

Return recorded copy to:
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

This document was prepared by
and approved as to form by:
Annika E. Ashton
Deputy County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio: 4942-12-22-0010, 4942-12-22-0013,
4942-12-22-0020, 4942-12-22-0030

**RECIPROCAL EASEMENT AGREEMENT BETWEEN CJB REAL ESTATE
MANAGEMENT, L.P., AND BROWARD COUNTY**

This Reciprocal Easement Agreement ("Agreement") between CJB Real Estate Management, L.P., a Delaware limited partnership, authorized to conduct business in the State of Florida and having its principal place of business at 5975 North Federal Highway, Suite 129, Fort Lauderdale, FL 33308 ("CJB"), and Broward County, a political subdivision of the State of Florida, whose address is Broward County Governmental Center, 115 South Andrews Avenue, Suite 501, Fort Lauderdale, Florida 33301 ("County"), is entered into and effective as of the date this Agreement is executed by County ("Effective Date"). CJB and County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS:

A. CJB is the owner of the CJB Property, as defined in Section 2.1, located at 5975 N. Federal Highway, Fort Lauderdale, Florida 33308.

B. County is the owner of the Library Property, as defined in Section 2.2, located at 5985 N. Federal Highway, Fort Lauderdale, Florida 33308.

C. County is also the owner of the County Parking Lot, as defined in Section 2.3, located at 5975 N. Federal Highway, Fort Lauderdale, Florida 33308.

D. On March 11, 1986, Charles J. Bosco, the predecessor of CJB, and County entered into the Declaration of Covenants and Restrictions and Reciprocal Easement and Maintenance Agreement ("Declaration") for a fifty (50) year term, whereby the CJB Property, the Library Property, and the County Parking Lot were developed as components of a single shopping center ("Imperial Square Shopping Center"), and the Parties provided for cross easements on their properties and for maintenance of certain common areas.

E. The Declaration was recorded on April 29, 1986, in Official Records Book 13359, Page 709, and re-recorded on December 7, 1988, in Official Records Book 16012, Page 402, which has exhibits attached to that certain Scrivener's Affidavit which was recorded on December 7, 1988, in Official Records Book 16012, Page 348, together with Affidavit as to the Declaration, recorded on May 4, 1990, in Official Records Book 17394, Page 874, which attaches as an exhibit that certain Amendment to the Declaration, dated May 30, 1989, all recorded in the Public Records of Broward County, Florida (collectively, "Existing Declaration").

F. The Parties desire to terminate the Existing Declaration in order to restructure the cross access and parking easements and the maintenance arrangement for Imperial Square Shopping Center.

G. Pursuant to this Agreement, each Party agrees to provide the other Party with a perpetual easement on, over, under, across, and through a portion of its property as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.**

2.1 **CJB Property.** CJB owns title to certain real property identified as folio numbers 4942-12-22-0010 and 4942-12-22-0013, as more particularly described in **Exhibit A**, attached hereto and made a part hereof (collectively, the "CJB Property").

2.2 **Library Property.** County owns title to certain real property identified as folio number 4942-12-22-0020, as more particularly described in **Exhibit B**, attached hereto and made a part hereof ("Library Property").

2.3 **County Parking Lot.** County owns title to certain real property identified as folio number 4942-12-22-0030, as more particularly described in **Exhibit C**, attached hereto and made a part hereof ("County Parking Lot").

3. **Termination of Existing Declaration.**

- 3.1 As of the Effective Date of this Agreement, the Existing Declaration shall terminate, be null and void, and have no further force or effect. This Agreement supersedes and replaces in full the Existing Declaration.
- 3.2 Each party hereby waives and releases the other Party from any claims based upon the Existing Declaration relating to amounts allegedly owed for maintenance, utility, and operation costs associated with Premises.

