

ITEM #13

**(Assignment of Interest and Reciprocal Cross Access
Easement Agreement)**

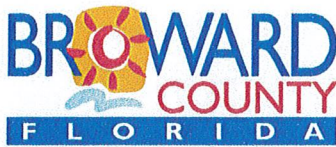
ADDITIONAL MATERIAL

Regular Meeting

JUNE 11, 2019

SUBMITTED AT THE REQUEST OF

PUBLIC WORKS DEPARTMENT




Public Works Department
Facilities Management Division


Real Property Section

115 S Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-6826 • FAX 954-357-6136

MEMORANDUM

TO: Board of County Commissioners

THRU: Thomas J. Hutka, P.E., Director, Public Works Department 

FROM: Purvi A. Bhogaita, Director, Real Property Section 

DATE: June 4, 2019

RE: Additional Material – June 11, 2019 County Commission Agenda Item #13

Agenda Item No. 13 is a motion to authorize the County Administrator to execute a reciprocal cross easement and any other agreement necessary to effectuate same. At the time the agenda item was prepared, the agreements were in the process of being finalized. Since then the Reciprocal Cross Access Easement between the County and Liberty Property Limited Partnership has been finalized and the signature pages have been received. The Assignment of Reciprocal Cross Access Easement to Wheelabrator South Broward has been finalized; however, the signed document has not yet been received.

Both documents are attached as additional material for your review.

Attachments

c: Bertha Henry, County Administrator
Andrew Meyers, County Attorney

This instrument prepared by:
Irma Qureshi, Esq.
Office of County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Return recorded document to:
Broward County Real Property Section
115 South Andrews Avenue, Suite 501
Fort Lauderdale, Florida 33301

Folio numbers:
504125160010; 504125160020;
504125200010; 504125200020; 504125200021

ASSIGNMENT OF INTEREST IN RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT

THIS ASSIGNMENT OF INTEREST IN RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT ("Assignment") between Broward County, a political subdivision of the state of Florida ("County"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Wheelabrator South Broward, Inc., a Delaware corporation ("Wheelabrator"), whose address is 100 Arboretum Drive, Suite, 310, Portsmouth, New Hampshire 03801, is entered into and effective as of the date this Assignment is fully executed by the Parties ("Effective Date").

RECITALS

A. Liberty Property Limited Partnership, a Pennsylvania limited partnership ("Liberty"), is the owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit A** attached to and made a part of this Assignment ("Liberty Property").

B. County is the owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit B** attached to and made a part of this Assignment ("County Property") (Liberty Property and County Property are sometimes collectively referred to herein as "Parcels," or individually as a "Parcel").

C. Liberty and County entered into that certain Reciprocal Cross Access Agreement dated as of the date hereof, which is attached to and made a part of this Assignment as **Exhibit C** ("Easement Agreement"). Pursuant to the Easement Agreement, Liberty and County imposed certain easements upon the Parcels for the mutual and reciprocal benefit and complement of the Liberty Property and County Property and the present and future owners, respective employees, agents, contractors, customers, invitees, mortgagees, and licensees of the Owner of such Parcel, and/or such tenants or occupants thereof, on the terms and conditions hereinafter set forth.

D. County is currently leasing the entire County Property to Wheelabrator pursuant to that certain Amended and Restated Facility Site Lease dated as of

February 1, 2001, as amended by the Second Amendment dated June 28, 2011 (“Lease”).

E. In accordance with Section 10 of the Easement Agreement, County and Wheelabrator desire to assign to Wheelabrator all of County’s interests under the Easement Agreement for the duration of the term of the Lease.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true, accurate, and fully incorporated into this Assignment.

2. Assignment. County hereby quitclaims and assigns to Wheelabrator, without warranties, all of County’s rights and obligations under the terms of the Easement Agreement for the duration of the term of the Lease, as permitted by Section 10 of the Easement Agreement.

3. Acceptance of Assignment. In accordance with Section 10 of the Easement Agreement, Wheelabrator hereby (i) accepts, assumes, and agrees to perform all of the terms, conditions, and limitations contained in the Easement Agreement for the duration of term of the Lease; and (ii) accepts this Assignment of the rights and obligations of County under the Easement Agreement.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the Parties 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 _____, 20___ (Agenda Item No. ___), and WHEELABRATOR SOUTH BROWARD, INC., a Delaware corporation, signing by and through its _____, duly authorized to execute same.

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Mayor

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

Print Name: _____

____ day of _____, 20___

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

By: _____
Irma Qureshi (Date)
Assistant County Attorney

By: _____
Maite Azcoita (Date)
Deputy County Attorney

ASSIGNMENT OF INTEREST IN RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT.

WITNESSES:

WHEELABRATOR SOUTH BROWARD, INC., a Delaware corporation

Signature of Witness 1

By: _____

Printed/Typed Name of Witness 1

Printed Name: _____

Title: _____

Signature of Witness 2

Printed/Typed Name of Witness 2

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, as _____ of WHEELABRATOR SOUTH BROWARD, INC., a Delaware corporation, and that he/she acknowledged to me, that he/she executed the foregoing instrument on behalf of the corporation, freely and voluntarily under authority duly vested in him/her by said corporation. He/she is [] personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 201____.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

EXHIBIT A

Liberty Property

Parcel A and Parcel B of FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34 of the Public Records of Broward County, Florida.

Folio Nos. 504125160010 and 504125160020

EXHIBIT B

County Property

Parcel A and Parcel B of ROUTE 441 RESOURCE RECOVERY SITE,
according to the Plat thereof, as recorded in Plat Book 132, Page 41 of the
Public Records of Broward County, Florida.

Folio Nos. 504125200010; 504125200020; 504125200021

Exhibit C

Easement Agreement

This instrument prepared by
and return to:

Nectaria M. Chakas, Esq.
LOCHRIE & CHAKAS, P.A.
1401 E. Broward Boulevard, Suite 303
Fort Lauderdale, FL 33301

Folio numbers: 504125160010; 504125160020;
504125200010; 504125200020; 504125200021

**RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT BETWEEN
BROWARD COUNTY AND LIBERTY PROPERTY LIMITED PARTNERSHIP**

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, whose mailing address is 750 Park of Commerce Boulevard, Suite 110 Boca Raton, Florida 33487 ("Liberty") and BROWARD COUNTY, a political subdivision of the State of Florida, whose mailing address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"). Liberty and County are sometimes collectively referred to herein as the "Parties" or "Owners," or individually as a "Party" or an "Owner."

WITNESSETH:

WHEREAS, Liberty is the owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit A** attached to and made a part of this Agreement ("Liberty Property"); and

WHEREAS, County is the owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit B** attached to and made a part of this Agreement ("County Property") (Liberty Property and County Property are sometimes collectively referred to herein as "Parcels," or individually as a "Parcel"); and

WHEREAS, Liberty and County desire to impose, on the terms and conditions hereinafter set forth, certain easements upon the Parcels for the mutual and reciprocal benefit and complement of the Liberty Property and the County Property; the present and future owners of the Parcels; the respective employees, agents, contractors, customers, invitees, mortgagees, and licensees of such owners of the Parcels; and the tenants and occupants of the Parcels.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby declare as follows:

1. Recitations and Defined Terms. The above recitals are true and correct and are incorporated herein in their entirety. As used herein, the term "Permitees" shall include all tenants and the beneficial owners, managers, trustees, partners, members,

vendors, contractors, consultants, guests, visitors, invitees, employees, or suppliers of an Owner or tenant insofar as their activities are related to the use of the Liberty Property or County Property.

2. Reciprocal Easement in favor of County. Subject to any express conditions, limitations, or reservations contained in this Agreement, Liberty does hereby declare and grant to County for the benefit of all present and future owners and Permittees of County Property a nonexclusive, perpetual, and reciprocal easement solely for reasonable access, ingress, and egress over that portion of the Liberty Property, as more particularly described in **Exhibit C**, attached to and made a part of this Agreement ("County Easement Area"), so as to provide for the passage of motor vehicles between the Parcels, and to and from abutting streets or rights-of-way furnishing access to the Liberty Property and County Property ("County Easement"). It is expressly acknowledged and understood that in the event of an Emergency (as defined below), County may heavily use the Access Areas (as defined in Section 3) to access and use certain portions of the County Property as a debris site storage area for a period of time that is reasonably necessary under the circumstances ("Debris Storage Activities"), provided that (i) the Debris Storage Activities do not impede or restrict Liberty's use of the Access Areas; (ii) no machinery, equipment, or materials shall be stored by County on any portion of the Access Areas; and (iii) to the extent permitted by law, and without County waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, County shall be responsible for any damage to the Liberty Property and/or Access Areas caused by the Debris Storage Activities. In addition, County shall provide Liberty with advance written notice, to the greatest extent feasible under the circumstances, of intent to engage in Debris Storage Activities and will keep Liberty fully informed of the progress and estimated duration of the Debris Storage Activities. The term "Emergency" shall mean that (i) a state or local emergency has been declared in accordance with Florida law, or (ii) Broward County has adopted a resolution declaring a health and safety emergency caused by any event, which creates excessive amounts of debris that temporarily exceeds or overburdens the available disposal capacities within Broward County.

3. Reciprocal Easement in favor of Liberty. Subject to any express conditions, limitations, or reservations contained in this Agreement, County does hereby declare and grant to Liberty for the benefit of all present and future owners and Permittees of Liberty Property a nonexclusive, perpetual, and reciprocal easement solely for reasonable access, ingress, and egress over that portion of the County Property, as more particularly described in **Exhibit D**, attached to and made a part of this Agreement ("Liberty Easement Area"), so as to provide for the passage of motor vehicles between the Parcels, and to and from abutting streets or rights-of-way furnishing access to the Liberty Property and County Property ("Liberty Easement"). It is expressly acknowledged and understood that Liberty will be constructing new improvements on the Liberty Property and, in connection therewith, additional driveway(s) may be constructed by Liberty to connect to the County Easement Area and the Liberty Easement Area (collectively referred to as, "Access Areas") contemplated in this Agreement (the "Improvements"). Such construction of the Improvements may include adding striping, installing appropriate signage to prevent parking in the Access Areas, and improving or expanding the radius

of the Access Areas, and will be substantially in accordance with the conceptual plan attached to this Agreement as **Exhibit E**, attached to and made a part of this Agreement (the "Conceptual Plan"). Liberty may modify, from time to time and without the prior written consent of County, any portion of the Conceptual Plan which does not propose to modify the Access Areas and/or the proposed use of the Liberty Property as an industrial warehouse/distribution facility. Any amendments to the Conceptual Plan that propose to modify the Access Areas and/or proposed use of the Liberty Property are subject to the prior written approval of County, which approval shall not be unreasonably withheld. Liberty will construct any and all Improvements, at no cost to County, in accordance with the permits approved by the City of Dania Beach. In this regard, County agrees to grant a temporary construction easement, in a form prepared and approved by the Office of the County Attorney, to Liberty to construct the Improvements and repairs contemplated herein for the Access Areas.

