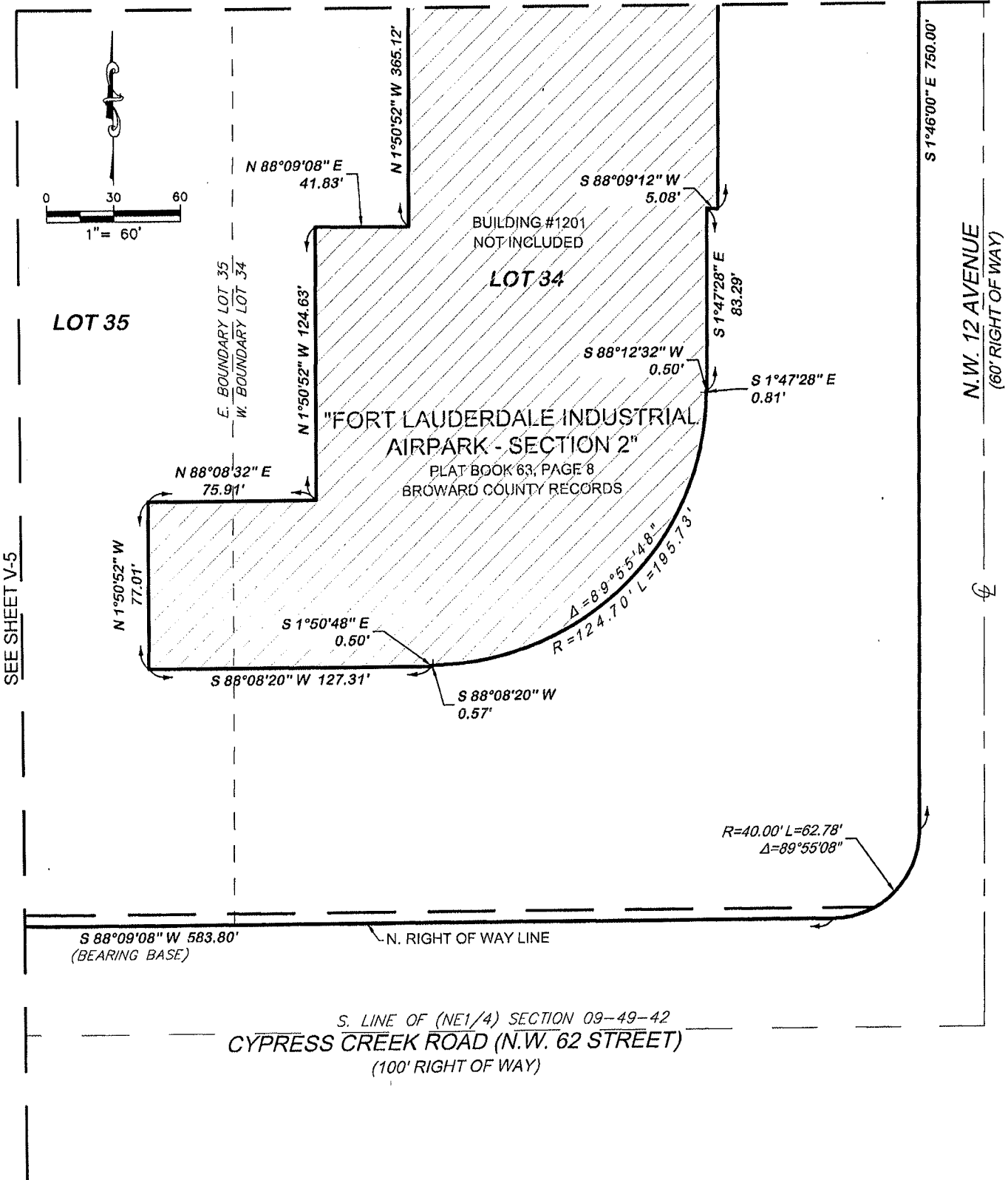
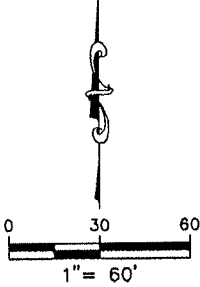
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JOB NO.: 85-0126	SHEET 5 OF 9 SHEETS
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CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER CAMPUS

SEE SHEET V-7



SEE SHEET V-5

S 88°09'08" W 583.80'  
(BEARING BASE) N. RIGHT OF WAY LINE

S. LINE OF (NE1/4) SECTION 09-49-42  
CYPRESS CREEK ROAD (N.W. 62 STREET)  
(100' RIGHT OF WAY)

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JOB NO.: 85-0126	SHEET 6 OF 9 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER CAMPUS

POINT OF COMMENCEMENT  
NORTHERLYMOST N.E. CORNER LOT 30  
LESS AND EXCEPT BUILDING #1201

**N.W. 64 STREET**  
(60' RIGHT OF WAY)

S 88°09'08" W 1167.94' (TOTAL)  
S 88°09'08" W 530.97'

S. RIGHT OF WAY LINE  
N. BOUNDARY LOT 30

S 88°09'08" W  
53.20'

N. BOUNDARY LOT 29

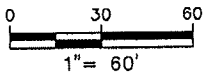
R=40.00' L=62.89'  
Δ=90°04'52"

"FORT LAUDERDALE INDUSTRIAL  
AIRPARK - SECTION 2"  
PLAT BOOK 63, PAGE 8  
BROWARD COUNTY RECORDS

S 1°50'52" E 145.94'

POINT OF  
BEGINNING  
LESS AND EXCEPT  
BUILDING #1201  
N.E. BUILDING CORNER

N 88°08'30" E 140.47'



SEE SHEET V-8

E. BOUNDARY LOT 29  
W. BOUNDARY LOT 30

LOT 29

LOT 30

BUILDING #1201  
NOT INCLUDED

S 1°46'00" E 750.00'

N.W. 12 AVENUE  
(60' RIGHT OF WAY)

E. BOUNDARY LOT 35  
W. BOUNDARY LOT 34

LOT 35

N 1°50'52" W 365.12'

S 1°50'48" E 357.60'