4. **Grant of Easements.**

- 4.1 County hereby grants to CJB a perpetual, nonexclusive easement on, over, under, across, and through the County Parking Lot and a portion of the Library Property, as described in **Exhibits B and C** (which includes all exterior walkways and common areas but excludes all buildings), together with any incidental or necessary appurtenances thereto ("CJB Easement Area"), for parking, access, drainage, utilities, and maintenance, as more specifically described in Section 5.1, and for monument and directional signage for Imperial Square Shopping Center, subject to the restrictions in Section 5.1.3 ("CJB Easement").
- 4.2 CJB hereby grants to County a perpetual, nonexclusive easement on, over, under, across, and through a portion of the CJB Property, as described on **Exhibit A** (which includes all exterior walkways and common areas but excludes all buildings), together with any incidental or necessary appurtenances thereto ("County Easement Area"), for parking, access, drainage, utilities, and maintenance, as more specifically described in Section 5.2 ("County Easement").

5. **Use of Easement Areas.**

- 5.1 The grant of the CJB Easement, as described herein, shall be limited to (i) vehicular and pedestrian ingress and egress to and from the CJB Property by CJB or its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors ("CJB Easement Users"); (ii) vehicular parking by CJB Easement Users, subject to the restriction in Section 5.1.2; (iii) use, operation, maintenance, replacement, and repair of existing drainage and utility facilities and infrastructure servicing the CJB Property; (iv) maintenance, operation and repair of the CJB Easement Area in accordance with Section 6; and (v) installation, maintenance and

repair of monument signage and directional signage for Imperial Square Shopping Center, subject to the restrictions in Section 5.1.3.

5.1.1 CJB shall not use the CJB Easement in a manner that unreasonably interferes with the use of either the Library Property or the County Parking Lot by County, or its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors.

5.1.2 No overnight parking shall be permitted on the CJB Easement Area.

5.1.3 No signage may be installed in the CJB Easement Area or the County Easement Area by either party, or any person or entity acting on behalf of either party, reserving or designating parking spots for use by a specified party, other than handicap parking. In addition, no sign installed by CJB pursuant to this Agreement shall be related to or endorsing any political campaign, candidate, or group.

5.1.4 County retains the right to engage in any activities on, over, under, across, or through the CJB Easement Area and shall, for its own purposes, utilize the Library Property or the County Parking Lot in any manner that does not overburden the ability to use the parking lot areas of the CJB Easement Area or otherwise unreasonably interfere with the CJB Easement. County shall not impede or obstruct CJB's use and enjoyment of the CJB Easement Area or the rights granted to CJB hereunder. County shall not grant to any third party any right to use or park within the parking lot areas of the CJB Easement Area.

5.2 The grant of the County Easement, as described herein, shall be limited to (i) vehicular and pedestrian ingress and egress to and from the Library Property and the County Parking Lot by County or its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors ("County Easement Users"); (ii) vehicular parking by County Easement Users; and (iii) operation, maintenance, replacement, and repair of existing drainage utility facilities and infrastructure servicing the Library Property and the County Parking Lot.

5.2.1 County shall not use the County Easement in a manner that unreasonably interferes with the use of the CJB Property by CJB, or its employees, officers, agents, contractors, tenants,

subtenants, licensees, invitees, customers, or visitors.

5.2.2 CJB retains the right to engage in any activities on, over, under, across, or through the County Easement Area and shall, for its own purposes, utilize the CJB Property in any manner that does not unreasonably interfere with the County Easement.

5.3 The Parties shall not dispose of any contaminants, including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals, or other agents produced or used in their use of the easements granted herein, on the CJB Property, Library Property, or County Parking Lot, on adjacent lands, or in any manner not permitted by law.

5.4 The Parties shall not charge any County Easement Users and CJB Easement Users for the use of the easements granted herein or for parking within the CJB Easement Area or the County Easement Area.

6. **Maintenance and Repair.**

6.1 CJB, at its sole cost and expense, shall maintain and repair the CJB Easement Area and the County Easement Area, except for the drainage utility facilities and infrastructure servicing the Library Property and the County Parking Lot (the "Premises"), except that CJB shall be responsible for making all repairs to County's drainage utility facilities and infrastructure if damaged intentionally or unintentionally by CJB, its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors. CJB's obligations to maintain and repair the Premises shall include, but is not limited to, (i) keeping the Premises in good order and condition; (ii) performing routine maintenance, such as landscaping maintenance, painting, pest prevention, and all other types of routine maintenance; (iii) performing all minor and major repairs reasonably necessary for the Premises to be used or accessed by CJB Easement Users and County Easement Users; and (iv) providing any and all utilities necessary for the operation of the CJB Easement Area and County Easement Area. All repairs made by CJB shall be at least substantially similar in quality and class to the original work, ordinary wear and tear excepted.

