

SECOND AMENDMENT TO GROUND LEASE AGREEMENT (SOUTH PHASE)

THIS SECOND AMENDMENT (this “**Amendment**”) is made and entered into as of this ____ day of _____, 2024, by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as Landlord),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

13TH FLOOR ADLER BROWARD SOUTH, LLC

(hereafter referred to as Tenant),
a Florida limited liability company,
who is located at
2850 Tigertail Ave, Suite 701 Miami Florida 33133

WHEREAS, Landlord is the owner of real property located at 3501 SW Davie Road in Davie, Florida 33314 also known as the A. Hugh Adams Central Campus of Broward College (the “**Campus**”).

WHEREAS, Landlord entered into a Ground Lease Agreement (South Phase) dated as of May 25, 2021, as amended by that certain First Amendment to Ground Lease Agreement (South Phase) dated as of December 15, 2022 (as amended, the “**Lease**”), with Tenant to develop, finance, construct, operate and maintain, among other things, a residential development on portions of the Campus, herein referred to as (the “**Property**”). Capitalized terms used herein without definition have the meanings given to them in the Lease.

WHEREAS, Landlord and Tenant have agreed to extend the deadlines for the satisfaction of certain obligations of the parties contemplated in the Lease.

WHEREAS, pursuant to Section 8.1 of the Lease, Improvements to the Plaza Area(s), depicted on **Exhibit A** attached hereto, were to be constructed by Tenant as part of the Project.

WHEREAS, Landlord desires that the Improvements to the Plaza Area labeled as “Plaza 1” on **Exhibit A** attached hereto (“**Plaza 1**”), which Improvements are included in Tenant’s site plan for the Project approved by the Town and other applicable Governmental Authorities as of the date of this Amendment (as such site plan may be amended from time to time, the “**Approved Site Plan**”), no longer be constructed by Tenant as part of the Project, other than the fence and landscaping barrier between the Project and Plaza 1 (the “**Plaza 1 Barrier**”), subject to final, non-appealable approval of a revised site plan for the Project, as more particularly set forth below.

WHEREAS, Landlord also desires the right to elect to replace, in Landlord’s discretion, the Improvements to the Plaza Area labeled as “Plaza 2” on **Exhibit A** attached hereto (“**Plaza 2**”), which Improvements are included in the Approved Site Plan, with landscaping, subject to final, non-appealable approval of a revised site plan for the Project, on the terms and conditions hereinafter set forth.

WHEREAS, Landlord and Tenant have agreed to terminate that certain Agreement for Non-Exclusive Cross Access Easement dated June 21, 2022, and to replace same with an access easement in the form attached hereto as **Exhibit B** (the “**Replacement Access Easement**”).

WHEREAS, Landlord has requested and Tenant has agreed (a) to install directional signage along the southerly entrance/exit of the Project and certain other reasonable improvements to the access and platted easement areas immediately south of the Project between Davie Road and College Avenue, and (b) to amend the Lease in certain other respects, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and further agree the Lease is amended as follows:

1. **Extension of Obligations.** The deadlines for the obligations of the parties under the Lease identified in **Exhibit C** attached hereto are hereby extended to the revised deadlines for such obligations set forth in **Exhibit C**.
2. **Modification of Plaza 1:**
 - (a) During construction of the Project, Landlord and Tenant shall work together in good faith to remove the Improvements to Plaza 1 from the Project (other than the Plaza 1 Barrier), and obtain final, non-appealable approval of a revised site plan (the “**Revised Site Plan**”) for the Project excluding the Improvements to Plaza 1 (other than the Plaza 1 Barrier), from the Town, the District and all other applicable Governmental Authorities (the “**Final Revised Site Plan Approval**”). The Revised Site Plan may include additional enhancements to Plaza 1 (such as landscaping) as may be requested by Landlord and reasonably approved by Tenant, in which event the term “Plaza 1 Barrier”, as used herein, shall be deemed to include such enhancements. In the event Tenant obtains the Final Revised Site Plan Approval for Plaza 1, the following provisions shall apply:
 - (i) As part of the development of the Project, Tenant shall install the Plaza 1 Barrier in accordance with the Revised Site Plan.
 - (ii) Tenant shall pay to Landlord, as Additional Rent, an amount equal to the hard costs of construction that Tenant would have incurred in connection with the construction of the Improvements to Plaza 1 as part of the Project, less all actual out-of-pocket costs and expenses incurred by Tenant in connection with Plaza 1, including, without limitation, all costs and expenses associated with the redesign and reengineering of Plaza 1 (if applicable), the Revised Site Plan, the

Final Revised Site Plan Approval, permits and other Governmental Authorizations for Plaza 1, and the Plaza 1 Barrier.