4. Maintenance and Repair of Access Areas.

a. Except as otherwise provided in this Section 4, each Owner, at its sole cost and expense, shall maintain the portions of the Access Areas located on its respective Parcel including, without limitation, (i) performing routine maintenance on the surfaces of the applicable Access Areas, including removal of trash and debris, and sweeping; and (ii) keeping the applicable Access Areas in a good, clean, safe, and orderly condition.

b. If any portion of the Access Areas is disturbed, damaged, or destroyed and, as a result, all or a portion of the asphalt surface within the Access Areas needs to be repaired or replaced ("Event of Damage"), Liberty will restore, repair, or replace the asphalt, with the prior written consent of County, to ensure reasonable means of access, ingress and egress to, from, and among the Parcels and the adjacent right-of-way known as State Road 7 (the "Access Road Maintenance Obligations"). County shall reimburse Liberty in an amount equal to one half (1/2) of the actual costs, expenses, and fees reasonably incurred by Liberty in performing the Access Road Maintenance Obligations, provided that the asphalt repairs for the Access Areas were not necessitated by Liberty's construction of the Improvements as described in Section 3 or by the negligence or willful misconduct of Liberty or Liberty's Permittees ("Reimbursement Amount"). County shall submit to Liberty a lump sum payment for the Reimbursement Amount within ninety (90) calendar days after (i) Liberty completes all of the repair work relating to the Event of Damage, and (ii) County receives a certified invoice detailing the repairs made and the actual expenses incurred by Liberty. All repairs made by Liberty shall be at least substantially similar in quality and class to the original work, ordinary wear and tear excepted.

c. Notwithstanding anything to the contrary herein, in the event that County is no longer leasing the County Property to a third party and that County is not regularly using or accessing the County Property, then County shall not be obligated to maintain the portions of the Access Areas as described in Section 4(a) of this Agreement and shall

not be obligated to reimburse Liberty for the Access Road Maintenance Obligations as described in Section 4(b) of this Agreement (“Suspension of County’s Maintenance and Repair Obligations”). Such Suspension of County’s Maintenance and Repair Obligations shall be effective upon County providing written notice to Liberty, and shall continue up through the date that County enters into a lease agreement with a third party for the County Property or the date that County begins using and accessing the County Property on a regular basis.

5. No Cross-Parking. Notwithstanding any of the rights and easements created by this Agreement, no Parcel shall be entitled to cross-parking rights on the other Parcel and no Owner shall allow its Permittees to park within or upon the other Owner’s Parcel, unless consented to in writing by the other Owner. Each Owner shall use commercially reasonable efforts to prevent such cross-parking (including, without limitation, the towing of and imposition of fines on vehicles parking in violation of this Section 5). In addition, the Owners agree to work together to install appropriate signage to prevent cross-parking and facilitate this Section 5. Notwithstanding the preceding provisions, Liberty shall install, at Liberty’s sole cost and expense, appropriate signage to prevent parking in the Access Areas.

6. Default and Remedies.

a. An “Event of Default” shall occur when an Owner or its Permittees materially breach any terms, covenants, restrictions, or conditions of this Agreement (“Defaulting Owner”), and the breach continues for a period of thirty (30) calendar days after receiving written notice from the other Owner (“Non-defaulting Owner”), unless additional time may be reasonably required if the cure cannot be completed within thirty (30) calendar days but the Defaulting Owner timely commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion.

b. If an Event of Default occurs, the Non-defaulting Owner shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such Event of Default, including payment of any amounts due and/or specific performance. No Event of Default shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

c. In addition to all other remedies available at law or in equity, in the Event of a Default, a Non-defaulting Owner may, but is not obligated to, perform the Defaulting Owner’s obligations and cure the default. The Defaulting Owner must reimburse the Non-defaulting Owner for the reasonable costs and expenses incurred to cure the default within thirty (30) calendar days after receiving a detailed invoice from the Non-defaulting Owner. Notwithstanding the foregoing, the Owners must timely comply with their obligations under this Agreement, and no delay or omission by the Non-defaulting Owner in exercising its right to cure under this Section 6(c) shall be construed as a waiver of any Event of Default or any right or remedy.

7. Indemnification/Liability.

a. Liberty shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "County 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a Party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Liberty, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against a County Indemnified Party, Liberty shall, upon written notice from County, defend each County Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the County Indemnified Party. To the extent considered necessary by the County Administrator and County Attorney, any sums due Liberty under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

b. 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 or omission, by County or its officers, employees, and agents.

c. The obligations of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Notices. Any written notice hereunder shall be in writing and addressed to the Owner of record at the address listed by the Broward County Property Appraiser records and shall be deemed to have been properly given or served as of the date the same are (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the Owner; or (ii) on the day of delivery to a private express package courier, prepaid, addressed to the Owner.

9. Amendments. This Agreement may not be altered, changed, terminated, or amended except by written instrument, executed by all of the owners of any right, title, or interest in and to the Parcels and recorded in the Public Records of Broward County, Florida.

10. Assignment. County may, without the consent of Liberty, assign all of its rights, obligations, and duties under this Agreement to any current or future tenant of the County Property ("Assignee"), provided that (i) County enters into a written agreement in which the Assignee accepts, assumes, and agrees to perform all of the terms, conditions, and limitations contained in this Agreement and (ii) a copy of such written agreement is provided to Liberty ("Permitted Assignment"). Notwithstanding a Permitted Assignment,

County may, at its sole option and discretion, exercise any right or perform any obligation provided to County in this Agreement.

11. Recording. Liberty, at Liberty's sole cost, shall record this Agreement in the Public Records of Broward County, Florida, within seven (7) calendar days after the date that the Agreement is fully executed by the Parties. This Agreement shall not be effective until it is recorded in the Public Records of Broward County, Florida.

12. No Public Dedication. This Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the Parties may, by mutual agreement, terminate or modify their respective rights and obligations under this Agreement.

13. Law, Jurisdiction, and 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 that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LIBERTY AND COUNTY 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 13, 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.**

14. Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, except as otherwise provided in this Agreement.

15. Miscellaneous. It is intended that this Agreement, and each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land, shall bind every person having any fee, leasehold, or other interest therein, and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives (including, without limitation, all subsequent owners of the Liberty Property or the County Property, and all persons claiming by, through, and under them). This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings (verbal and written) are superseded hereby.

16. Estoppel Certificates. Within thirty (30) days after receiving a written request from an Owner ("Requesting Owner"), which may be made from time to time, the other Owner ("Certifying Owner") shall execute and deliver to the Requesting Owner a sworn statement certifying: (a) the fact that there are no current defaults under this Agreement by either Liberty or County, except as specified in the Certifying Owner's statement; (b) the fact that this Agreement is unmodified and in full force and effect (or, if there have been modifications to this Agreement, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications); and (c) such other matters as may be requested by the Requesting Owner. If a Certifying Owner fails to timely execute and deliver an estoppel certificate, the Requesting Owner or the Requesting Owner's beneficiary or agent may execute and deliver such estoppel certificate on the Certifying Owner's behalf, and such certificate shall be fully binding on the Certifying Owner.

17. County's Contract Administrator. County has delegated authority to the County Administrator, or his/her designee, to take any action necessary to implement and administer the Agreement ("County's Contract Administrator"). County's Contract Administrator is authorized to exercise County's rights and obligations under this Agreement including, but is not limited to, giving consent or providing notice to Liberty when necessary, and executing a temporary construction easement or an estoppel certificate on behalf of County.

18. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed 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.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties 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 _____, 20____ (Agenda Item No. ____), and LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, signing by and through its _____, duly authorized to execute same.

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

Mayor

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

By: _____

Irma Qureshi (Date)

Assistant County Attorney

By: _____

Maite Azcoita (Date)

Deputy County Attorney

RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT BETWEEN BROWARD COUNTY AND LIBERTY PROPERTY LIMITED PARTNERSHIP.

WITNESSES:

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership

Signature of Witness 1

By: _____

Printed/Typed Name of Witness 1

Printed Name: _____

Signature of Witness 2

Title: _____

Printed/Typed Name of Witness 2

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, as _____ of LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, and that he/she acknowledged to me, that he/she executed the foregoing instrument on behalf of the limited partnership, freely and voluntarily under authority duly vested in him/her by said limited partnership. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 201____.

Notary Public

My Commission Expires:

EXHIBIT A

Liberty Property

Parcel A and Parcel B of FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34 of the Public Records of Broward County, Florida.

Folio Nos. 504125160010 and 504125160020

EXHIBIT B

County Property

Parcel A and Parcel B of ROUTE 441 RESOURCE RECOVERY SITE,
according to the Plat thereof, as recorded in Plat Book 132, Page 41 of the
Public Records of Broward County, Florida.