LOT 34

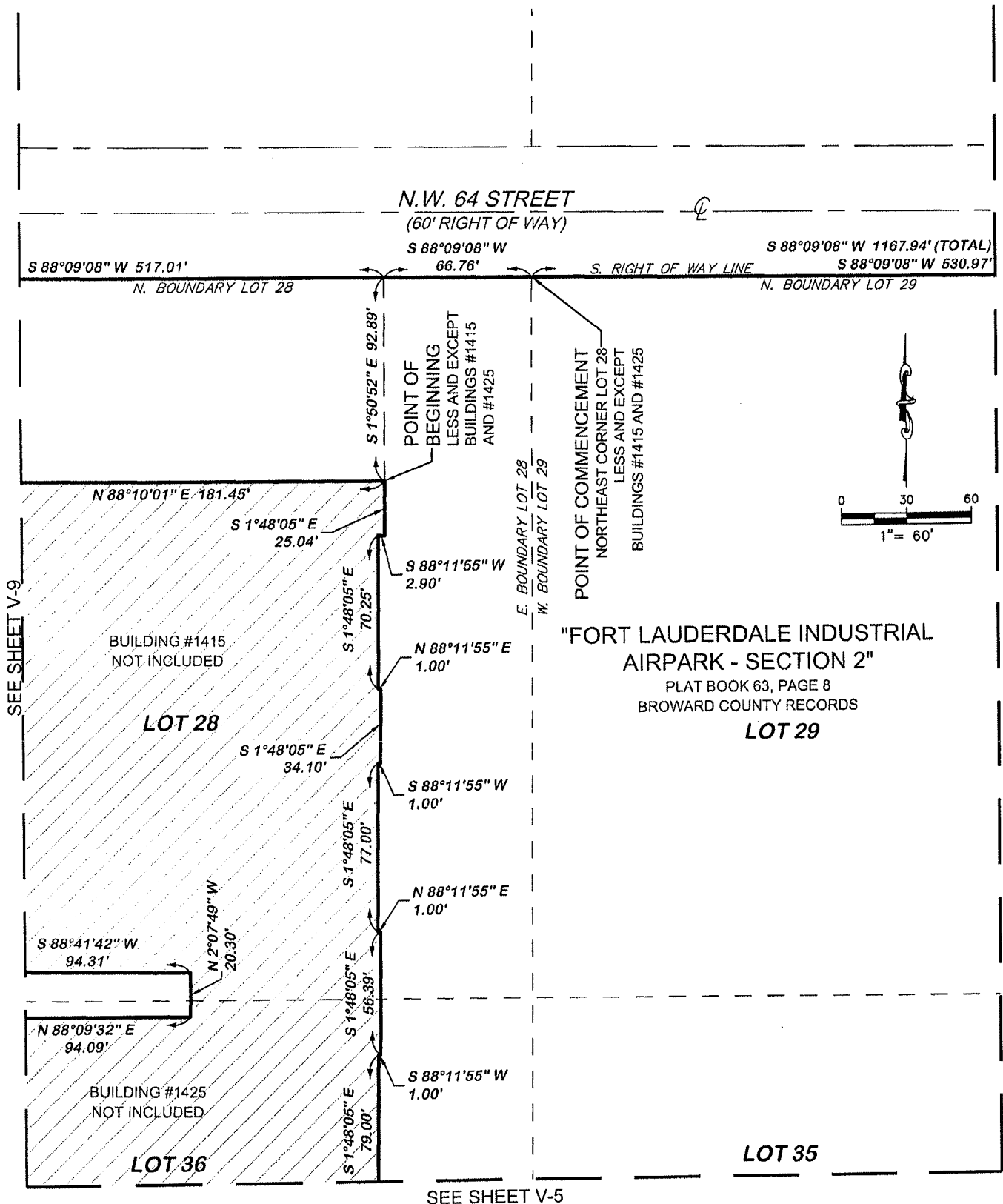
SEE SHEET V-6

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DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER CAMPUS