Except as provided above, the terms and conditions of Section 8.1 of the Lease shall apply to Plaza 1 as one of the Dedicated Areas under the Lease, including, without limitation, the terms thereof with respect to the release of Plaza 1 from the Lease following Substantial Completion of the Plaza 1 Barrier.

- (b) In the event Tenant fails to obtain the Final Revised Site Plan Approval for Plaza 1 for any reason, then Tenant shall develop Plaza 1 as part of the Project in accordance with Section 8.1 of the Lease and the Approved Site Plan.

3. **Modification of Plaza 2.**

- (a) Landlord may, in its discretion, elect to replace the Improvements to Plaza 2 with landscaping, by delivering written notice of such election to Tenant no later than ninety (90) days following the date of this Amendment. If Landlord fails to notify Tenant of such election within said 90-day period, Landlord's right to elect to replace the Improvements to Plaza 2 with landscaping shall be deemed waived. If Landlord timely notifies Tenant of such election, then, in such event and in conjunction with the modification of Plaza 1 contemplated under Section 2 above, Landlord and Tenant shall work together in good faith to replace the Improvements to Plaza 2 with landscaping as part of the Revised Site Plan and obtain the Final Revised Site Plan Approval. In the event Tenant obtains the Final Revised Site Plan Approval for Plaza 2, the following provisions shall apply:

- (i) As part of the development of the Project, Tenant shall install landscaping on Plaza 2 in accordance with the Revised Site Plan.
- (ii) Tenant shall pay to Landlord, as Additional Rent, an amount equal to the hard costs of construction that Tenant would have incurred in connection with the construction of the Improvements to Plaza 2 as part of the Project, less all actual out-of-pocket costs and expenses incurred by Tenant in connection with Plaza 2, including, without limitation, all costs and expenses associated with the the redesign and reengineering of Plaza 2 (if applicable), the Revised Site Plan, the Final Revised Site Plan Approval, permits and other Governmental Authorizations for Plaza 2, and landscaping Plaza 2.

Except as provided above, the terms and conditions of Section 8.1 of the Lease shall apply to Plaza 2 as one of the Dedicated Areas under the Lease, including, without limitation, the terms thereof with respect to the release of Plaza 2 from the Lease following Substantial Completion of landscaping Plaza 2.

- (b) In the event Tenant fails to obtain the Final Revised Site Plan Approval for Plaza 2 for any reason, Tenant shall develop Plaza 2 as part of the Project in accordance with Section 8.1 of the Lease and the Approved Site Plan.

4. **Directional Signage.** To the extent permitted by applicable Law and the requirements of the Town, as part of the Project, Tenant shall, at Tenant's expense, install and maintain (a) directional signage along the southerly entrance/exit of the Project directing vehicular traffic from the Property to exit Campus through the access and platted easement areas immediately south of the Project between Davie Road and College Avenue, and (b) if requested by Landlord, additional wayfinding signage along such access easement area designed to limit vehicular access to the Campus by Subtenants and other permitted users of the Property when exiting the Project.
5. **Improvements.** To the extent permitted by applicable Law and the requirements of the Town, as part of the Project, Tenant shall, at Tenant's expense, make reasonable improvements to the access and platted easement areas immediately south of the Project between Davie Road and College Avenue. Reasonable improvements to the access and platted easement areas shall be agreed upon by Landlord and Tenant and shall not exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate.
6. **Replacement Access Easement.** The Agreement for Non-Exclusive Cross Access Easement dated June 21, 2022 is hereby terminated and deemed null and void. Contemporaneously with the execution of this Amendment, Landlord and Tenant shall enter into the Replacement Access Easement.
7. **Access Control.** The Project will be a gated residential community accessible to residents with a key card or other access device; however, the retail portions of the Project will be accessible to the public without the need for security devices. As part of the Revised Site Plan, Tenant shall use good faith efforts to modify the Approved Site Plan to provide for gated access in the location(s) and manner indicated on **Exhibit D-1** attached hereto. If the Town or any other applicable Governmental Authorities object to the gated access proposed on **Exhibit D-1** attached hereto, then, as part of the Revised Site Plan, Tenant shall use good faith efforts to modify the Approved Site Plan to provide for gated access in the location(s) and manner indicated on **Exhibit D-2** attached hereto. If Tenant obtains the Final Revised Site Plan Approval for the gated access proposed on **Exhibit D-1** or **Exhibit D-2** (as applicable), then, as part of the development of the Project, Tenant shall install such gated access in accordance with the Revised Site Plan. If, however, Tenant fails to obtain the Final Revised Site Plan Approval for the gated access proposed on **Exhibit D-1** or **Exhibit D-2** for any reason, access to the Project shall be provided in accordance with the Approved Site Plan.
8. **Traffic Control.** The Town has requested as a condition to the development process a certain dedication of a right of way along College Avenue. In the event the Landlord does not provide the dedication of the right of way, the Town has provided the Tenant with an alternative to satisfy the condition to development through an additional traffic signal on Davie Road. The Parties acknowledge that the traffic signal alternative may require modifications to the Approved Site Plan and agree to work together in good faith as needed to implement such alternative, at no financial expense to Landlord, in accordance with the terms of the Lease.