Folio Nos. 504125200010; 504125200020; 504125200021

EXHIBIT C

Easement in favor of County

**See attached
Sketch and Legal Description**

**SKETCH & DESCRIPTION
EASEMENT**

EXHIBIT 'C'

A PORTION OF PARCEL 'A'
(P.B. 121, PG. 34, B.C.R.)
BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Parcel 'A, FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34, of the Public Records of Broward County, Florida, being described as follows:

Commence at the most westerly northwest corner of said Parcel 'A'; thence S14°52'05"W, 24.81 feet to the Point Of Beginning; thence continue S14°52'05"W, 83.36 feet (the previous two calls being along the west line of said Parcel 'A') to a point of cusp with a curve, concave to the south (radial bearing to said point bears N35°05'59"W), having a radius of 45.00 feet and a central angle of 85°46'39"; thence northeasterly, easterly and southeasterly along the arc of said curve a distance of 67.37 feet to the most northerly south line of said Parcel 'A'; thence N88°34'16"E along the most northerly south line of said Parcel 'A', 39.73 feet; thence N15°31'41"W, 2.95 feet; thence N05°35'41"W, 68.17 feet; thence N02°48'21"E, 42.91 feet to the most southerly north line of said Parcel 'A'; thence S88°34'16"W along said line, 33.27 feet; thence S05°33'15"W, 27.44 feet to a point of curvature of a curve, concave to the north, having a radius of 15.00 feet and a central angle of 122°07'21"; thence southerly, westerly and northwesterly along the arc of said curve a distance of 31.97 feet to a point of compound curvature, concave to the northeast, having a radius of 95.00 feet and a central angle of 11°21'22"; thence northwesterly along the arc of said curve a distance of 18.83 feet to the Point Of Beginning.

Said lands lying in Broward County, Florida and containing 7,312 square feet, more or less.

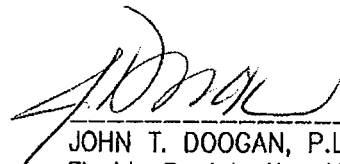
SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are grid based on the west line of Parcel 'A' having a bearing of S14°52'05"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.


CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 3/6/2019


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 AND 2**

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		SCALE:	--
		DATE:	03/05/2019
		BY:	W.R.E.
		CHECKED:	J.T.D.
		F.B.:	-- PG. --
SHEET:	1 OF 2		

**SKETCH & DESCRIPTION
EASEMENT**
A PORTION OF PARCEL 'A'
(P.B. 121, PG.34, B.C.R.)
BROWARD COUNTY, FLORIDA



PARCEL 'B'
(P.B. 132/41, B.C.R.)

P.O.C.
MOST WESTERLY NORTHWEST
CORNER PARCEL 'A'
(P.B. 121/34, B.C.R.)

MOST SOUTHERLY
NORTH LINE PARCEL 'A'
(P.B. 121/34, B.C.R.)

S88°34'16"W
33.27'

S14°52'05"W
24.81'

P.O.B.

S05°33'15"W
27.44'

N02°48'21"E
42.91'

STATE ROAD NO. 7

PARCEL 'A'
(P.B. 121/34, B.C.R.)

R=95.00' L=18.83' Δ=11°21'22"
R=15.00' L=31.97' Δ=122°07'21"

±7,312 SQUARE FEET

R=45.00' L=67.37' Δ=85°46'39"

WEST LINE PARCEL 'A'
(P.B. 121/34, B.C.R.)
BEARING BASIS

S14°52'05"W

83.36'

N05°35'41"W
68.17'

N15°31'41"W
2.95'

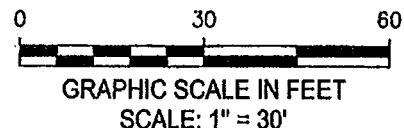
N35°05'59"W
(RADIAL)

N88°34'16"E
39.73'

MOST NORTHERLY
SOUTH LINE PARCEL 'A'
(P.B. 121/34, B.C.R.)

PARCEL 'A'
(P.B. 132/41, B.C.R.)

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REVISIONS



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BY:	W.R.E.
CHECKED:	J.T.D.
F.B. -- PG. --	
SHEET:	2 OF 2

EXHIBIT D

Easement in favor of Liberty

**See attached
Sketch and Legal Description**

**SKETCH & DESCRIPTION
EASEMENT**
A PORTION OF PARCEL 'A'
(P.B. 132, PG. 41, B.C.R.)
BROWARD COUNTY, FLORIDA

EXHIBIT 'D'


SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are grid based on the north line of Parcel 'A' having a bearing of N88°34'16"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.


CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 3/6/2019


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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SHEETS 1 THRU 4**

<p>REVISIONS</p> <table border="1" style="width: 100%; height: 100px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>								 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com <small>©2019 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission</small></p>	<table border="1" style="width: 100%; height: 100%;"> <tr><td>JOB #:</td><td>10704-1_D</td></tr> <tr><td>SCALE:</td><td>--</td></tr> <tr><td>DATE:</td><td>03/05/2019</td></tr> <tr><td>BY:</td><td>W.R.E.</td></tr> <tr><td>CHECKED:</td><td>J.T.D.</td></tr> <tr><td>F.B.</td><td>-- PG. --</td></tr> <tr><td>SHEET:</td><td>1 OF 4</td></tr> </table>	JOB #:	10704-1_D	SCALE:	--	DATE:	03/05/2019	BY:	W.R.E.	CHECKED:	J.T.D.	F.B.	-- PG. --	SHEET:	1 OF 4
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SHEET:	1 OF 4																						

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**SKETCH & DESCRIPTION
EASEMENT**

EXHIBIT 'D'

A PORTION OF PARCEL 'A'
(P.B. 132, PG. 41, B.C.R.)
BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Parcel 'A', ROUTE 441 RESOURCE RECOVERY SITE, according to the Plat thereof, as recorded in Plat Book 132, Page 41, of the Public Records of Broward County, Florida, being described as follows:

Commence at the northwest corner of said Parcel 'A'; thence N88°34'16"E along the north line of said Parcel 'A', 63.33 feet to the Point Of Beginning also being a point on the arc of a curve (radial bearing to said point bears N50°40'41"E), concave to the southwest, having a radius of 45.00 feet and a central angle of 23°47'36"; thence southerly along the arc of said curve a distance of 18.69 feet to a point of tangency; thence S15°31'51"E, 447.59 feet to a point of curvature of a curve, concave to the west, having a radius of 321.00 feet and a central angle of 13°51'21"; thence southerly along the arc of said curve a distance of 77.63 feet to a point of tangency; thence S01°40'29"E, 21.47 feet to a point of curvature of a curve, concave to the northwest, having a radius of 55.00 feet and a central angle of 90°08'50"; thence southwesterly along the arc of said curve a distance of 86.54 feet to a point of tangency; thence S88°28'20"W, 28.27 feet to a point of curvature of a curve, concave to the south, having a radius of 308.81 feet and a central angle of 18°02'16"; thence westerly along the arc of said curve a distance of 97.22 feet to a point of reverse curvature, concave to the north, having a radius of 55.00 feet and a central angle of 51°23'40"; thence westerly and northwesterly along the arc of said curve a distance of 49.34 feet to a point of reverse curvature, concave to the southwest, having a radius of 310.58 feet and a central angle of 18°06'16"; thence northwesterly along the arc of said curve a distance of 98.14 feet to a point of tangency; thence N76°16'32"W, 41.01 feet to the west line of said Parcel 'A'; thence S14°52'05"W along the west line of said Parcel 'A', 56.42 feet; thence S76°18'00"E, 42.46 feet to a point on a curve (radial bearing to said point bears N04°22'28"E), having a radius of 48.18 feet and a central angle of 25°34'33"; thence easterly along the arc of said curve a distance of 48.18 feet to a point of reverse curvature, concave to the north, having a radius of 100.00 feet and a central angle of 25°34'33"; thence southeasterly and easterly along the arc of said curve a distance of 44.64 feet to a point of tangency; thence S85°37'32"E, 23.77 feet to a point of curvature of a curve, concave to the north, having a radius of 100.00 feet and a central angle of 25°22'44"; thence easterly and northeasterly along the arc of said curve a distance of 44.29 feet to a point of reverse curvature, concave to the southeast, having a radius of 277.55 feet and a central angle of 19°34'34"; thence northeasterly and easterly along the arc of said curve a distance of 94.83 feet to a point of tangency; thence N88°34'17"E, 76.39 feet to a point of curvature of a curve, concave to the northwest, having a radius of 40.00 feet and a central angle of 90°19'19"; thence northeasterly and north along the arc of said curve a distance of 63.06 feet to a point of tangency; thence N01°45'02"W, 71.75 feet to a point of curvature of a curve, concave to the west, having a radius of 350.17 feet and a central angle of 13°46'48"; thence northwesterly along the arc of said curve a distance of 84.22 feet to a point of tangency; thence N15°31'50"W, 170.51 feet to a point of curvature of a curve, concave to the southeast, having a radius of 35.00 feet and a central angle of 104°06'06"; thence northeasterly along the arc of said curve a distance of 63.59 feet to a point of tangency; thence N88°34'15"E, 31.24 feet; thence S80°57'05"E, 3.64 feet to the most westerly east line of said Parcel 'A'; thence N01°42'40"W along the most westerly east line of said Parcel 'A', 41.25 feet; thence S78°42'58"W, 3.42 feet; thence S88°34'15"W, 42.55 feet to a point of curvature of a curve, concave to the northeast, having a radius of 55.00 feet and a central angle of 75°54'04"; thence northwesterly along the arc of said curve a distance of 72.86 feet to a point of tangency; thence N15°31'41"W, 157.22 feet to the north line of said Parcel 'A'; thence S88°34'16"W along the north line of said Parcel 'A', 39.73 feet to the Point Of Beginning.