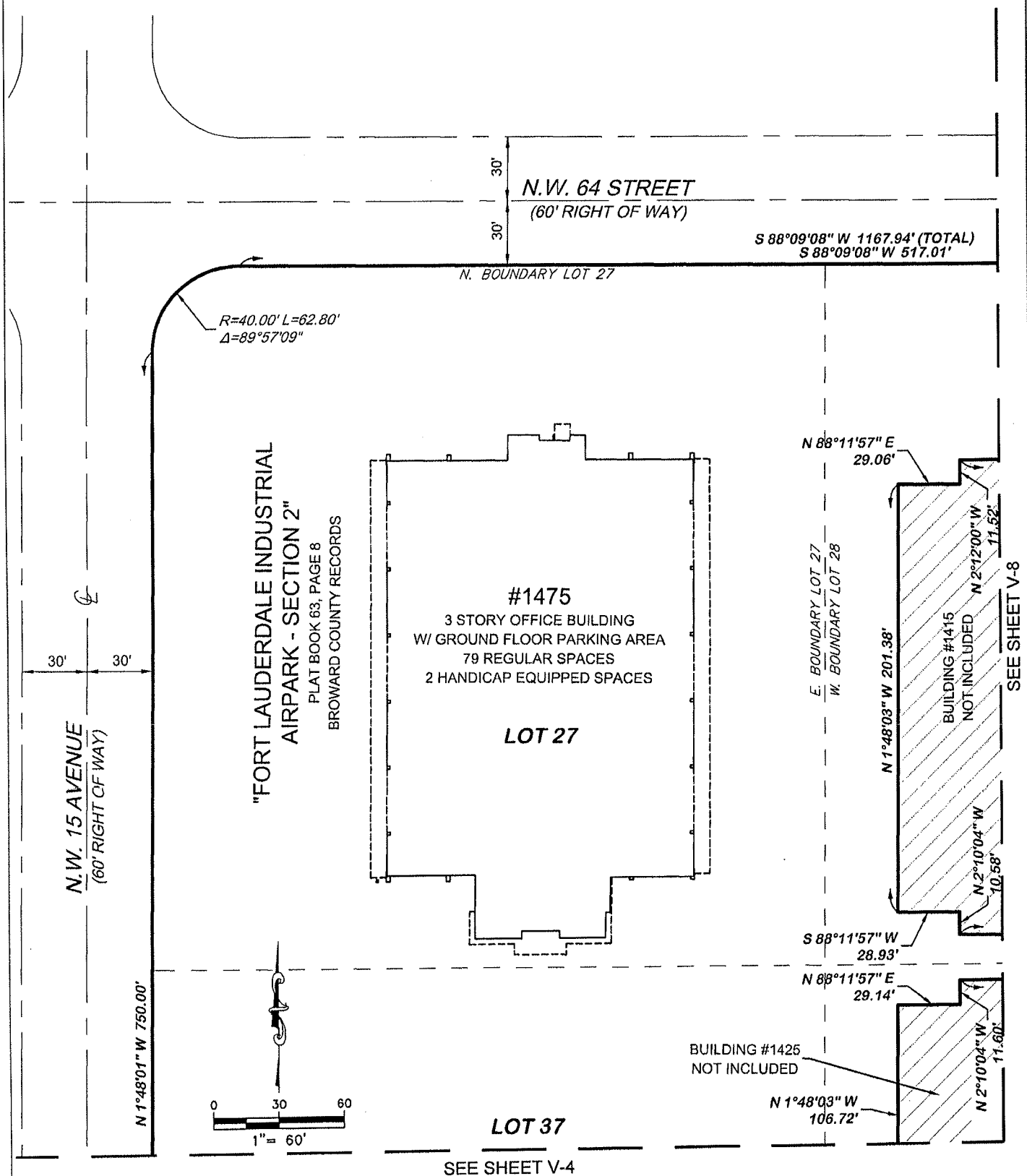


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# CROWN CENTER CAMPUS



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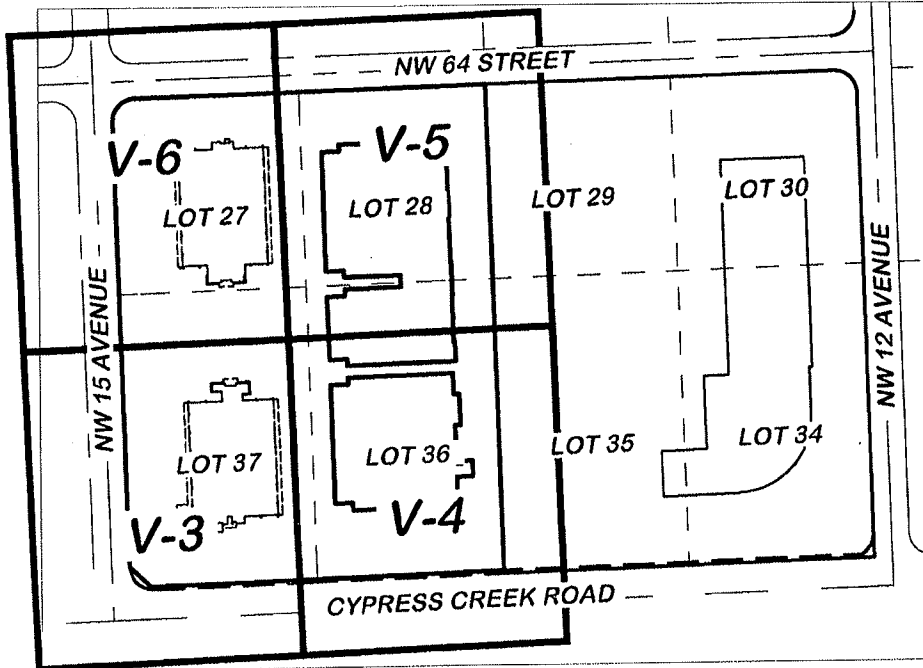


EXHIBIT "D"  
LEGAL DESCRIPTION FOR  
CROWN CENTER PARKING AREAS

FOR: MIDGARD MANAGEMENT

# SKETCH AND DESCRIPTION CROWN CENTER PARKING AREAS

**EXHIBIT**  
"D"



**KEY MAP / LOCATION SKETCH**  
(NOT TO SCALE)

**NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE FOR CYPRESS CREEK ROAD (N.W. 62 STREET) AS SHOWN ON, "FORT LAUDERDALE INDUSTRIAL AIRPARK--SECTION 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS SOUTH 88°09'08" WEST.
- THE TOTAL NUMBER OF PARKING SPACES FOR THE HEREON DESCRIBED SITE IS BASED ON THE BOUNDARY SURVEY PREPARED BY CRAVEN THOMPSON & ASSOCIATES, INC., WITH A LAST REVISION DATE OF MAY 17, 2017 AND ARE AS FOLLOWS: 710 REGULAR SPACES, 31 HANDICAP EQUIPPED SPACES.
- THIS SKETCH AND DESCRIPTION CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

**LEGEND**

- B.C.R. BROWARD COUNTY RECORDS
- L ARC LENGTH
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- R RADIUS
- R.P. REFERENCE POINT
- Δ CENTRAL ANGLE
- ⊙ CENTERLINE

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

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THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. ADD PARKING SPACE COUNT	05-04-16	RY	RY

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JOB NO.: 85-0126	SHEET 1 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER PARKING AREAS

## LEGAL DESCRIPTION:

LOTS 27, 28, 36 AND 37, FORT LAUDERDALE INDUSTRIAL AIRPARK, SECTION 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING PORTIONS OF SAID LOTS 36 AND 37 CONVEYED TO BROWARD COUNTY FOR ADDITIONAL ROAD RIGHT OF WAY:

THAT PORTION OF LOT 36 DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 36 FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 88°09'08" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 36, A DISTANCE OF 311.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 01°48'01" WEST ALONG THE WEST BOUNDARY OF SAID LOT 36, A DISTANCE OF 5.00 FEET; THENCE NORTH 88°09'08" EAST, 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID LOT 36, A DISTANCE OF 311.87 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID LOT 36; THENCE SOUTH 01°48'01" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF LOT 37 DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 37 FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 88°09'08" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 37, A DISTANCE OF 271.84 FEET; THENCE NORTHWESTERLY ALONG A BOUNDARY OF SAID LOT 37 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°02'51", AN ARC OF 62.87 FEET, AND A CHORD WHICH BEARS NORTH 46°49'26" WEST, A DISTANCE OF 56.59 FEET; THENCE SOUTH 46°49'26" EAST, A DISTANCE OF 49.52 FEET; THENCE NORTH 88°09'08" EAST, 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID LOT 37, A DISTANCE OF 276.84 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID LOT 37; THENCE SOUTH 01°48'01" EAST ALONG THE EAST BOUNDARY OF SAID LOT 37, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT BUILDINGS #1415 AND #1425 WEST CYPRESS CREEK ROAD, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88°09'08" WEST ALONG THE NORTH BOUNDARY OF SAID LOT 28 AND THE SOUTH RIGHT OF WAY LINE FOR N.W. 64 STREET, A DISTANCE OF 66.76 FEET; THENCE SOUTH 01°50'52" EAST, A DISTANCE OF 92.89 FEET TO A POINT OF BEGINNING; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 25.04 FEET; THENCE SOUTH 88°11'55" WEST, A DISTANCE OF 2.90 FEET; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 70.25 FEET; THENCE NORTH 88°11'55" EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 34.10 FEET; THENCE SOUTH 88°11'55" WEST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 77.00 FEET; THENCE NORTH 88°11'55" EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 56.39 FEET; THENCE SOUTH 88°11'55" WEST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 79.00 FEET; THENCE NORTH 88°11'55" EAST, A DISTANCE OF 2.90 FEET; THENCE SOUTH 01°48'05" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 88°10'01" WEST, A DISTANCE OF 181.41 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT #1; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 11.73 FEET; THENCE SOUTH 88°11'57" WEST, A DISTANCE OF 29.10 FEET; THENCE NORTH 01°48'03" WEST, A DISTANCE OF 106.72 FEET; THENCE NORTH 88°11'57" EAST, A DISTANCE OF 29.14 FEET; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 11.60 FEET; THENCE NORTH 88°09'32" EAST, A DISTANCE OF 94.09 FEET; THENCE NORTH 02°07'49" WEST, A DISTANCE OF 20.30 FEET; THENCE SOUTH 88°41'42" WEST, A DISTANCE OF 94.31 FEET; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 10.58 FEET; THENCE SOUTH 88°11'57" WEST, A DISTANCE OF 28.93 FEET; THENCE NORTH 01°48'03" WEST, A DISTANCE OF 201.38 FEET; THENCE NORTH 88°11'57" EAST, A DISTANCE OF 29.06 FEET; THENCE NORTH 02°12'00" WEST, A DISTANCE OF 11.52 FEET; THENCE NORTH 88°10'01" EAST, A DISTANCE OF 181.45 FEET TO THE POINT OF BEGINNING, THE LAST TWENTY EIGHT (28) DESCRIBED COURSES LYING ALONG THE OUTSIDE FACE OF SAID BUILDINGS #1415 AND #1425.