9. **Security.** Tenant shall coordinate its security protocols with Landlord’s security department, including, but not limited to, campus safety, project security, emergencies and background checks. At all times, Tenant shall have a designated person who will be the main contact in coordinating security with Landlord. Tenant and/or Tenant’s property manager shall perform (or cause a third party contractor to perform) background screening for each Subtenant of the Residential Buildings. Subject to any privacy and confidentiality requirements under applicable Law, Tenant shall make available to Landlord on a monthly basis the background screening records for any current Subtenants of the Residential Building. Landlord shall (a) not disclose such records to any third party (except as required by applicable Law and, in such event, Landlord shall provide Tenant with written notice of such requirement as far in advance of any such disclosure as is reasonably practicable, so that Tenant may seek an appropriate order or other remedy protecting the records from disclosure), and (b) use the same means Landlord uses to protect its own confidential information, but in any event not less than reasonable care, to protect the confidentiality of such records. All such records made available by Tenant to Landlord shall be (i) conspicuously labeled by Tenant as “Confidential and Exempt From Disclosure” and (ii) to the fullest extent permitted by Law, exempt from public disclosure laws existing as of the Effective Date, including, without limitation, Chapter 119, Florida Statutes. Landlord may, from time-to-time, request in writing modifications and/or additions to Tenant’s background screening practices, which modifications and/or additions Tenant shall take into consideration, but shall not be required to incorporate into Tenant’s background screening practices, unless required by Law, if Tenant has a reasonable basis to object to same or such modifications and/or additions cannot be performed by the third party contractor which performs Tenant’s background screening for the Project.
10. **Stormwater Inspection.** Tenant acknowledges and agrees that Landlord’s Building Official shall have the right to inspect the Stormwater Project during construction of the Stormwater Improvements in accordance with, Section 553.80(6), Florida Statutes.
11. **Notice Addresses.** The notice addresses for Landlord and Tenant as set forth in Section 25.2 of the Lease are hereby deleted and replaced with the following:

If to Landlord: District Board of Trustees of Broward College

 Attn: _____

with a copy to: District Board of Trustees of Broward College

 Attn: _____

and:

 Attn: _____

If to Tenant: c/o Adler 13th Floor Broward College, LLC
2850 Tigertail Ave, Suite 701
Miami, Florida 33133
Attention: Aaron Stolar

with a copy to: c/o Adler 13th Floor Broward College, LLC
3150 SW 38th Ave. Suite 530
Miami, Florida 33146
Attention: Jonathan Raiffe

12. **Authority.** Each person signing this Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Amendment.
13. **Counterparts; Electronic Signature.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all constituting only one agreement. Facsimile or electronic (i.e., PDF or DocuSign) copies of this Amendment shall be deemed to have the same force and effect as original hard copies of the same.
14. **Revised Site Plan.** The Parties acknowledge and agree that (a) Tenant has the right to seek and obtain Governmental Authorizations for the Project (including, without limitation, Demolition Permits and Building Permits) and/or Commence Construction of the Project, in each case based on the Approved Site Plan, and (b) processing the Revised Site Plan and seeking Final Revised Site Plan Approval is not a condition to the foregoing. The Parties further agree to work together in good faith as hereinabove provided to implement the agreements of the Parties under this Amendment and the Lease.
15. **No Further Amendments.** All remaining terms in the Lease remain the same.

END OF TEXT. SIGNATURES APPEAR ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Amendment on the date first written above.