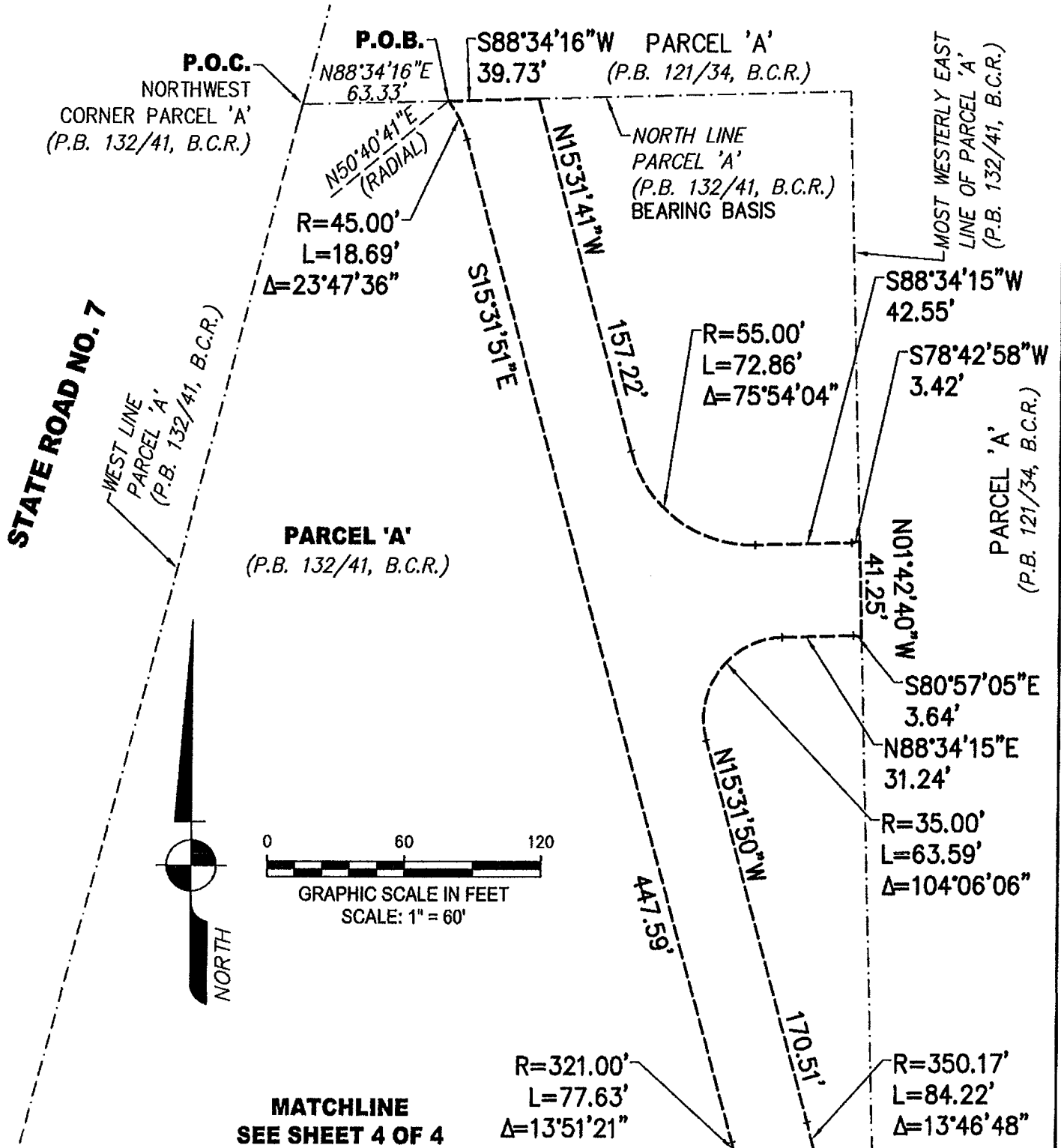
Said lands lying in Broward County, Florida and containing 42,691 square feet, more or less.

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**SKETCH & DESCRIPTION
EASEMENT**
A PORTION OF PARCEL 'A'
(P.B. 132, PG. 41, B.C.R.)
BROWARD COUNTY, FLORIDA

EXHIBIT 'D'



REVISIONS



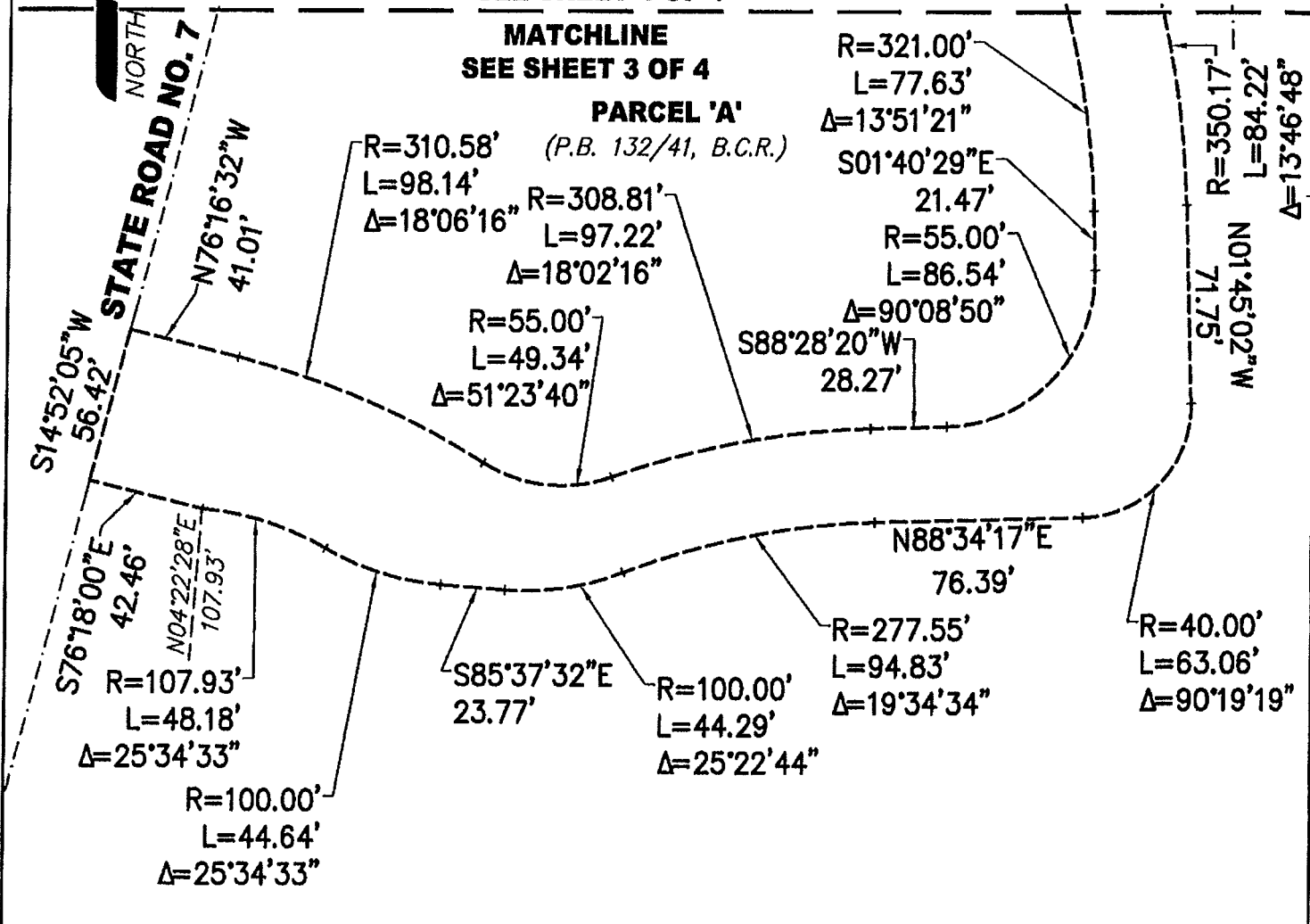
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SHEET:	3 OF 4

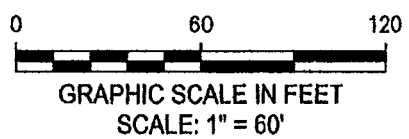
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 A PORTION OF PARCEL 'A'
 (P.B. 132, PG. 41, B.C.R.)
 BROWARD COUNTY, FLORIDA

EXHIBIT 'D'



PARCEL 'A'
 (P.B. 132/41, B.C.R.)

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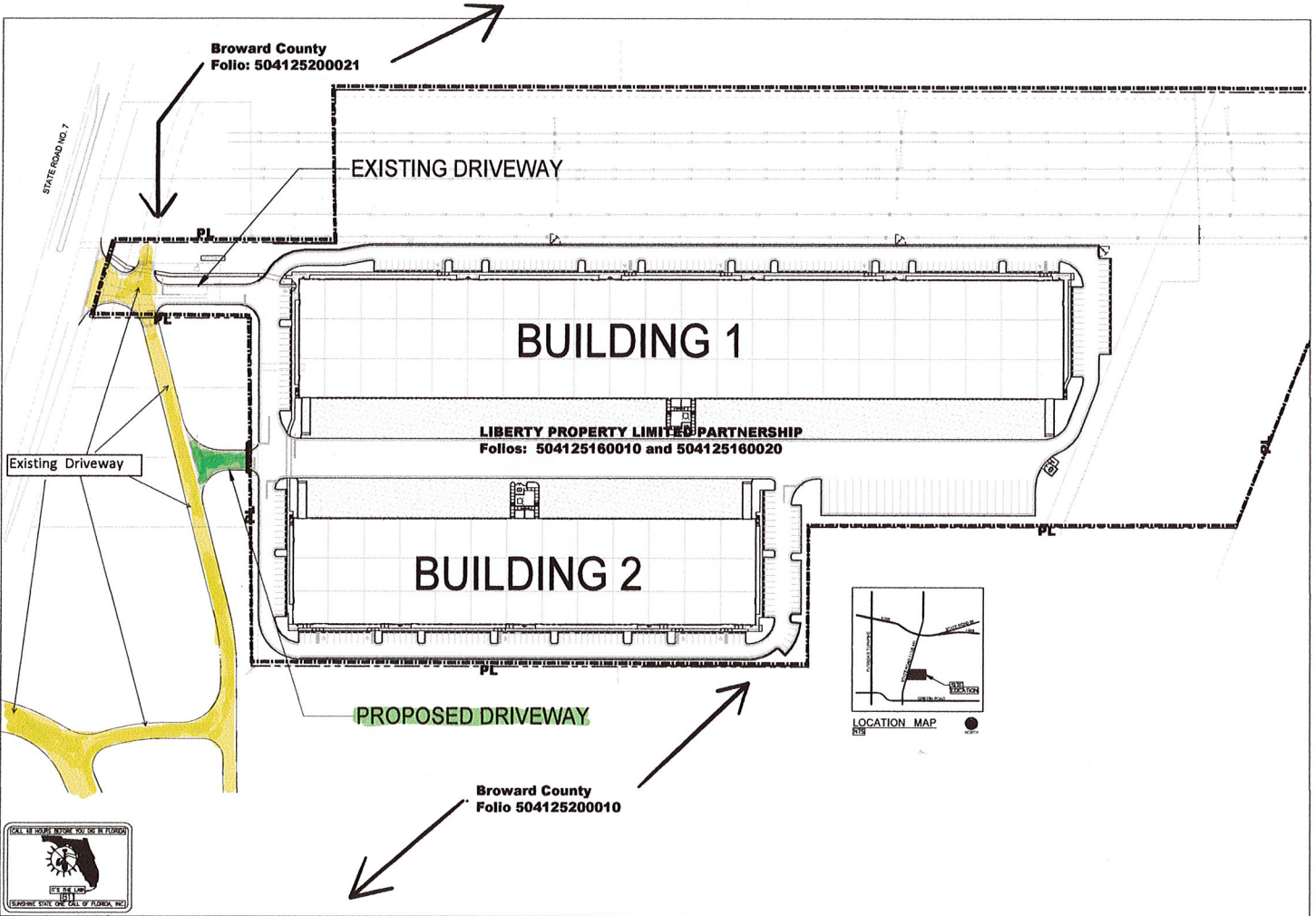