ALSO LESS AND EXCEPT BUILDING #1401 WEST CYPRESS CREEK ROAD, DESCRIBED AS FOLLOWS:

COMMENCE AT SAID REFERENCE POINT #1; THENCE SOUTH 01°23'43" EAST, A DISTANCE OF 20.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°11'56" EAST, A DISTANCE OF 175.40 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 88°14'59" EAST, A DISTANCE OF 9.35 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 52.70 FEET; THENCE SOUTH 88°14'59" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 64.88 FEET; THENCE NORTH 88°14'59" EAST, A DISTANCE OF 8.30 FEET; THENCE NORTH 01°45'01" WEST, A DISTANCE OF 3.90 FEET; THENCE NORTH 88°14'59" EAST, A DISTANCE OF 18.42 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 26.84 FEET; THENCE SOUTH 88°14'59" WEST, A DISTANCE OF 26.72 FEET; THENCE SOUTH 01°45'01" EAST, A DISTANCE OF 47.55 FEET; THENCE SOUTH 88°05'55" WEST, A DISTANCE OF 175.64 FEET; THENCE NORTH 02°01'47" WEST, A DISTANCE OF 12.32 FEET; THENCE SOUTH 88°10'29" WEST, A DISTANCE OF 28.71 FEET; THENCE NORTH 01°52'10" WEST, A DISTANCE OF 200.70 FEET; THENCE NORTH 88°11'56" EAST, A DISTANCE OF 29.09 FEET; THENCE NORTH 02°10'04" WEST, A DISTANCE OF 11.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 393,114 SQUARE FEET (9.025 ACRES) MORE OR LESS.

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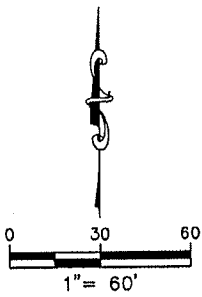
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CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER PARKING AREAS

SEE SHEET V-6



N.W. 15 AVENUE  
(60' RIGHT OF WAY)

N 1°48'01" W 750.00'

**LOT 37**

**#1451**  
3 STORY OFFICE BUILDING  
W/ GROUND FLOOR PARKING AREA  
74 REGULAR SPACES  
2 HANDICAP EQUIPPED SPACES

SEE SHEET V-4

"FORT LAUDERDALE INDUSTRIAL  
AIRPARK - SECTION 2"  
PLAT BOOK 63, PAGE 8  
BROWARD COUNTY RECORDS

S 46°49'26" E 49.52'

N. RIGHT OF WAY LINE  
S. BOUNDARY LOT 37

N 88°09'08" E 276.84'

S 88°09'08" W 271.84'

R=40.00'  
A=90°02'51"  
L=62.87'

CHORD BEARING=N46°49'26" W  
CHORD DISTANCE=56.59'

5' NOT INCLUDED

NE OF (NE1/4) SECTION 09-49-42

CYPRESS CREEK ROAD (N.W. 62 STREET)  
(100' RIGHT OF WAY)

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SHEET 3 OF 6 SHEETS

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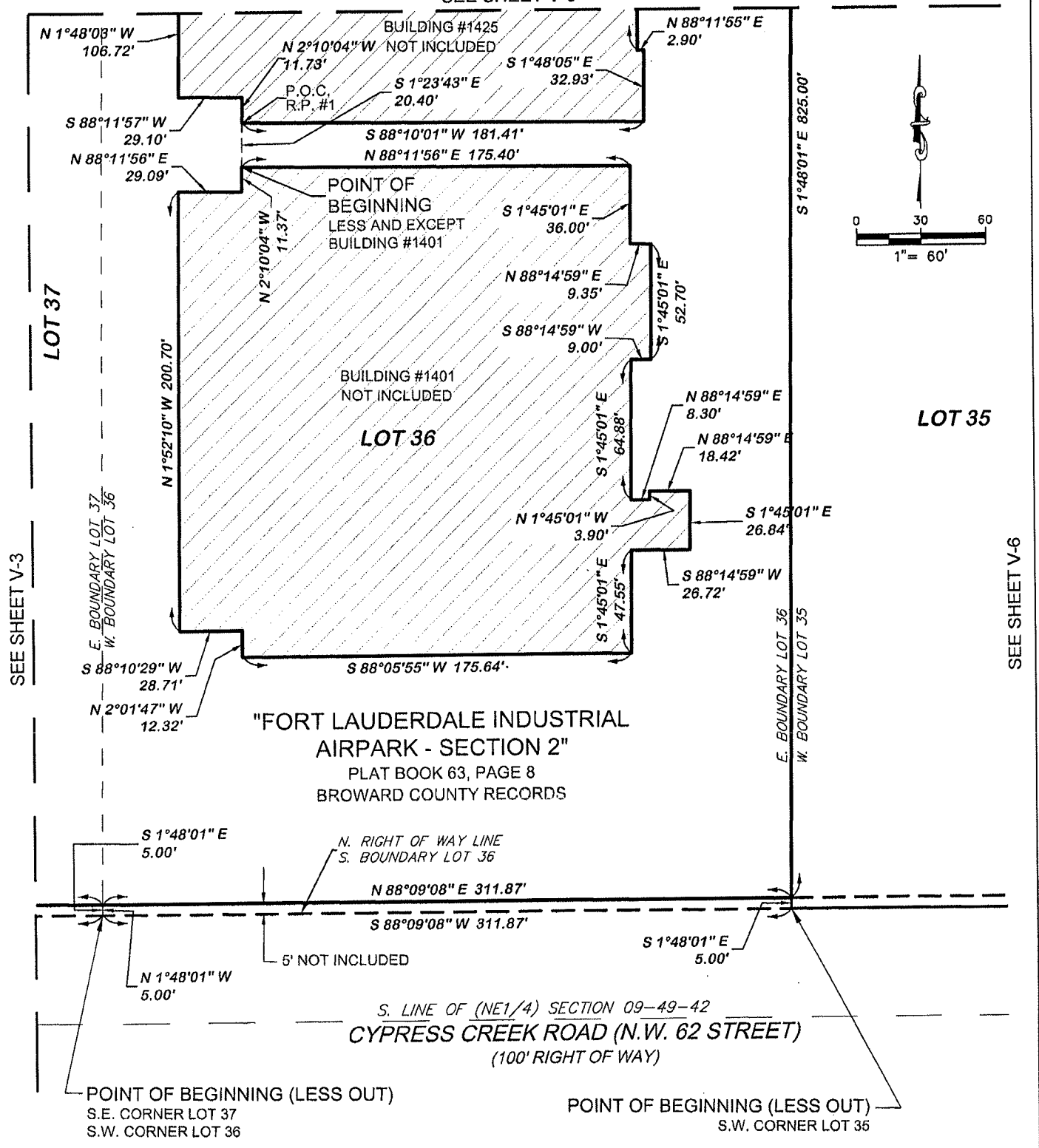
F.B. N/A PG. N/A