FOR TENANT

13TH FLOOR ADLER BROWARD SOUTH, LLC,
a Florida limited liability company

By _____

Name _____

Title _____

FOR LANDLORD

THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA, a political
subdivision of the State of Florida

By _____

Name _____

Title _____

Exhibit A

Plaza Areas

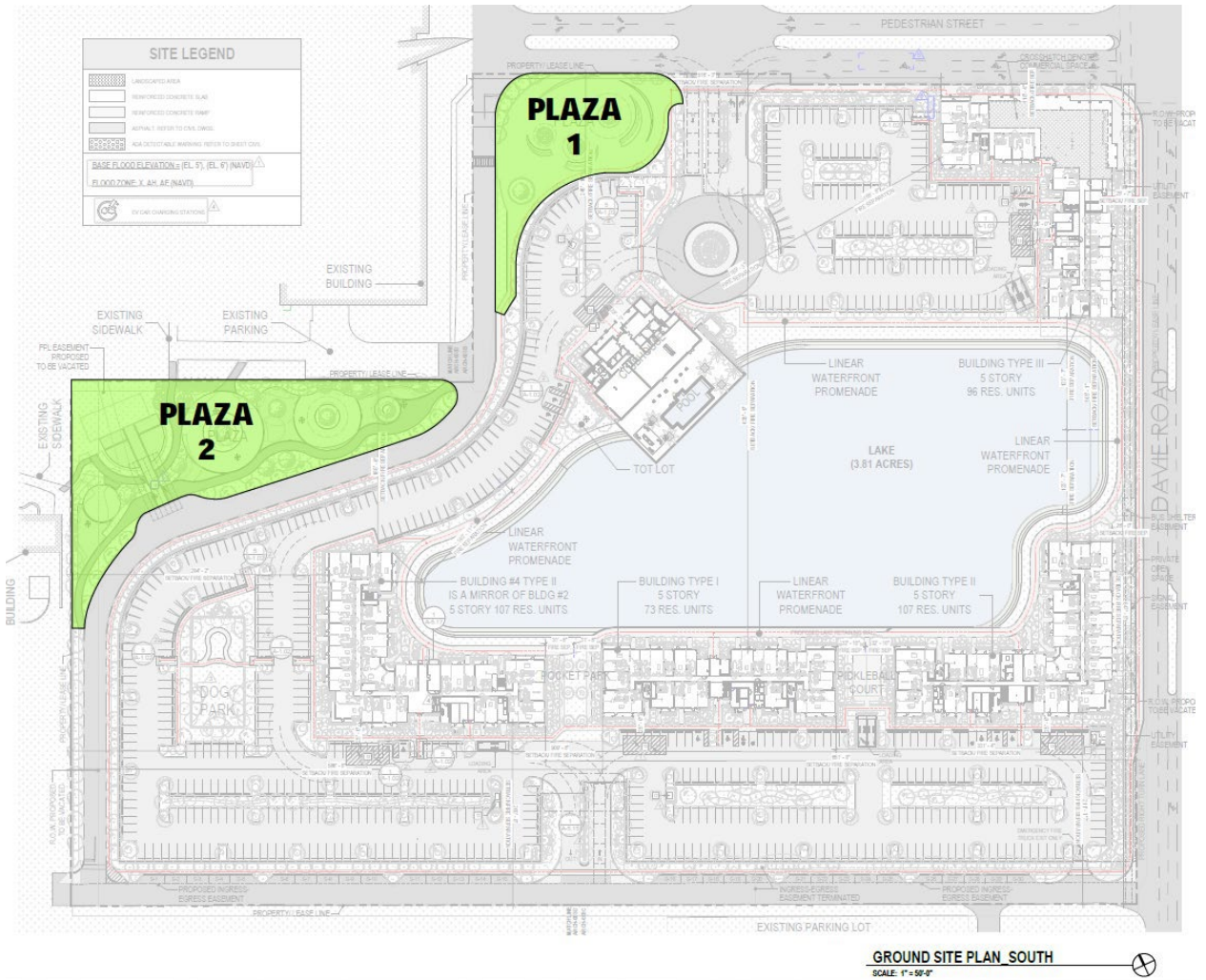


Exhibit B

Replacement Access Easement

[see attached]

This instrument prepared by and after recording return to:

Name: Nancy B. Lash, Esq.
Address: Greenberg Traurig, P.A.
333 2nd Avenue
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

AGREEMENT FOR NON-EXCLUSIVE ACCESS EASEMENT

THIS AGREEMENT FOR NON-EXCLUSIVE ACCESS EASEMENT (hereinafter referred to as "**Easement Agreement**") is made and entered into as of the _____ day of _____, 2024 by and between **13TH FLOOR ADLER BROWARD SOUTH, LLC**, a Florida limited liability company ("**TFA**") and **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** ("**College**").