6.2 Except in the event of an emergency, CJB must provide written notice to the Director of the Broward County Facilities Management Division ("Contract Administrator") at least twenty (20) business days

before commencing any major maintenance or repairs within the Premises that will impair the use of the Library Property or the County Parking Lot by County Easement Users ("Notice of Maintenance or Repair"). The Contract Administrator may, within ten (10) business days after receiving the Notice of Maintenance or Repair ("Objection Period"), provide CJB with written notice of its objection to CJB's performance of the major maintenance or repair. If the Contract Administrator fails to object within the Objection Period, approval for CJB to perform such major maintenance or repairs shall be deemed granted.

- 6.3 County shall reasonably cooperate with CJB for its maintenance and repair of the Premises, including, without limitation, the execution of any and all permits and agency authorizations to obtain permits.
- 6.4 Each Party shall not construct or maintain any building or structure on the property of the other Party, provided, however, that CJB shall be permitted to construct and maintain, within the Premises, additional parking, lights, monument signage, directional signage (subject to Section 5.1.3), landscaping, utilities and other similar improvements which are customarily constructed and maintained within parking lots servicing retail shopping centers, in accordance with applicable notice requirements and other restrictions contained herein. All areas of the CJB Easement Area and the County Easement Area shall be available to CJB Easement Users and County Easement Users, subject to the restrictions contained in this Agreement.
- 6.5 In the event the Library Property or the County Parking Lot is sold, transferred, or otherwise conveyed to a non-governmental third party, CJB shall have the right to assess such non-governmental third party for its pro rata share of the costs and expenses incurred in connection with CJB's obligations under this Agreement.

7. **Damage of Premises.** If any portion of the Premises is disturbed, damaged, or destroyed, including, but not limited to, sidewalks, pavements, and landscaping, at any time, CJB shall, at its sole cost and expense, and as soon as reasonably possible, restore such disturbed, damaged, or destroyed portion of the Premises to its condition immediately prior to the disturbance, damage, or destruction, as near as reasonably practicable to allow it to be used or accessed by the CJB Easement Users and the County Easement Users.

8. **Compliance with Laws.** Each Party shall comply with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida, the United States,

any political subdivision, or agency of either in performing its duties, responsibilities, and obligations related to this Agreement.

9. **Warranties and Representations.**

9.1 CJB represents and warrants as follows:

9.1.1 **Entity Representations.** CJB is a limited partnership that is duly formed, in good standing under the laws of the State of Delaware, and is qualified to do business in all other jurisdictions where required. CJB has full authority to enter into, execute, and carry out this Agreement. CJB, in accordance with its operating agreement, has taken all the necessary actions to bind itself to this Agreement.

9.1.2 **Property Representations.** CJB is the owner in fee simple of the CJB Property described herein, subject to all covenants, conditions, restrictions, and other matters of record previously recorded or filed in the applicable records of Broward County, Florida, and still in effect. To CJB's actual knowledge, the CJB Property complies with all applicable laws, including, without limitation, land use laws, building codes, and zoning ordinances. To CJB's actual knowledge, the CJB Property does not have any hazardous substances or waste, except for small amounts that are properly store as permitted by applicable law.

9.2 County represents and warrants as follows:

9.2.1 **Entity Representations.** County is a governmental entity with the full authority to enter into, execute, and carry out this Agreement.

9.2.2 **Property Representations.** County is the owner in fee simple of the Library Property and County Parking Lot described herein ("County Property"), subject to all covenants, conditions, restrictions, and other matters of record previously recorded or filed in the applicable records of Broward County, Florida, and still in effect. To County's actual knowledge, the County Property complies with all applicable laws, including, without limitation, land use laws, building codes, and zoning ordinances. To County's actual knowledge, the County Property does not have any hazardous substances or waste,

except for small amounts that are properly store as permitted by applicable law.