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CHECKED:	J.T.D.
F.B.	- PG. -
SHEET:	4 OF 4

EXHIBIT E

Conceptual Plan



This instrument prepared by
and return to:

Nectaria M. Chakas, Esq.
LOCHRIE & CHAKAS, P.A.
1401 E. Broward Boulevard, Suite 303
Fort Lauderdale, FL 33301

Folio numbers: 504125160010; 504125160020;
504125200010; 504125200020; 504125200021

**RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT BETWEEN
BROWARD COUNTY AND LIBERTY PROPERTY LIMITED PARTNERSHIP**

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, whose mailing address is 750 Park of Commerce Boulevard, Suite 110 Boca Raton, Florida 33487 ("Liberty") and BROWARD COUNTY, a political subdivision of the State of Florida, whose mailing address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"). Liberty and County are sometimes collectively referred to herein as the "Parties" or "Owners," or individually as a "Party" or an "Owner."

WITNESSETH:

WHEREAS, Liberty is the owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit A** attached to and made a part of this Agreement ("Liberty Property"); and

WHEREAS, County is the owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit B** attached to and made a part of this Agreement ("County Property") (Liberty Property and County Property are sometimes collectively referred to herein as "Parcels," or individually as a "Parcel"); and

WHEREAS, Liberty and County desire to impose, on the terms and conditions hereinafter set forth, certain easements upon the Parcels for the mutual and reciprocal benefit and complement of the Liberty Property and the County Property; the present and future owners of the Parcels; the respective employees, agents, contractors, customers, invitees, mortgagees, and licensees of such owners of the Parcels; and the tenants and occupants of the Parcels.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby declare as follows:

1. **Recitations and Defined Terms.** The above recitals are true and correct and are incorporated herein in their entirety. As used herein, the term "Permitees" shall include all tenants and the beneficial owners, managers, trustees, partners, members,

vendors, contractors, consultants, guests, visitors, invitees, employees, or suppliers of an Owner or tenant insofar as their activities are related to the use of the Liberty Property or County Property.

2. **Reciprocal Easement in favor of County.** Subject to any express conditions, limitations, or reservations contained in this Agreement, Liberty does hereby declare and grant to County for the benefit of all present and future owners and Permittees of County Property a nonexclusive, perpetual, and reciprocal easement solely for reasonable access, ingress, and egress over that portion of the Liberty Property, as more particularly described in **Exhibit C**, attached to and made a part of this Agreement ("County Easement Area"), so as to provide for the passage of motor vehicles between the Parcels, and to and from abutting streets or rights-of-way furnishing access to the Liberty Property and County Property ("County Easement"). It is expressly acknowledged and understood that in the event of an Emergency (as defined below), County may heavily use the Access Areas (as defined in Section 3) to access and use certain portions of the County Property as a debris site storage area for a period of time that is reasonably necessary under the circumstances ("Debris Storage Activities"), provided that (i) the Debris Storage Activities do not impede or restrict Liberty's use of the Access Areas; (ii) no machinery, equipment, or materials shall be stored by County on any portion of the Access Areas; and (iii) to the extent permitted by law, and without County waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, County shall be responsible for any damage to the Liberty Property and/or Access Areas caused by the Debris Storage Activities. In addition, County shall provide Liberty with advance written notice, to the greatest extent feasible under the circumstances, of intent to engage in Debris Storage Activities and will keep Liberty fully informed of the progress and estimated duration of the Debris Storage Activities. The term "Emergency" shall mean that (i) a state or local emergency has been declared in accordance with Florida law, or (ii) Broward County has adopted a resolution declaring a health and safety emergency caused by any event, which creates excessive amounts of debris that temporarily exceeds or overburdens the available disposal capacities within Broward County.

3. **Reciprocal Easement in favor of Liberty.** Subject to any express conditions, limitations, or reservations contained in this Agreement, County does hereby declare and grant to Liberty for the benefit of all present and future owners and Permittees of Liberty Property a nonexclusive, perpetual, and reciprocal easement solely for reasonable access, ingress, and egress over that portion of the County Property, as more particularly described in **Exhibit D**, attached to and made a part of this Agreement ("Liberty Easement Area"), so as to provide for the passage of motor vehicles between the Parcels, and to and from abutting streets or rights-of-way furnishing access to the Liberty Property and County Property ("Liberty Easement"). It is expressly acknowledged and understood that Liberty will be constructing new improvements on the Liberty Property and, in connection therewith, additional driveway(s) may be constructed by Liberty to connect to the County Easement Area and the Liberty Easement Area (collectively referred to as, "Access Areas") contemplated in this Agreement (the "Improvements"). Such construction of the Improvements may include adding striping, installing appropriate signage to prevent parking in the Access Areas, and improving or expanding the radius

of the Access Areas, and will be substantially in accordance with the conceptual plan attached to this Agreement as Exhibit E, attached to and made a part of this Agreement (the "Conceptual Plan"). Liberty may modify, from time to time and without the prior written consent of County, any portion of the Conceptual Plan which does not propose to modify the Access Areas and/or the proposed use of the Liberty Property as an industrial warehouse/distribution facility. Any amendments to the Conceptual Plan that propose to modify the Access Areas and/or proposed use of the Liberty Property are subject to the prior written approval of County, which approval shall not be unreasonably withheld. Liberty will construct any and all Improvements, at no cost to County, in accordance with the permits approved by the City of Dania Beach. In this regard, County agrees to grant a temporary construction easement, in a form prepared and approved by the Office of the County Attorney, to Liberty to construct the Improvements and repairs contemplated herein for the Access Areas.

4. Maintenance and Repair of Access Areas.

a. Except as otherwise provided in this Section 4, each Owner, at its sole cost and expense, shall maintain the portions of the Access Areas located on its respective Parcel including, without limitation, (i) performing routine maintenance on the surfaces of the applicable Access Areas, including removal of trash and debris, and sweeping; and (ii) keeping the applicable Access Areas in a good, clean, safe, and orderly condition.

b. If any portion of the Access Areas is disturbed, damaged, or destroyed and, as a result, all or a portion of the asphalt surface within the Access Areas needs to be repaired or replaced ("Event of Damage"), Liberty will restore, repair, or replace the asphalt, with the prior written consent of County, to ensure reasonable means of access, ingress and egress to, from, and among the Parcels and the adjacent right-of-way known as State Road 7 (the "Access Road Maintenance Obligations"). County shall reimburse Liberty in an amount equal to one half (1/2) of the actual costs, expenses, and fees reasonably incurred by Liberty in performing the Access Road Maintenance Obligations, provided that the asphalt repairs for the Access Areas were not necessitated by Liberty's construction of the Improvements as described in Section 3 or by the negligence or willful misconduct of Liberty or Liberty's Permittees ("Reimbursement Amount"). County shall submit to Liberty a lump sum payment for the Reimbursement Amount within ninety (90) calendar days after (i) Liberty completes all of the repair work relating to the Event of Damage, and (ii) County receives a certified invoice detailing the repairs made and the actual expenses incurred by Liberty. All repairs made by Liberty shall be at least substantially similar in quality and class to the original work, ordinary wear and tear excepted.

c. Notwithstanding anything to the contrary herein, in the event that County is no longer leasing the County Property to a third party and that County is not regularly using or accessing the County Property, then County shall not be obligated to maintain the portions of the Access Areas as described in Section 4(a) of this Agreement and shall

not be obligated to reimburse Liberty for the Access Road Maintenance Obligations as described in Section 4(b) of this Agreement ("Suspension of County's Maintenance and Repair Obligations"). Such Suspension of County's Maintenance and Repair Obligations shall be effective upon County providing written notice to Liberty, and shall continue up through the date that County enters into a lease agreement with a third party for the County Property or the date that County begins using and accessing the County Property on a regular basis.

5. No Cross-Parking. Notwithstanding any of the rights and easements created by this Agreement, no Parcel shall be entitled to cross-parking rights on the other Parcel and no Owner shall allow its Permittees to park within or upon the other Owner's Parcel, unless consented to in writing by the other Owner. Each Owner shall use commercially reasonable efforts to prevent such cross-parking (including, without limitation, the towing of and imposition of fines on vehicles parking in violation of this Section 5). In addition, the Owners agree to work together to install appropriate signage to prevent cross-parking and facilitate this Section 5. Notwithstanding the preceding provisions, Liberty shall install, at Liberty's sole cost and expense, appropriate signage to prevent parking in the Access Areas.

6. Default and Remedies.

a. An "Event of Default" shall occur when an Owner or its Permittees materially breach any terms, covenants, restrictions, or conditions of this Agreement ("Defaulting Owner"), and the breach continues for a period of thirty (30) calendar days after receiving written notice from the other Owner ("Non-defaulting Owner"), unless additional time may be reasonably required if the cure cannot be completed with thirty (30) calendar days but the Defaulting Owner timely commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion.

b. If an Event of Default occurs, the Non-defaulting Owner shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such Event of Default, including payment of any amounts due and/or specific performance. No Event of Default shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

c. In addition to all other remedies available at law or in equity, in the Event of a Default, a Non-defaulting Owner may, but is not obligated to, perform the Defaulting Owner's obligations and cure the default. The Defaulting Owner must reimburse the Non-defaulting Owner for the reasonable costs and expenses incurred to cure the default within thirty (30) calendar days after receiving a detailed invoice from the Non-defaulting Owner. Notwithstanding the foregoing, the Owners must timely comply with their obligations under this Agreement, and no delay or omission by the Non-defaulting Owner in exercising its right to cure under this Section 6(c) shall be construed as a waiver of any Event of Default or any right or remedy.