WHEREAS, College is the fee title owner of a parcel of certain real property located in Broward County, Florida, which parcel is more particularly described on Exhibit "A" attached hereto (the "**Property**");

WHEREAS, College has leased the Property to TFA pursuant to a Ground Lease Agreement (South Phase) dated as of May 25, 2021, as amended by that certain First Amendment to Ground Lease Agreement (South Phase) dated as of December 15, 2022, by and between College, as landlord, and TFA, as tenant (as amended, modified or supplemented from time to time, the "**Lease**");

WHEREAS, TFA and College are desirous of creating a non-exclusive access easement over that certain roadway lying within College’s campus as more particularly described and depicted on Exhibit "B" attached hereto (the "**Campus Roadway**"), for ingress and egress of vehicular traffic between the Property and College Avenue, which easement shall burden the Property, as more particularly described in this Easement Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

1. **Recitations**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Grant of Easement.** College does hereby grant and convey to TFA, its successors, assigns, contractors, subtenants, licensees, invitees, agents and customers (together, the “**TFA Parties**”), a non-exclusive easement in, on, over and across the Campus Roadway for ingress and egress of vehicular traffic between the Property and College Avenue (the “**Easement**”). Notwithstanding the foregoing, College has the right to modify the Easement to temporarily close, temporarily restrict access to or from or otherwise modify the Campus Roadway; provided, however, that (a) such closures, restrictions or modifications shall not impede the intent or effect of the Easement; to wit, to provide access for vehicular traffic between the Property and College Avenue for the benefit of the TFA Parties and (b) during any periods in which the Campus Roadway is closed or access is restricted, College shall provide reasonably equivalent alternate access between the Property and Davie Road and College Avenue for the benefit of the TFA Parties. College has the right to close roadways lying on the Property, including the Campus Roadway, when the College closes campus due to emergencies that affect the life safety and security of students, faculty, and staff, provided such closures are temporary and limited to the period of time during which such emergencies exist. In the event of any such modification (excluding emergency circumstances noted in the preceding sentence), College shall record in the Public Records of Broward County, Florida, a written notice identifying all changes to the Easement (including, without limitation, depictions of any restrictions or modifications to the Campus Roadway) provided (i) such changes do not conflict with the terms of this Section 2 and (ii) a copy of such recorded notice is promptly delivered to TFA.

3. **Binding Effect.** The covenants contained in this Easement Agreement are not personal but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees, successors or assigns.

4. **Lease Terms.** Except as expressly provided herein, nothing herein shall, or is intended to, modify the terms of the Lease. The Lease is hereby amended to incorporate the terms herein.

5. **Duration.** This Easement Agreement, and the easement granted herein, shall run concurrently with the Lease Term and shall terminate upon the termination of the Lease, pursuant to the terms and conditions therein.

6. **Indemnity.** Each party, respectively, hereby indemnifies and holds harmless the other party, their respective successors and assigns, from and against any and all loss, cost, expense, damage, claim, cause of action or liability, including, but not limited to, proceedings, resulting from or in any way related to the permitted use of the Easement.

7. **Amendment.** This Easement Agreement may not be modified, amended, or terminated without the prior written approval of College and TFA or their respective successors or assigns.

8. **Notices/Approvals.** If a party desires to give notice or a request for approval regarding any matter herein, then such notice or request shall be in writing and addressed to the party at the address shown below. Such notice or request may be deposited in the United States mail, certified or registered, return receipt requested and postage prepaid or sent by Federal

Express or comparable overnight mail services, or via electronic mail delivery at the e-mail addresses shown below. Notice shall be deemed to have been given upon receipt or refusal of delivery of such notice. Either party may change their notice information upon not less than 10 days' advance written notice to the other party.

COLLEGE:

District Board of Trustees of Broward College
111 East Las Olas Blvd.
Fort Lauderdale, FL 33301
Attn: _____
Email: _____

With a copy to:

District Board of Trustees of Broward College
111 East Las Olas Blvd.
Fort Lauderdale, FL 33301
Attn: _____
Email: _____

TFA:

c/o Adler 13th Floor Broward College, LLC
2850 Tigertail Ave, Suite 701
Miami, Florida 33133
Attention: Aaron Stolear
Email: astolear@13fi.com

9. **Waiver.** No waiver of any of the provisions of this Easement Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

10. **Default.** The breach of a covenant by any party is a default by that party. No party shall be deemed to be in default under this Easement Agreement unless and until the alleged defaulting party shall have received written notice of default and shall have failed to cure the default within twenty (20) days after the receipt of such notice.