10. **Event of Default.** An “Event of Default” shall occur when a Party materially breaches any of terms, covenants, or conditions that this Agreement requires such Party to perform (“Defaulting Party”), and the breach continues for a period of twenty (20) calendar days after receipt of written notice from the other Party (“Non-Defaulting Party”), unless additional time may be reasonably required if the cure cannot be completed within twenty (20) calendar days but it is timely commenced and is diligently prosecuted.

11. **Remedies.** If an Event of Default occurs, the Non-Defaulting Party may, but is not obligated to, perform the Defaulting Party’s obligations and cure the default. The Defaulting Party must reimburse the Non-Defaulting Party for the reasonable costs and expenses incurred to cure the default within thirty (30) calendar days of receiving detailed invoices from the Non-Defaulting Party. Notwithstanding the foregoing, the Parties must timely comply with their obligations under this Agreement, and no delay or omission by the Non-Defaulting Party in exercising its right to cure under this Section shall be construed as a waiver of any Event of Default or any right or remedy. In addition to the remedies described above, the Parties shall have all other remedies available at law or in equity.

12. **Indemnification/Liability.**

12.1 CJB shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively and individually “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys’ fees, court costs, and expenses (collectively, a “Claim”), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of CJB, its current or former officers, employees, agents, members, visitors, invitees, or servants, arising from, relating to, or in connection with this Agreement except to the extent and in proportion such Claim is caused by any Indemnified Party. In the event any Claim is brought against an Indemnified Party, CJB shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel reasonably satisfactory to County or, at County’s option, pay reasonable attorneys’ fees for an attorney selected by the County Attorney to defend the Indemnified Party.

12.2 To the extent permitted by law, and without County waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, County is responsible for all personal injury and

property damage caused, either by commission of omission, by County or its officers, employees, and agents thereof.

12.3 The obligations of this Section shall survive the termination of this Agreement.

13. **Insurance.**

13.1 County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, as may be amended from time to time. County has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity.

13.2 CJB shall maintain at its sole expense, at all times during the duration of this Agreement, at least the minimum insurance coverage stated in this Section. Such insurance coverage shall apply to the CJB Easement Area and the County Easement Area.

13.2.1 Commercial general liability insurance with coverage for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence, with an aggregate amount of Two Million Dollars (\$2,000,000). The minimum liability limits may be achieved by supplementing underlying limits using an excess or umbrella policy.

13.2.2 CJB shall utilize an insurer with a current A.M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII," or an insurer that holds a valid Florida Certificate of Authority authorized to transact insurance in the State of Florida. CJB shall be responsible for the payment of any policy deductibles. Self-insured retentions must be declared in writing and approved by County. CJB's insurance shall provide primary coverage and shall not require contribution or be called upon to contribute to a loss from County's insurance or self-insurance program maintained by County.

13.2.3 CJB agrees to list County as an additional insured under the insurance policies required by this Agreement. Broward County, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, shall be listed as the certificate holder on said policies.

- 13.2.4 CJB shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements within fifteen (15) calendar days after the Effective Date of this Agreement. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to CJB.
- 13.2.5 Insurance coverage is not to cease and is to remain in force and effect until the termination of this Agreement. CJB shall provide notice to County of any cancellation of insurance at least thirty (30) days prior to the date of expiration and shall concurrently provide County with a copy of its updated Certificate of Insurance. CJB shall ensure that there is no lapse of coverage at any time during the duration of this Agreement. CJB shall provide certified copies of any policy upon County's request.
- 13.2.6 If CJB maintains broader coverage and/or higher limits than the minimums shown above, County requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by CJB. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.
- 13.2.7 The Parties waive any right to subrogation that any of the Parties' insurers may acquire against the other Party, and CJB agrees to obtain same in an endorsement of CJB's insurance policies.

14. **Taxes, Fines, and Assessments.** If any taxes, fines, and assessments are levied under this Agreement to County or CJB and are related to CJB's use of the CJB Easement ("Taxes"), CJB shall directly pay such Taxes to the applicable taxing authority.

15. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective on the date which is three (3) business days after the date of mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

NOTICE TO COUNTY:

Broward County Real Property Section
Attn: Director of Real Property
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: lmaoney@broward.org
scampbell@broward.org

NOTICE TO CJB:

CJB Real Estate Management, L.P.
5975 North Federal Highway, Suite 129
Fort Lauderdale, Florida 33308
Attn: Brenda R. Bertnolli and Andrea Fowler
Email address: bbcjbrealestate@bellsouth.net
andreaifowler@gmail.com

16. **Recording.** Simultaneous with recording this Agreement in the Official Records of Broward County, CJB and County have executed and recorded a notice of termination of the Existing Declaration. The Agreement and the notice of termination shall be recorded by County in the Official Records of Broward County, Florida, and such shall be deemed conclusive evidence that the Existing Declaration has been terminated and is no longer in force or effect.

17. **Binding Effect.** The Parties agree that the covenants, rights, privileges, and provisions of this Agreement shall run with the land. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective, heirs, executors, administrators, successors, and assigns, including, without limitation, all subsequent owners of the CJB Property, the Library Property, and the County Parking Lot, and all persons claiming by, through, and under them.

18. **Third Party Beneficiaries.** The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

19. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Any Parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this

Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

20. **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both County and CJB elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section shall be made within thirty (30) calendar days after the court's finding becomes final.

21. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

22. **Amendments.** No waiver, modification, amendment, termination, or alteration of this Agreement shall be effective unless contained in a written document, in recordable form, executed by CJB and County or others delegated authority or otherwise authorized to execute same on their behalf. If this Agreement is terminated by the Parties in accordance with this Section, CJB shall record a notice of termination in the Official Records of Broward County, Florida, and such shall be deemed conclusive evidence that the Agreement has been terminated and no longer in force or effect.

23. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

24. **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.

25. **Public Records.**

25.1 To the extent CJB is acting on behalf of County as stated in Section 119.0701, Florida Statutes, CJB shall:

25.1.1 Keep and maintain public records required were County performing the services under this Agreement;

25.1.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

25.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to County; and

25.1.4 Upon completion of the Agreement, transfer to County, at no cost, all public records in possession of CJB or keep and maintain public records required were County performing the service. If CJB transfers all public records to County, upon the completion of the Agreement, CJB shall destroy any duplicate public records that are exempt or confidential and exempt. If CJB keeps and maintains public records upon completion of the Agreement, CJB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

25.2 The failure of CJB to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law. A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. CJB will provide any requested records to County to enable County to respond to the public records request.

25.3 **IF THE CJB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CJB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, SCAMPBELL@BROWARD.ORG.**

26. **Independent Contractor.** CJB is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither CJB nor its agents shall act as officers, employees, or agents of County. CJB shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

27. **Regulatory Capacity.** Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a party to this Agreement.

28. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Agreement, such reference is to the Section as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

29. **Incorporation by Reference.** Attached **Exhibits A, B, and C** are incorporated into and made a part of this Agreement.

30. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

31. **Counterparts and Multiple Originals.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary

for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2021, and CJB, signing by and through its President and Vice-President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator,
as ex officio Clerk of the
Broward County Board of
County Commissioners

By: _____
Mayor

____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA/sr
Imperial Point Easement Agreement
09/24/2021
#242326v19

**EASEMENT AGREEMENT BETWEEN CJB REAL ESTATE MANAGEMENT, L.P.,
AND BROWARD COUNTY.**

CJB

CJB Real Estate Management, L.P., a
Delaware limited partnership

Signed, sealed, and delivered
in the presence of

By: CJB Real Estate Management,
Inc., a Delaware corporation,
General Partner

[Signature]
Witness

Andrew Bertnolli
Print Name

By: Brenda R. Bertnolli
Brenda R. Bertnolli, President

Isabela Manrique
Witness

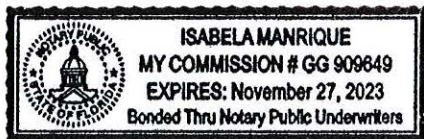
Isabela Manrique
Print Name

Dated: 10-6-21

ACKNOWLEDGEMENT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by
[] physical presence or [] online notarization by Brenda R. Bertnolli, as President of CJB
Real Estate Management, Inc., a Delaware corporation, on behalf of the corporation as
General Partner of CJB Real Estate Management, L.P., a Delaware limited partnership, on
behalf of the limited partnership. She is is personally known to me or provided
a _____ for identification.