7. Indemnification/Liability.

a. Liberty shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "County 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a Party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Liberty, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against a County Indemnified Party, Liberty shall, upon written notice from County, defend each County Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the County Indemnified Party. To the extent considered necessary by the County Administrator and County Attorney, any sums due Liberty under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

b. 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 or omission, by County or its officers, employees, and agents.

c. The obligations of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Notices. Any written notice hereunder shall be in writing and addressed to the Owner of record at the address listed by the Broward County Property Appraiser records and shall be deemed to have been properly given or served as of the date the same are (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the Owner; or (ii) on the day of delivery to a private express package courier, prepaid, addressed to the Owner.

9. Amendments. This Agreement may not be altered, changed, terminated, or amended except by written instrument, executed by all of the owners of any right, title, or interest in and to the Parcels and recorded in the Public Records of Broward County, Florida.

10. Assignment. County may, without the consent of Liberty, assign all of its rights, obligations, and duties under this Agreement to any current or future tenant of the County Property ("Assignee"), provided that (i) County enters into a written agreement in which the Assignee accepts, assumes, and agrees to perform all of the terms, conditions, and limitations contained in this Agreement and (ii) a copy of such written agreement is provided to Liberty ("Permitted Assignment"). Notwithstanding a Permitted Assignment,

County may, at its sole option and discretion, exercise any right or perform any obligation provided to County in this Agreement.

11. Recording. Liberty, at Liberty's sole cost, shall record this Agreement in the Public Records of Broward County, Florida, within seven (7) calendar days after the date that the Agreement is fully executed by the Parties. This Agreement shall not be effective until it is recorded in the Public Records of Broward County, Florida.

12. No Public Dedication. This Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the Parties may, by mutual agreement, terminate or modify their respective rights and obligations under this Agreement.

13. Law, Jurisdiction, and 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 that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LIBERTY AND COUNTY 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 13, 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.**

14. Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, except as otherwise provided in this Agreement.

15. Miscellaneous. It is intended that this Agreement, and each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land, shall bind every person having any fee, leasehold, or other interest therein, and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives (including, without limitation, all subsequent owners of the Liberty Property or the County Property, and all persons claiming by, through, and under them). This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings (verbal and written) are superseded hereby.

16. **Estoppel Certificates.** Within thirty (30) days after receiving a written request from an Owner ("Requesting Owner"), which may be made from time to time, the other Owner ("Certifying Owner") shall execute and deliver to the Requesting Owner a sworn statement certifying: (a) the fact that there are no current defaults under this Agreement by either Liberty or County, except as specified in the Certifying Owner's statement; (b) the fact that this Agreement is unmodified and in full force and effect (or, if there have been modifications to this Agreement, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications); and (c) such other matters as may be requested by the Requesting Owner. If a Certifying Owner fails to timely execute and deliver an estoppel certificate, the Requesting Owner or the Requesting Owner's beneficiary or agent may execute and deliver such estoppel certificate on the Certifying Owner's behalf, and such certificate shall be fully binding on the Certifying Owner.

17. **County's Contract Administrator.** County has delegated authority to the County Administrator, or his/her designee, to take any action necessary to implement and administer the Agreement ("County's Contract Administrator"). County's Contract Administrator is authorized to exercise County's rights and obligations under this Agreement including, but is not limited to, giving consent or providing notice to Liberty when necessary, and executing a temporary construction easement or an estoppel certificate on behalf of County.

18. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed 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.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties 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 _____, 20____ (Agenda Item No. ____), and LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, signing by and through its sole general partner, duly authorized to execute same.

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____

Mayor

Print Name: _____

_____ day of _____, 20____

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

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

By: IRMA QURESHI 06/03/19
Irma Qureshi (Date)
Assistant County Attorney

By: MAITE AZCOITA 6/3/19
Maite Azcoita (Date)
Deputy County Attorney

RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT BETWEEN BROWARD COUNTY AND LIBERTY PROPERTY LIMITED PARTNERSHIP.

WITNESSES:

Jenny Ganges

Signature of Witness 1

Jenny Ganges

Printed/Typed Name of Witness 1

Haren Edus

Signature of Witness 2

HAREN EDUS

Printed/Typed Name of Witness 2

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: Liberty Property Trust, its sole general partner

By: *[Signature]*

Printed Name: _____

Title: _____

Anderson Petry
Vice President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Anderson Petry, as Vice President of LIBERTY PROPERTY TRUST, sole general partner of LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, and that he/she acknowledged to me, that he/she executed the foregoing instrument on behalf of the limited partnership, freely and voluntarily under authority duly vested in him/her by said limited partnership. He/she is personally known to me or has produced _____ as identification.

3 WITNESS my hand and official seal in the County and State last aforesaid this day of June, 2019.

Gerald Paul Radtke
Notary Public

My Commission Expires:

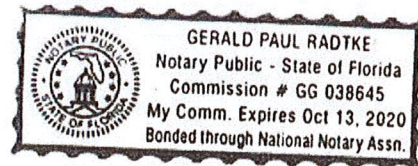


EXHIBIT A

Liberty Property

Parcel A and Parcel B of FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34 of the Public Records of Broward County, Florida.

Folio Nos. 504125160010 and 504125160020

EXHIBIT B

County Property

**Parcel A and Parcel B of ROUTE 441 RESOURCE RECOVERY SITE,
according to the Plat thereof, as recorded in Plat Book 132, Page 41 of the
Public Records of Broward County, Florida.**

Folio Nos. 504125200010; 504125200020; 504125200021

EXHIBIT C

Easement in favor of County

**See attached
Sketch and Legal Description**

**SKETCH & DESCRIPTION
EASEMENT**

EXHIBIT 'C'

A PORTION OF PARCEL 'A'
(P.B. 121, PG. 34, B.C.R.)
BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Parcel 'A, FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34, of the Public Records of Broward County, Florida, being described as follows:

Commence at the most westerly northwest corner of said Parcel 'A'; thence S14°52'05"W, 24.81 feet to the Point Of Beginning; thence continue S14°52'05"W, 83.36 feet (the previous two calls being along the west line of said Parcel 'A') to a point of cusp with a curve, concave to the south (radial bearing to said point bears N35°05'59"W), having a radius of 45.00 feet and a central angle of 85°46'39"; thence northeasterly, easterly and southeasterly along the arc of said curve a distance of 67.37 feet to the most northerly south line of said Parcel 'A'; thence N88°34'16"E along the most northerly south line of said Parcel 'A', 39.73 feet; thence N15°31'41"W, 2.95 feet; thence N05°35'41"W, 68.17 feet; thence N02°48'21"E, 42.91 feet to the most southerly north line of said Parcel 'A'; thence S88°34'16"W along said line, 33.27 feet; thence S05°33'15"W, 27.44 feet to a point of curvature of a curve, concave to the north, having a radius of 15.00 feet and a central angle of 122°07'21"; thence southerly, westerly and northwesterly along the arc of said curve a distance of 31.97 feet to a point of compound curvature, concave to the northeast, having a radius of 95.00 feet and a central angle of 11°21'22"; thence northwesterly along the arc of said curve a distance of 18.83 feet to the Point Of Beginning.

Said lands lying in Broward County, Florida and containing 7,312 square feet, more or less.


SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are grid based on the west line of Parcel 'A' having a bearing of S14°52'05"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.


CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 3/6/2019


 JOHN T. DOOGAN, P.L.S.
 Florida Registration No. 4409
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 AND 2**

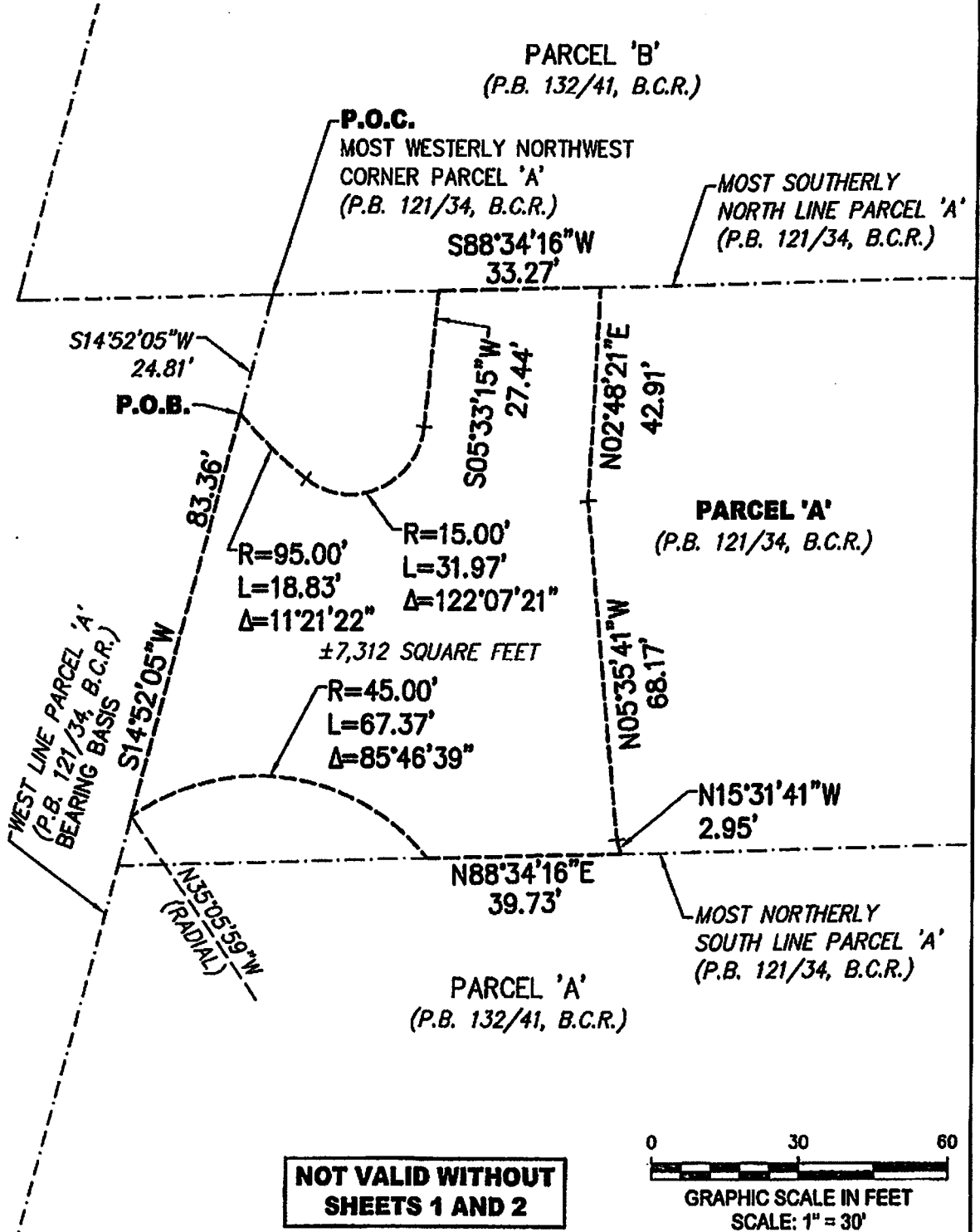
REVISIONS 		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 10704-1 SCALE: - DATE: 03/05/2019 BY: W.R.E. CHECKED: J.T.D. F.B. - PG. - SHEET: 1 OF 2
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**SKETCH & DESCRIPTION
EASEMENT**
A PORTION OF PARCEL 'A'
(P.B. 121, PG.34, B.C.R.)
BROWARD COUNTY, FLORIDA