CHECKED BY: TCS

DATED: 03-22-16

# CROWN CENTER PARKING AREAS

SEE SHEET V-5



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DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER PARKING AREAS

LOT 10

N.W. 64 STREET  
(60' RIGHT OF WAY)

N 88°09'08" E 517.01'

S. RIGHT OF WAY LINE  
N. BOUNDARY LOT 28

S 88°09'08" W  
66.76'

LOT 28

N 88°11'57" E  
29.06'

N 88°10'01" E 181.45'

S 1°50'52" E 92.89'  
POINT OF BEGINNING  
LESS AND EXCEPT  
BUILDING #1415  
AND #1425

S 1°48'05" E  
25.04'

S 88°11'55" W  
2.90'

N 2°12'00" W  
11.52'

BUILDING #1415  
NOT INCLUDED

S 1°48'05" E  
70.25'

N 88°11'55" E  
1.00'

N 1°48'03" W 201.38'

"FORT LAUDERDALE INDUSTRIAL  
AIRPARK - SECTION 2"  
PLAT BOOK 63, PAGE 8  
BROWARD COUNTY RECORDS

S 1°48'05" E  
34.10'

S 88°11'55" W  
1.00'

N 2°10'04" W  
10.58'

N 2°07'49" W  
20.30'

S 1°48'05" E  
77.00'

N 88°11'55" E  
1.00'

S 88°11'57" W  
28.93'

S 88°41'42" W  
94.31'

N 2°10'04" W  
11.60'

S 1°48'05" E  
56.39'

N 88°11'55" E  
1.00'

N 88°11'57" E  
29.14'

N 88°09'32" E  
94.09'

S 1°48'05" E  
79.00'

S 88°11'55" W  
1.00'

LOT 37

N 1°48'03" W  
106.72'

LOT 36

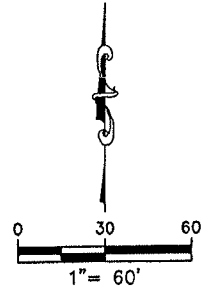
BUILDING #1425  
NOT INCLUDED

W. BOUNDARY LOT 29

S 1°48'01" E 1825.00'

POINT OF COMMENCEMENT  
LESS AND EXCEPT PARCELS  
NORTHEAST CORNER LOT 28

LOT 29



LOT 35

SEE SHEET V-4

SEE SHEET V-6

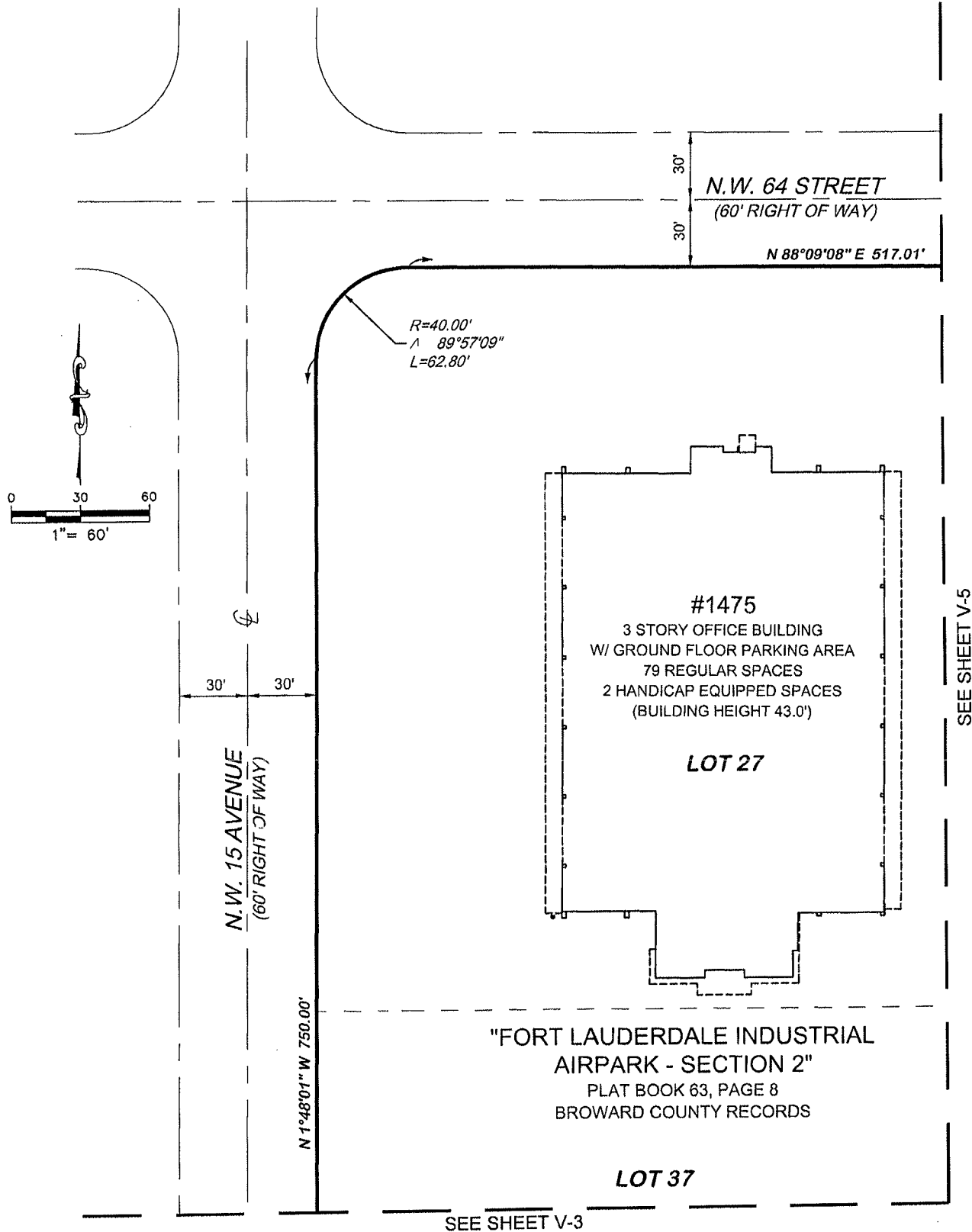
LOT 27

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JOB NO.: 85-0126	SHEET 5 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# CROWN CENTER PARKING AREAS



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CHECKED BY: TCS	DATED: 03-22-16