Isabela Manrique
NOTARY PUBLIC IN AND FOR
THE STATE OF FLORIDA

Commission Expires: 11/27/23
Commission No: 909649

Isabela Manrique
(Printed Name of Notary)
(Seal)

**EASEMENT AGREEMENT BETWEEN CJB REAL ESTATE MANAGEMENT, L.P.,
AND BROWARD COUNTY.**

CJB

CJB Real Estate Management, L.P., a
Delaware limited partnership

Signed, sealed, and delivered
in the presence of

Isabel Manrique

Witness

Isabela Manrique

Print Name

[Signature]

Witness

Andrew Booth

Print Name

By: CJB Real Estate Management,
Inc., a Delaware corporation,
General Partner

By: [Signature]

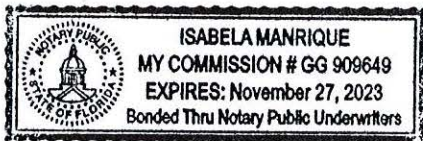
Stephen M. Bosco, Jr., Vice-
President

Dated: 10/6/21

ACKNOWLEDGEMENT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by
[] physical presence or [] online notarization by Stephen M. Bosco, Jr., as Vice-President
of CJB Real Estate Management, Inc., a Delaware corporation, on behalf of the corporation
as General Partner of CJB Real Estate Management, L.P., a Delaware limited partnership,
on behalf of the limited partnership. He is is personally known to me or provided
a _____ for identification.



Isabel Manrique
NOTARY PUBLIC IN AND FOR
THE STATE OF FLORIDA

Commission Expires: 11/27/23
Commission No: 909649

Isabela Manrique
(Printed Name of Notary)
(Seal)

EXHIBIT A

CJB Property

Parcel A of the plat entitled "Imperial Square" as recorded in Plat Book 127 at Page 3 of the Public Records of Broward County, Florida. Situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 130,302 Square Feet or 2.9913 Acres, more or less.