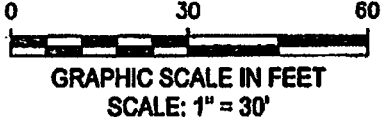
EXHIBIT 'C'



STATE ROAD NO. 7



**NOT VALID WITHOUT
SHEETS 1 AND 2**



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SCALE:	1" = 30'
DATE:	03/05/2019
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	-- PG. --
SHEET:	2 OF 2

EXHIBIT D

Easement in favor of Liberty

**See attached
Sketch and Legal Description**

**SKETCH & DESCRIPTION
EASEMENT
A PORTION OF PARCEL 'A'
(P.B. 132, PG. 41, B.C.R.)
BROWARD COUNTY, FLORIDA**

EXHIBIT 'D'

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are grid based on the north line of Parcel 'A' having a bearing of N88°34'16"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.

CERTIFICATION:


I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 3/6/2019

John T. Doogan

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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<p>REVISIONS</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<p align="center">  AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com <small>©2018 AVIROM & ASSOCIATES INC. all rights reserved This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission</small> </p>	<p>JOB #: 10704-1_D SCALE: - DATE: 03/05/2019 BY: W.R.E. CHECKED: J.T.D. F.B. - PG. - SHEET: 1 OF 4</p>
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**SKETCH & DESCRIPTION
EASEMENT**

EXHIBIT 'D'


A PORTION OF PARCEL 'A'
(P.B. 132, PG. 41, B.C.R.)
BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Parcel 'A', ROUTE 441 RESOURCE RECOVERY SITE, according to the Plat thereof, as recorded in Plat Book 132, Page 41, of the Public Records of Broward County, Florida, being described as follows:

Commence at the northwest corner of said Parcel 'A'; thence N88°34'16"E along the north line of said Parcel 'A', 63.33 feet to the Point Of Beginning also being a point on the arc of a curve (radial bearing to said point bears N50°40'41"E), concave to the southwest, having a radius of 45.00 feet and a central angle of 23°47'36"; thence southerly along the arc of said curve a distance of 18.69 feet to a point of tangency; thence S15°31'51"E, 447.59 feet to a point of curvature of a curve, concave to the west, having a radius of 321.00 feet and a central angle of 13°51'21"; thence southerly along the arc of said curve a distance of 77.63 feet to a point of tangency; thence S01°40'29"E, 21.47 feet to a point of curvature of a curve, concave to the northwest, having a radius of 55.00 feet and a central angle of 90°08'50"; thence southwesterly along the arc of said curve a distance of 86.54 feet to a point of tangency; thence S88°28'20"W, 28.27 feet to a point of curvature of a curve, concave to the south, having a radius of 308.81 feet and a central angle of 18°02'16"; thence westerly along the arc of said curve a distance of 97.22 feet to a point of reverse curvature, concave to the north, having a radius of 55.00 feet and a central angle of 51°23'40"; thence westerly and northwesterly along the arc of said curve a distance of 49.34 feet to a point of reverse curvature, concave to the southwest, having a radius of 310.58 feet and a central angle of 18°06'16"; thence northwesterly along the arc of said curve a distance of 98.14 feet to a point of tangency; thence N76°16'32"W, 41.01 feet to the west line of said Parcel 'A'; thence S14°52'05"W along the west line of said Parcel 'A', 56.42 feet; thence S76°18'00"E, 42.46 feet to a point on a curve (radial bearing to said point bears N04°22'28"E), having a radius of 48.18 feet and a central angle of 25°34'33"; thence easterly along the arc of said curve a distance of 48.18 feet to a point of reverse curvature, concave to the north, having a radius of 100.00 feet and a central angle of 25°34'33"; thence southeasterly and easterly along the arc of said curve a distance of 44.64 feet to a point of tangency; thence S85°37'32"E, 23.77 feet to a point of curvature of a curve, concave to the north, having a radius of 100.00 feet and a central angle of 25°22'44"; thence easterly and northeasterly along the arc of said curve a distance of 44.29 feet to a point of reverse curvature, concave to the southeast, having a radius of 277.55 feet and a central angle of 19°34'34"; thence northeasterly and easterly along the arc of said curve a distance of 94.83 feet to a point of tangency; thence N88°34'17"E, 76.39 feet to a point of curvature of a curve, concave to the northwest, having a radius of 40.00 feet and a central angle of 90°19'19"; thence northeasterly and north along the arc of said curve a distance of 63.06 feet to a point of tangency; thence N01°45'02"W, 71.75 feet to a point of curvature of a curve, concave to the west, having a radius of 350.17 feet and a central angle of 13°46'48"; thence northwesterly along the arc of said curve a distance of 84.22 feet to a point of tangency; thence N15°31'50"W, 170.51 feet to a point of curvature of a curve, concave to the southeast, having a radius of 35.00 feet and a central angle of 104°06'06"; thence northeasterly along the arc of said curve a distance of 63.59 feet to a point of tangency; thence N88°34'15"E, 31.24 feet; thence S80°57'05"E, 3.64 feet to the most westerly east line of said Parcel 'A'; thence N01°42'40"W along the most westerly east line of said Parcel 'A', 41.25 feet; thence S78°42'58"W, 3.42 feet; thence S88°34'15"W, 42.55 feet to a point of curvature of a curve, concave to the northeast, having a radius of 55.00 feet and a central angle of 75°54'04"; thence northwesterly along the arc of said curve a distance of 72.86 feet to a point of tangency; thence N15°31'41"W, 157.22 feet to the north line of said Parcel 'A'; thence S88°34'16"W along the north line of said Parcel 'A', 39.73 feet to the Point Of Beginning.

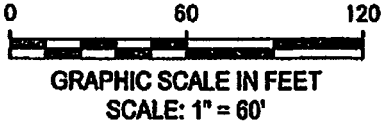
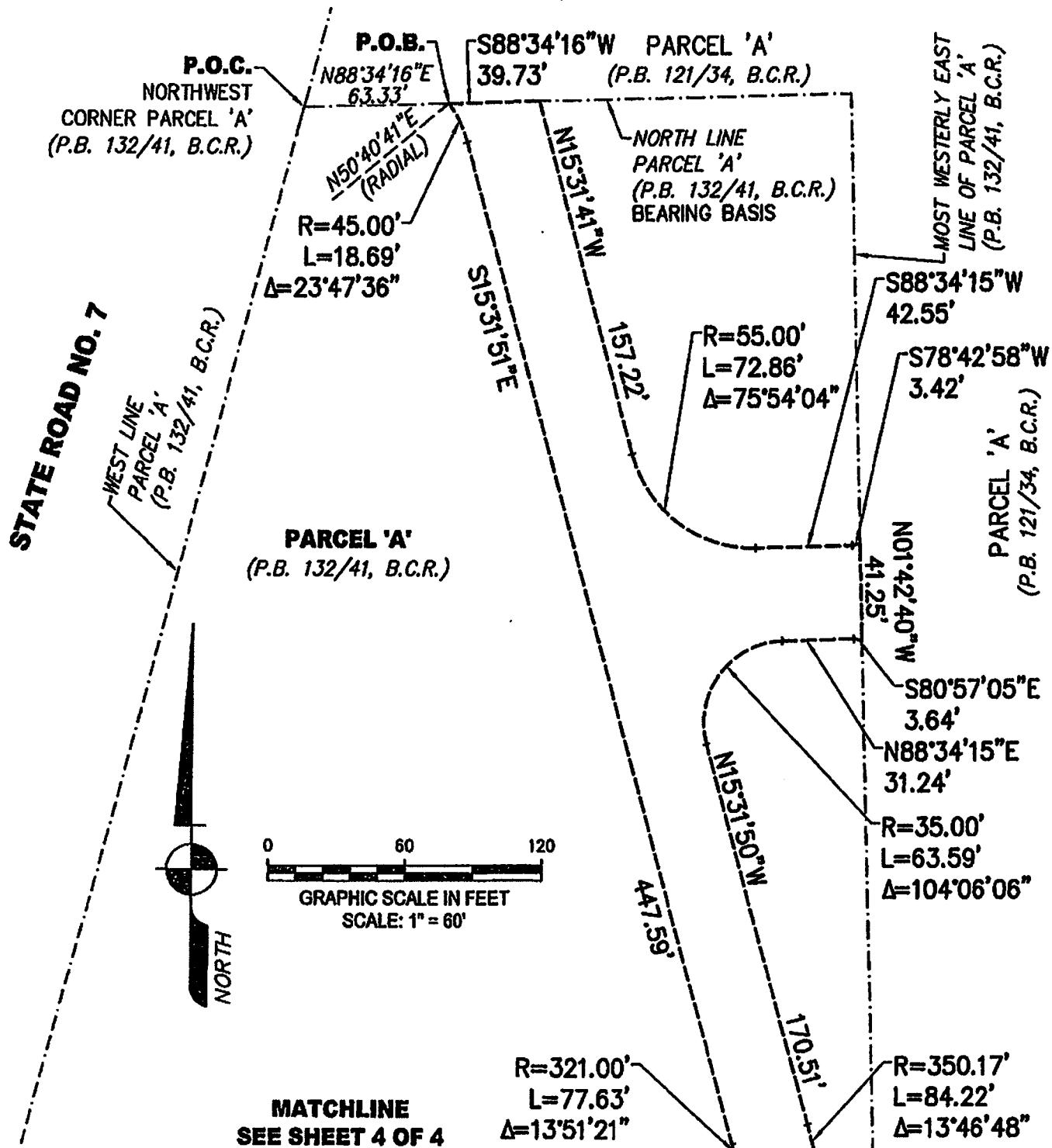
Said lands lying in Broward County, Florida and containing 42,691 square feet, more or less.