11. **Remedies.** If a party fails to cure its default within the time period described herein (after receiving notice as required herein), the non-defaulting party shall have all rights and remedies available at law and/or in equity. Under no circumstances may the easements granted herein be terminated by any party without the prior written consent of the other, even in the event of a default hereunder.

12. **Attorney's Fees and Costs.** In connection with any litigation arising out of this Easement Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.

13. **Governing Law.** This Easement Agreement shall be governed and construed in accordance with the laws of the State of Florida.

14. **Interpretation.** This Easement Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Easement Agreement to be drafted.

15. **No Public Dedication.** The foregoing provisions are not intended, nor shall they be construed as creating any rights in and for the benefit of the general public. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

16. **Captions.** The captions and paragraph headings contained in this Easement Agreement are for reference and convenience only and in no way define, describe, extend, or limit the scope or intent of this Easement Agreement, nor the intent of the provisions hereto.

17. **Counterparts.** This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement Agreement.

END OF TEXT. SIGNATURES APPEAR ON FOLLOWING PAGES.

TFA:

Signed Sealed and delivered
in the presence of:

13TH FLOOR ADLER BROWARD SOUTH, LLC,
a Florida limited liability company

Witness
Print name: _____
Address: _____

By: _____
Name: _____
Title: _____

Witness
Print name: _____
Address: _____

State of Florida)
) SS:
County of Miami-Dade)

I HERBY CERTIFY that on this day, before me, an office duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by means of [] physical presence or [] online notarization, _____, as _____ of 13TH FLOOR ADLER BROWARD SOUTH, LLC, a Florida limited liability company, freely and voluntarily under authority invested in him/her by said company. S/He 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 _____, 2024.

Notary Public

Typed, printed or stamped name of Notary Public

My commission expires:

EXHIBIT "A"
PROPERTY

A PARCEL OF LAND BEING A PORTION TRACTS 8 AND 9, TIER 31 AND TRACTS 8 AND 9, TIER 33, AND A PORTION OF THAT CERTAIN 30-FOOT-WIDE RIGHT-OF-WAY LYING BETWEEN SAID TIERS 33 AND 35, NEWMAN'S SUBDIVISIONS ONE AND TWO, RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACTS 25 AND 68, SECTION 26, A PORTION OF TRACTS 8 AND 65, SECTION 27, AND A PORTION OF THAT CERTAIN 20 FOOT WIDE RIGHT OF WAY LYING 10 FEET NORTH AND 10 FEET SOUTH OF NORTH LINE OF SAID SECTIONS 26 AND 27, EVERGLADE LAND SALES CO. SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID PARCEL SITUATE, LYING AND BEING WITHIN SECTIONS 22, 23, 26 AND 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE N. 87°50'17" E., (BEARINGS BASED ON THE STONER/KEITH RE-SURVEY NO. II, RECORDED IN MISCELLANEOUS PLAT BOOK 5, PAGE 9, OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 23, A DISTANCE OF 149.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAVIE ROAD (AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP S-818-A, SECTION 86540-2601, SHEETS 1 THROUGH 6, LAST REVISED OCTOBER 26, 1977, RECORDED IN SAID MISCELLANEOUS MAP BOOK 6, PAGE 23, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE N.02°09'43"W., A DISTANCE OF 25.00 FEET;

THENCE N.87°50'17"E., A DISTANCE OF 24.31 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 73°05'57" AND A RADIUS OF 15.00 FEET FOR AN ARC DISTANCE OF 19.14 FEET TO A POINT OF TANGENCY;

THENCE N.14°44'20"E., A DISTANCE OF 566.91 FEET;

THENCE N.75°15'40"W., A DISTANCE OF 14.00 FEET;

THENCE N.14°44'20"E., A DISTANCE OF 52.86 FEET, (THE PREVIOUS SIX (6) COURSES BEING COINCIDENT WITH THE SAID WEST RIGHT-OF-WAY LINE);

THENCE N.75°11'10"W., A DISTANCE OF 365.90 FEET;

THENCE N.14°51'51"E., A DISTANCE OF 12.02 FEET;

THENCE N.75°08'15"W., A DISTANCE OF 350.96 FEET;

THENCE S.14°44'20"W., A DISTANCE OF 340.36 FEET;

THENCE N.75°01'31"W., A DISTANCE OF 443.54 FEET;

THENCE S.14°53'32"W., A DISTANCE OF 580.10 FEET;

THENCE S.75°15'45"E., A DISTANCE OF 1175.92 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF DAVIE ROAD;

THENCE N.14°44'20"E., A DISTANCE OF 201.96 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 106°54'03" AND A RADIUS OF 15.00 FEET FOR AN ARC DISTANCE OF 27.99 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.02°09'43"W., A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, (THE PREVIOUS THREE (3) COURSES BEING COINCIDENT WITH THE SAID WEST RIGHT-OF-WAY LINE OF DAVIE ROAD).