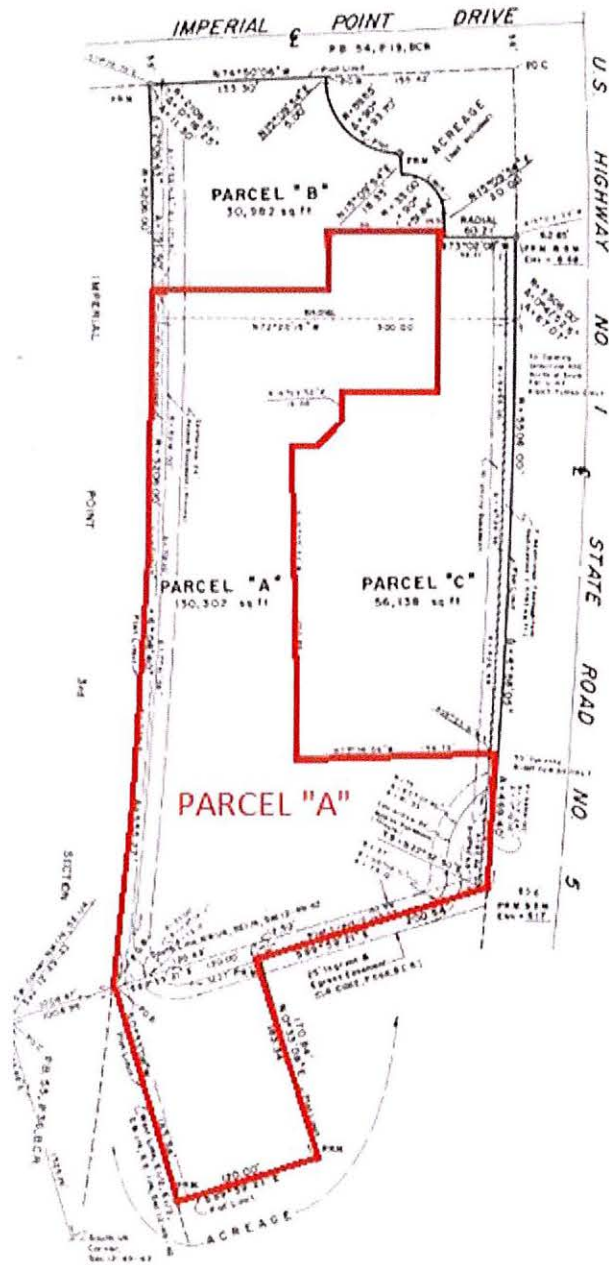


EXHIBIT B

Library Property

Parcel B of the plat entitled "Imperial Square" as recorded in Plat Book 127 at Page 3 of the Public Records of Broward County, Florida. Situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 30,982 Square Feet or 0.7113 Acres, more or less.

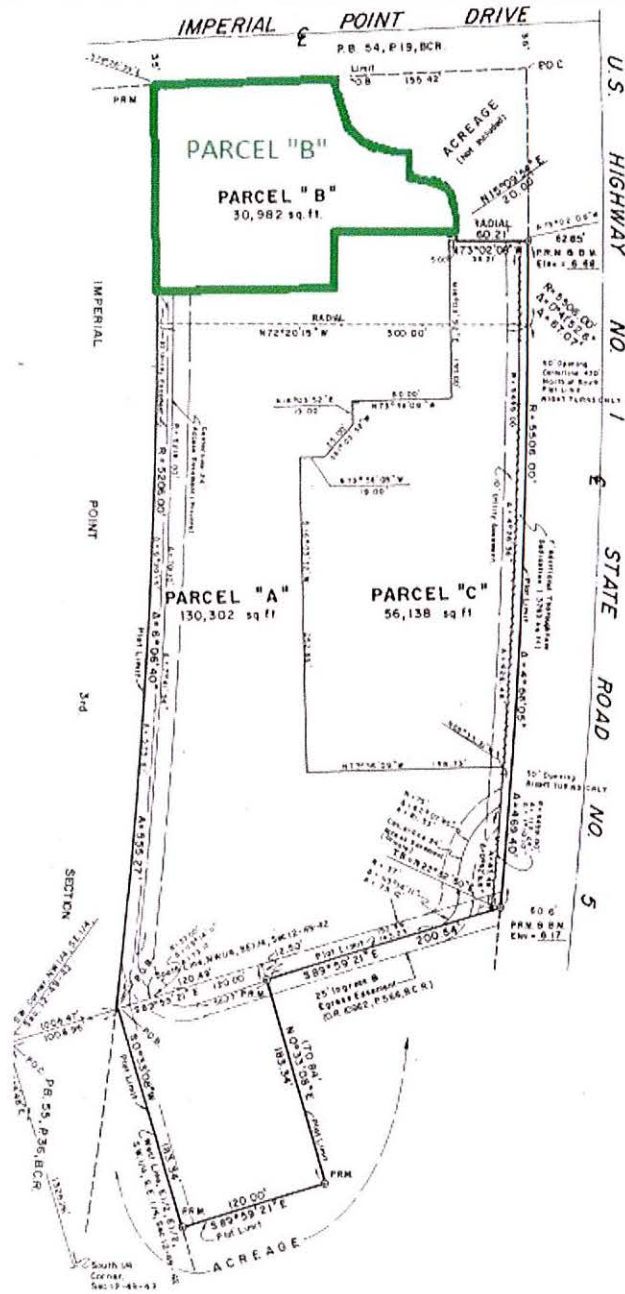


EXHIBIT C

County Parking Lot

Parcel C of the plat entitled "Imperial Square" as recorded in Plat Book 127 at Page 3 of the Public Records of Broward County, Florida. Situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 56,138 Square Feet or 1.2888 Acres, more or less.