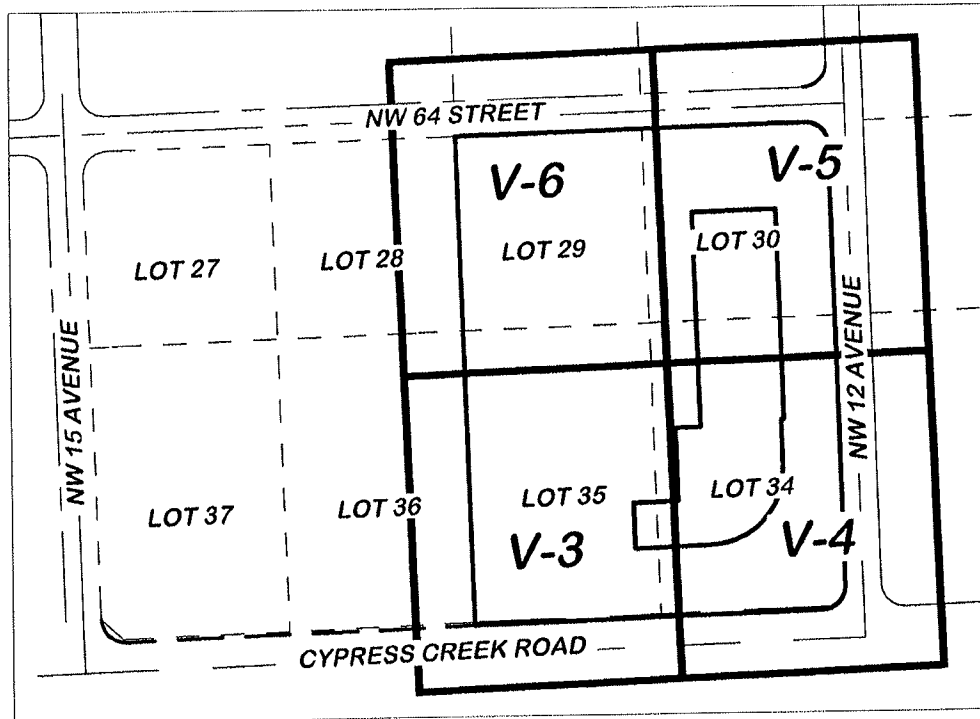
EXHIBIT "E"  
LEGAL DESCRIPTION FOR  
LEASED PARKING AREAS



FOR: MIDGARD MANAGEMENT

# SKETCH AND DESCRIPTION LEASED PARKING AREAS

**EXHIBIT**  
"E"



**KEY MAP / LOCATION SKETCH**  
(NOT TO SCALE)

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE SOUTH BOUNDARY OF LOTS 34 AND 35, "FORT LAUDERDALE INDUSTRIAL AIRPARK--SECTION 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 88°09'08" EAST.
2. THE TOTAL NUMBER OF PARKING SPACES FOR THE HEREON DESCRIBED SITE IS BASED ON THE BOUNDARY SURVEY FOR THIS SITE PREPARED BY CRAVEN THOMPSON & ASSOCIATES, INC., WITH A LAST REVISION DATE OF MAY 17, 2017 AND ARE AS FOLLOWS: 957 REGULAR SPACES, 14 HANDICAP EQUIPPED SPACES.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

**CERTIFICATE:**

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**LEGEND**

- B.C.R. BROWARD COUNTY RECORDS
- L ARC LENGTH
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R RADIUS
- Δ CENTRAL ANGLE
- ∅ CENTERLINE

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

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G:\1985\850126\_CROWN CENTER C3D\DRAWINGS\850126\_SD CROWN LAND TRUST EAST

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. ADD PARKING SPACE COUNT	05-04-16	RY	RY
2. REVISE PER ATTORNEY COMMENTS	05-31-17	RY	RY

**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYOR'S  
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 739-6409 TEL: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2017

JOB NO.: 85-0126	SHEET 1 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# LAND TRUST PARKING AREAS

**LEGAL DESCRIPTION:**

LOTS 29, 30, 34 AND 35, FORT LAUDERDALE INDUSTRIAL AIRPARK, SECTION 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

LESS AND EXCEPT BUILDING #1201 WEST CYPRESS CREEK ROAD DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST, NORTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 88°09'08" WEST ALONG THE NORTH BOUNDARY OF SAID LOT 30 AND THE SOUTH RIGHT OF WAY LINE OF N.W. 64 STREET, A DISTANCE OF 53.20 FEET; THENCE SOUTH 01°50'52" EAST, A DISTANCE OF 145.94 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF BEGINNING; THENCE SOUTH 01°50'48" EAST, A DISTANCE OF 357.60 FEET; THENCE SOUTH 88°09'12" WEST, A DISTANCE OF 5.08 FEET; THENCE SOUTH 01°47'28" EAST, A DISTANCE OF 83.29 FEET; THENCE SOUTH 88°12'32" WEST, A DISTANCE OF 0.50 FEET; THENCE SOUTH 01°47'28" EAST, A DISTANCE OF 0.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 124.70 FEET, THROUGH A CENTRAL ANGLE OF 89°55'48", FOR AN ARC DISTANCE OF 195.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°08'20" WEST, A DISTANCE OF 0.57 FEET; THENCE SOUTH 01°50'48" EAST, A DISTANCE OF 0.50 FEET; THENCE SOUTH 88°08'20" WEST, A DISTANCE OF 127.31 FEET; THENCE NORTH 01°50'52" WEST, A DISTANCE OF 77.01 FEET; THENCE NORTH 88°08'32" EAST, A DISTANCE OF 75.91 FEET; THENCE NORTH 01°50'52" WEST, A DISTANCE OF 124.63 FEET; THENCE NORTH 88°09'08" EAST, A DISTANCE OF 41.83 FEET; THENCE NORTH 01°50'52" WEST, A DISTANCE OF 365.12 FEET; THENCE NORTH 88°08'30" EAST, A DISTANCE OF 140.47 FEET TO THE POINT OF BEGINNING, THE LAST FIFTEEN (15) DESCRIBED COURSES LYING ALONG THE OUTSIDE FACE OF SAID BUILDING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 427,868 SQUARE FEET (9.822 ACRES) MORE OR LESS.

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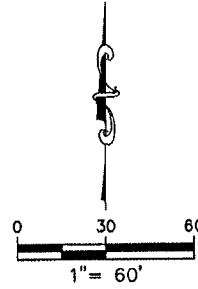


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JOB NO.: 85-0126	SHEET 2 OF 6 SHEETS
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CHECKED BY: TCS	DATED: 03-22-16

# LAND TRUST PARKING AREAS

SEE SHEET V-6



LOT 36

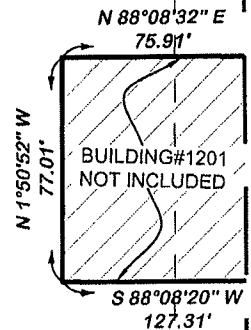
N 1°48'01" W 830.00'

E. BOUNDARY LOT 36  
W. BOUNDARY LOT 35

LOT 35

"FORT LAUDERDALE  
INDUSTRIAL AIRPARK -  
SECTION 2"  
PLAT BOOK 63, PAGE 8  
BROWARD COUNTY RECORDS

E. BOUNDARY LOT 35  
W. BOUNDARY LOT 34



SEE SHEET V-4

5' ROAD EASEMENT  
O.R.B. 19281, PG. 890; B.C.R.