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		DATE: 03/05/2019	
		BY: W.R.E.	
		CHECKED: J.T.D.	
		F.B. - PG. -	
SHEET: 2 OF 4			

NOT VALID WITHOUT SHEETS 1 THRU 4

SKETCH & DESCRIPTION EASEMENT
 A PORTION OF PARCEL 'A'
 (P.B. 132, PG. 41, B.C.R.)
 BROWARD COUNTY, FLORIDA

EXHIBIT 'D'



MATCHLINE
SEE SHEET 4 OF 4

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DATE:	03/05/2019
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CHECKED:	J.T.D.
F.B. - PG. -	
SHEET:	3 OF 4

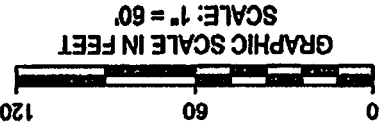
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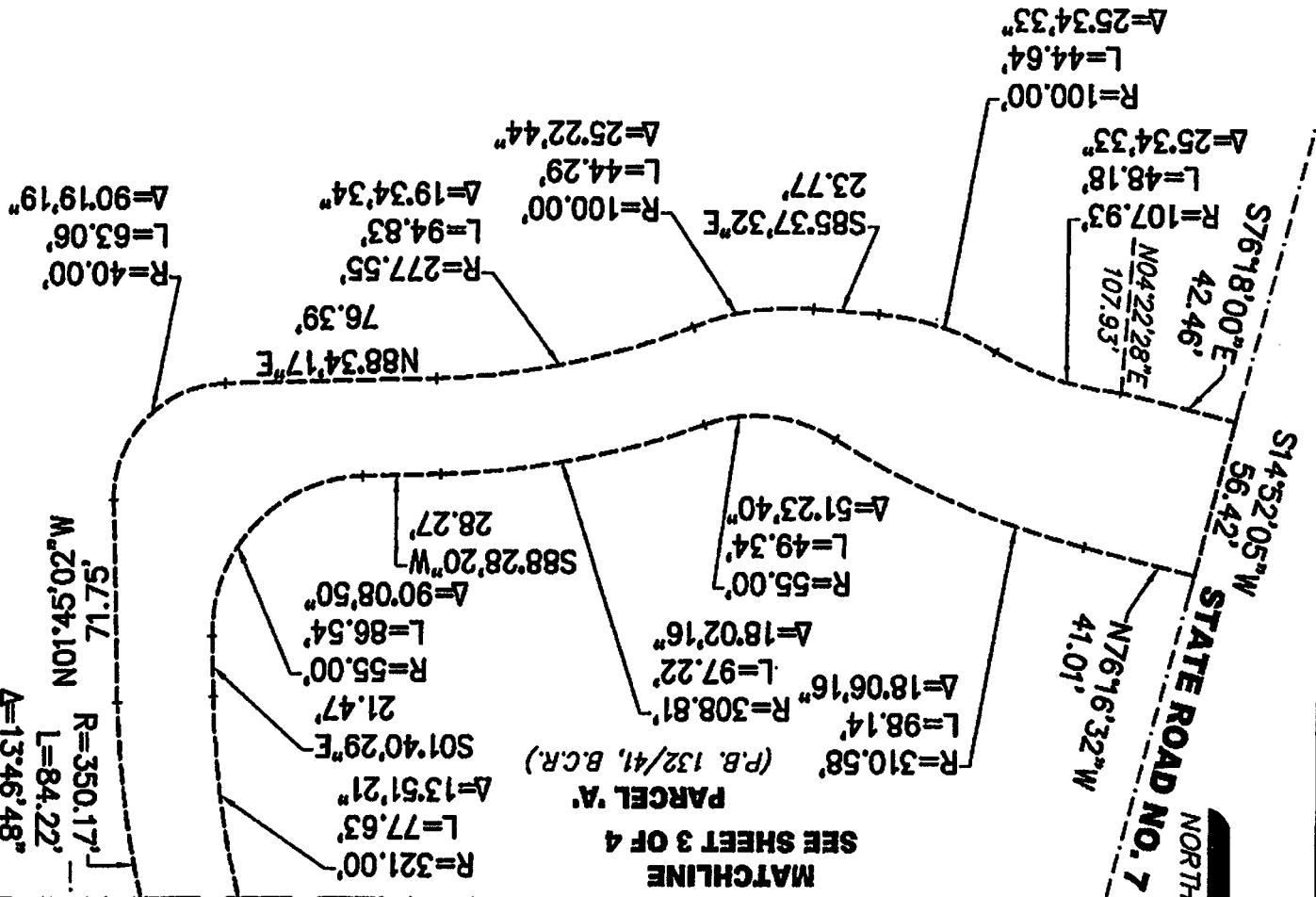
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CHECKED: J.T.D.
F.B. - PG. -
SHEET: 4 OF 4

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PARCEL A.
(P.B. 132/41, B.C.R.)



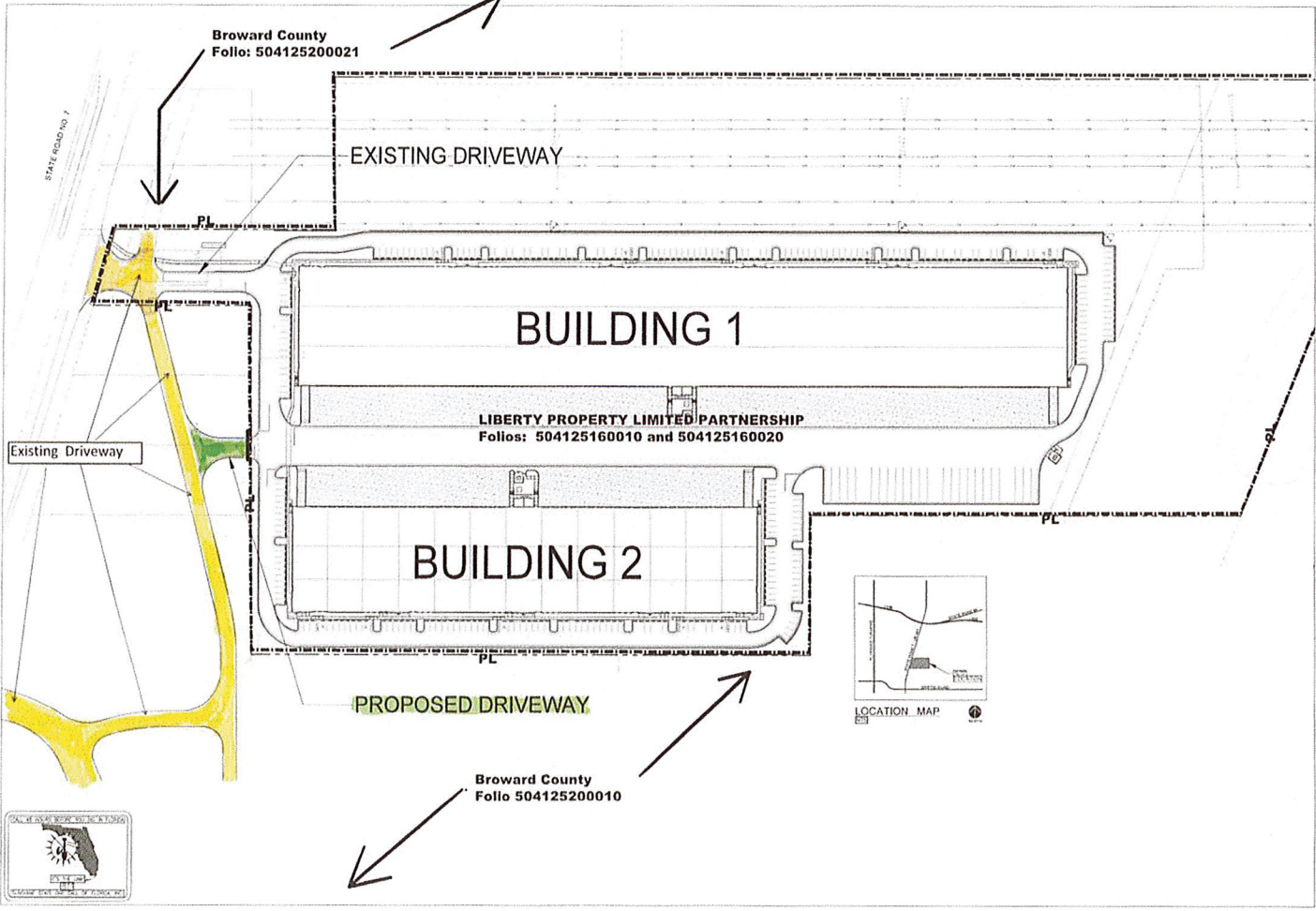
MATCHLINE
SEE SHEET 3 OF 4

SKETCH & DESCRIPTION
EASEMENT
A PORTION OF PARCEL A.
(P.B. 132, PG. 41, B.C.R.)
BROWARD COUNTY, FLORIDA

EXHIBIT 'D'

EXHIBIT E

Conceptual Plan



FIS
FLOORING INFORMATION SYSTEM

CONCEPTUAL SITE PLAN

LIBERTY 595
400 STATE ROAD
DAW BEACH, FLORIDA 33944

NORTH

REVISIONS

NO.	DATE	DESCRIPTION

DOCUMENTS

(SCALE)

DATE	SCALE	DRAWN BY	CHECKED BY

XE