S. BOUNDARY LOT 35

N. RIGHT OF WAY LINE

N 88°09'08" E 583.80'  
(BEARING BASE)

S. LINE OF (NE1/4) SECTION 09-49-42

CYPRESS CREEK ROAD (N.W. 62 STREET)  
(100' RIGHT OF WAY)

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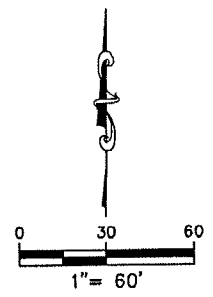
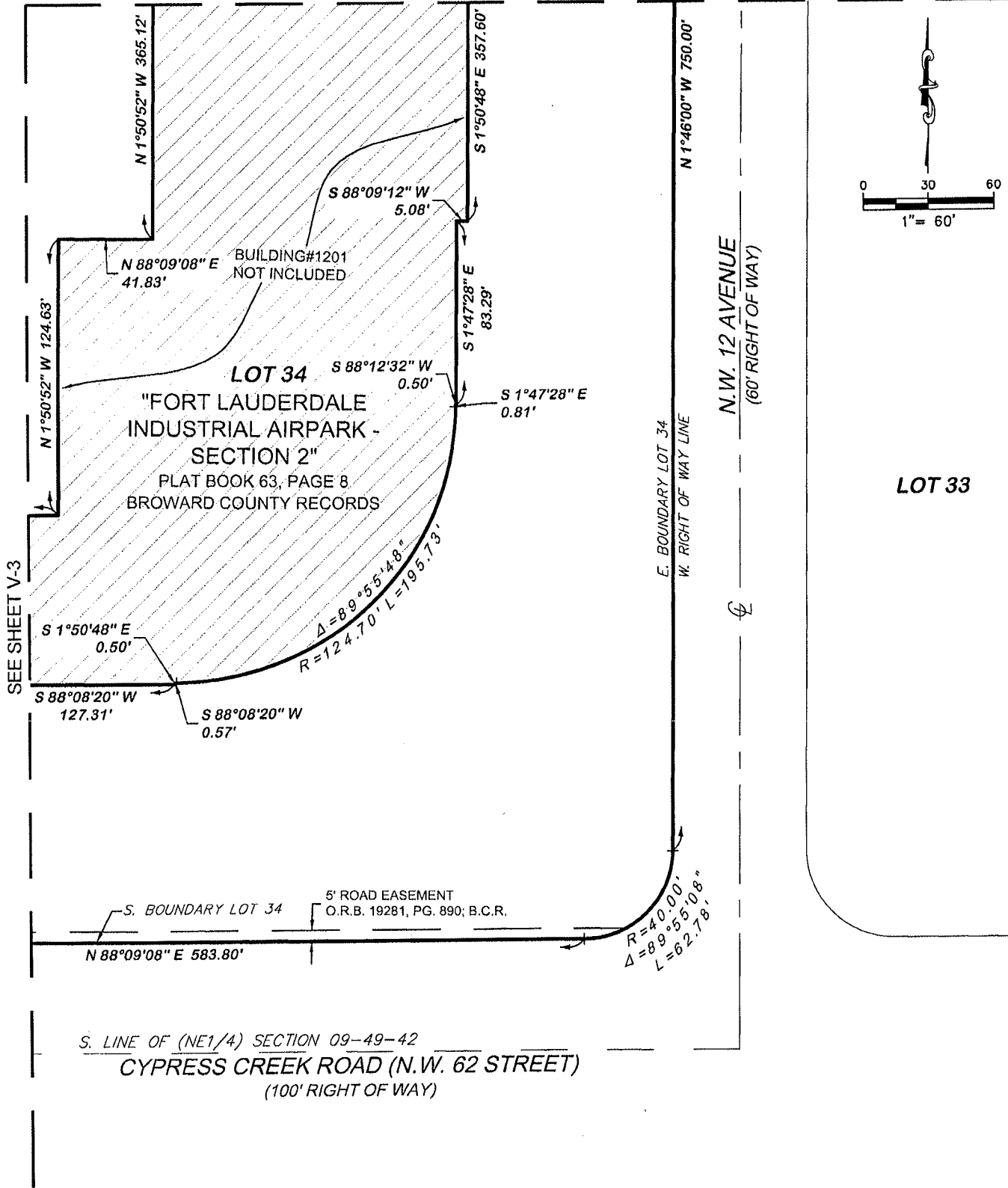


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DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 03-22-16

# LAND TRUST PARKING AREAS

SEE SHEET V-5

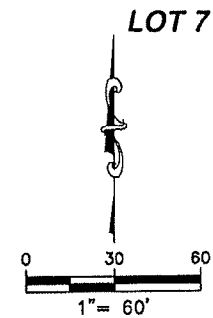
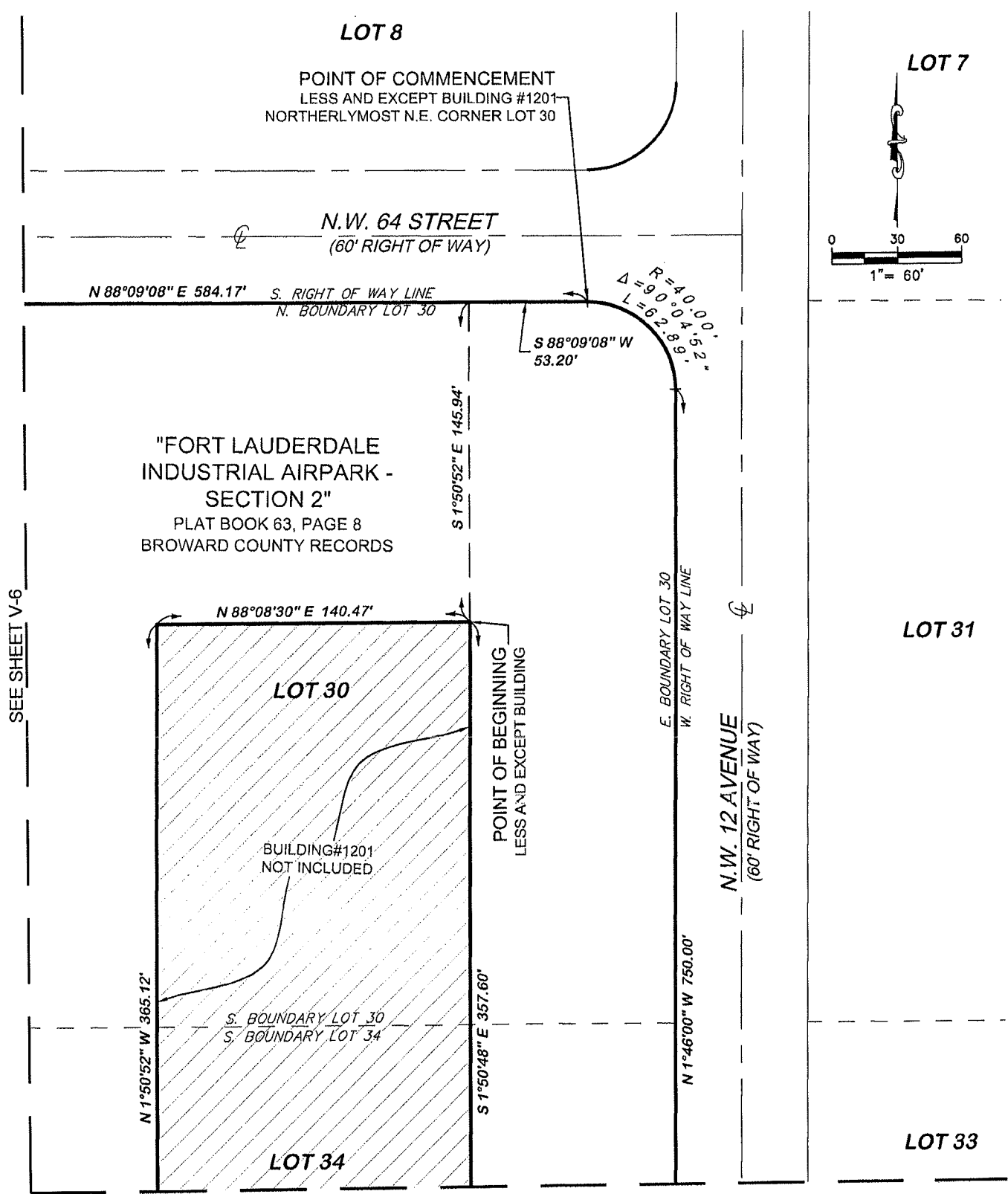


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CHECKED BY: TCS	DATED: 03-22-16

# LAND TRUST PARKING AREAS



SEE SHEET V-6

SEE SHEET V-4

	<b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b>	JOB NO.: 85-0126	SHEET 5 OF 6 SHEETS
	ENGINEERS      PLANNERS      SURVEYOR'S 3583 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271	DRAWN BY: RY	F.B. N/A    PG. N/A
	MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2016	CHECKED BY: TCS	DATED: 03-22-16

LAND TRUST PARKING AREAS

LOT 10

LOT 9

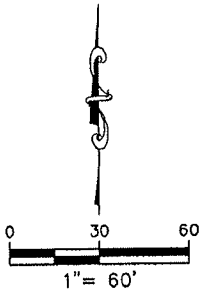
N.W. 64 STREET  
(60' RIGHT OF WAY)

S. RIGHT OF WAY LINE

N 88°09'08" E 584.17'

N. BOUNDARY LOT 28

N. BOUNDARY LOT 29



"FORT LAUDERDALE  
INDUSTRIAL AIRPARK -  
SECTION 2"  
PLAT BOOK 63, PAGE 8  
BROWARD COUNTY RECORDS

LOT 29

SEE SHEET V-9

LOT 28

E. BOUNDARY LOT 28  
W. BOUNDARY LOT 29

E. BOUNDARY LOT 29  
W. BOUNDARY LOT 30

SEE SHEET V-5

N 1°45'01" W 830.00'

S. BOUNDARY LOT 28  
S. BOUNDARY LOT 36

S. BOUNDARY LOT 29  
S. BOUNDARY LOT 35

E. BOUNDARY LOT 35  
W. BOUNDARY LOT 34

LOT 36

LOT 35

SEE SHEET V-3

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JOB NO.: 85-0126

SHEET 6 OF 6 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: TCS

DATED: 03-22-16

CAM 17-1273

Exhibit 2

Page 38 of 41

EXHIBIT "F"  
PAYMENT SCHEDULE

FORT LAUDERDALE CROWN CENTER  
City of Fort Lauderdale - FXE (city6)  
Land Lease Payments

YEAR	INCREASE	AMOUNT
2009		109,276.80
2010		109,276.80
2011	12,113.40	121,390.20
2012		121,390.20
2013		121,390.20
2014		121,390.20
2015		121,390.20
2016	9,193.80	130,584.00
2017		130,584.00
2018		130,584.00
2019		130,584.00
2020		130,584.00
2021 and Thereafter Subject to CPI increase every five years		

CONSENT AND SUBORDINATION

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2014-C18, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C18, its successors and/or assigns (“LT Lender”), the owner and holder of that certain Leasehold Mortgage and Security Agreement, given by Crown Land Trust, Inc., a Florida corporation, to Morgan Stanley Bank, N.A., dated as of September 2, 2014, recorded September 4, 2014, as Instrument No. 112507186 in the Public Records of Broward County, Florida (together with all amendments, modifications and supplements thereof, collectively, the “Mortgage”), encumbering the Leased Parcel, hereby consents to, and has and by these presents does unconditionally subordinate the lien of the Mortgage to, the foregoing Cross Parking Easement Agreement.

IN WITNESS WHEREOF, LT Lender has executed this Consent and Subordination, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2014-C18, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C18

By: WELLS FARGO BANK, NATIONAL ASSOCIATION, solely in its capacity as Master Servicer

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_ [Seal]  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of WELLS FARGO BANK, NATIONAL ASSOCIATION, solely in its capacity as Master Servicer for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2014-C18, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C18, on behalf of said entity. He/She is personally known to me.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



JOINDER, CONSENT AND SUBORDINATION

NXT CAPITAL FUNDING II, LLC, successor in interest to NXT Capital, LLC, a Delaware limited liability company, its successors and/or assigns ("Lender"), the owner and holder of that certain Fee and Subleasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 5, 2015, given by Ft. Lauderdale Crown Center, Inc., a Florida corporation, to Lender dated as of February 5, 2015, recorded February 6, 2015, as Instrument #112794192, of the Public Records of Broward County, Florida (collectively, the "Mortgage"), hereby consents to, and has and by these presents does unconditionally subordinate the lien of the Mortgage to the foregoing Cross Parking Easement Agreement.

IN WITNESS WHEREOF, the Lender has executed this Joinder, Consent and Subordination, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NXT CAPITAL FUNDING II, LLC, a Delaware limited liability company

By: NXT CAPITAL FUNDING II, LLC  
Intermediate, its Initial Member

By: NXT CAPITAL, LLC, its sole member

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Seal]

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by NXT CAPITAL, LLC, as the sole member of NXT CAPITAL FUNDING II, LLC Intermediate, as the initial member of NXT CAPITAL FUNDING II, LLC, a Delaware limited liability company, on behalf of the entities. He/She [\_\_\_\_\_] is personally known to me or [\_\_\_\_\_] has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_