EXHIBIT "B"
LEGAL DESCRIPTION AND DEPICTION OF CAMPUS ROADWAY

**LEGAL DESCRIPTION OF:
 CROSS ACCESS EASEMENT COLLEGE AVENUE TO DAVIS SOUTH PLAT
 BROWARD COLLEGE CENTRAL CAMPUS
 TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A CROSS-ACCESS EASEMENT BEING A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 41 EAST, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 41 EAST;

THENCE ON A GRID BEARING OF S.88°06'31"W., ALONG THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 687.83 FEET;

THENCE N.75°15'45"W., A DISTANCE OF 347.39 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUE N.75°15'45"W., A DISTANCE OF 125.15 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 35°18'10" AND A RADIUS OF 15.00 FEET FOR AN ARC DISTANCE OF 9.24 FEET, TO A POINT OF TANGENCY;

THENCE N.39°57'35"W., A DISTANCE OF 13.22 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°18'10" AND A RADIUS OF 20.00 FEET FOR AN ARC DISTANCE OF 12.32 FEET, TO A POINT OF TANGENCY;

THENCE N.75°15'45"W., A DISTANCE OF 333.36 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°08'15" AND A RADIUS OF 322.62 FEET FOR AN ARC DISTANCE OF 169.51 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 79°38'51" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 69.51 FEET, A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 49°32'36" AND A RADIUS OF 81.33 FEET FOR AN ARC DISTANCE OF 70.33 FEET, TO A POINT OF TANGENCY;

THENCE N.75°15'45"W., A DISTANCE OF 321.58 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 53°29'08" AND A RADIUS OF 45.00 FEET FOR AN ARC DISTANCE OF 42.01 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, SAID POINT ALSO BEING A POINT ON A LINE 35.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF TRACT 9, TIER 37, NEWMAN'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

LEGAL DESCRIPTION: (CONTINUED)

THENCE N.14°45'32"E., ALONG SAID PARALLEL LINE A DISTANCE OF 62.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.71°29'53"W.;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 56°45'38" AND A RADIUS OF 45.00 FEET FOR AN ARC DISTANCE OF 44.58 FEET, TO A POINT OF TANGENCY;

THENCE S.75°15'45"E., A DISTANCE OF 320.09 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 50°19'12" AND A RADIUS OF 57.33 FEET FOR AN ARC DISTANCE OF 50.35 FEET, TO A POINT OF TANGENCY;

THENCE N.54°25'03"E., A DISTANCE OF 73.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.56°46'04"W.;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 42°01'49" AND A RADIUS OF 292.62 FEET FOR AN ARC DISTANCE OF 214.66 FEET, TO A POINT OF TANGENCY;

THENCE S.75°15'45"E., A DISTANCE OF 332.52 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 35°18'10" AND A RADIUS OF 20.00 FEET FOR AN ARC DISTANCE OF 12.32 FEET, TO A POINT OF TANGENCY;

THENCE S.39°57'35"E., A DISTANCE OF 22.01 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°18'10" AND A RADIUS OF 20.00 FEET FOR AN ARC DISTANCE OF 12.32 FEET, TO A POINT OF TANGENCY;

THENCE S.75°15'45"E., A DISTANCE OF 115.99 FEET;

THENCE S.14°53'32"W., A DISTANCE OF 24.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.748 ACRES (32,572 SQUARE FEET), MORE OR LESS.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SIGNATURE: 8.6.2024

JAMES D. STONER

REVISIONS	DATE	BY
MINOR REVISIONS	8/9/24	JDS

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 — STATE OF FLORIDA

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DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
8/5/24	DRL	JDS	N/A

SEAL

SHEET 1 OF 3

SKETCH NO. 20-9106_CROSS-ACC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.75°15'45"W.	125.15'
L2	N.39°57'35"W.	13.22'
L3	N.75°15'45"W.	333.36'
L4	N.75°15'45"W.	321.58'
L5	N.14°45'32"E.	62.56'
L6	S.75°15'45"E.	320.09'
L7	N.54°25'03"E.	73.27'
L8	S.75°15'45"E.	332.52'
L9	S.39°57'35"E.	22.01'
L10	S.75°15'45"E.	115.99'
L11	S.14°53'32"W.	24.00'

RADIAL LINE TABLE		
LINE	BEARING	
RAD-1	S.71°29'53"W.	(RADIAL)
RAD-2	S.56°46'04"W.	(RADIAL)

CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C1	35°18'10"	15.00'	9.24'
C2	35°18'10"	20.00'	12.32'
C3	30°06'15"	322.62'	169.51'
C4	79°38'51"	50.00'	69.51'
C5	49°32'36"	81.33'	70.33'
C6	53°29'08"	45.00'	42.01'
C7	56°45'38"	45.00'	44.58'
C8	50°19'12"	57.33'	50.35'
C9	42°01'49"	292.62'	214.66'
C10	35°18'10"	20.00'	12.32'
C11	35°18'10"	20.00'	12.32'

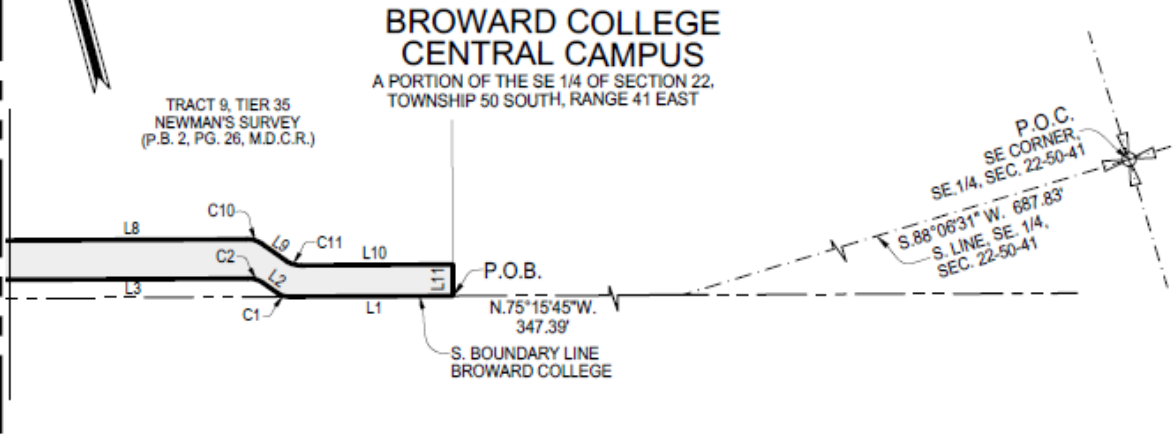
SHEET 2 OF 3

SKETCH NO.
20-9108_CROSS-ACC.

**SKETCH OF DESCRIPTION
CROSS ACCESS EASEMENT COLLEGE AVENUE TO DAVIS SOUTH PLAT
BROWARD COLLEGE CENTRAL CAMPUS
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**



MATCH LINE (SEE BELOW RIGHT)



**BROWARD COLLEGE
CENTRAL CAMPUS**

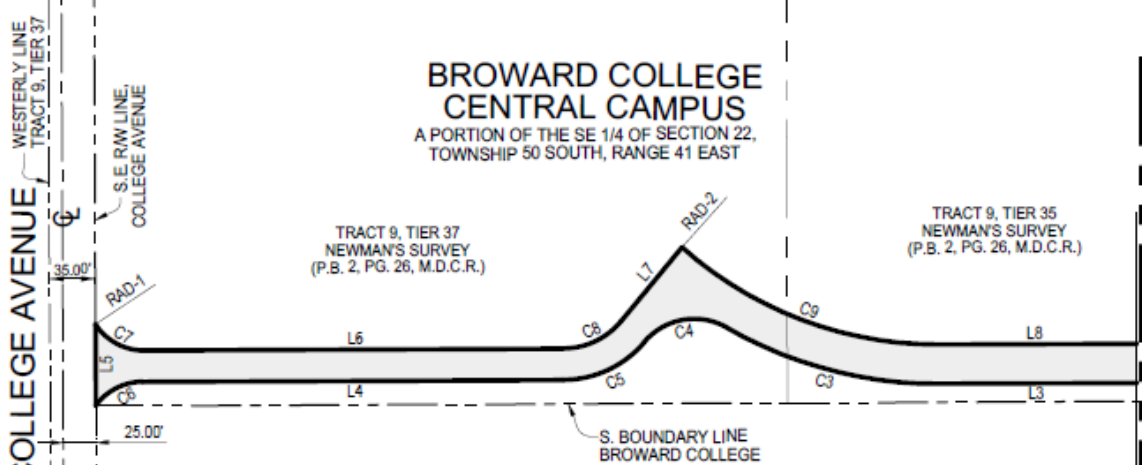
A PORTION OF THE SE 1/4 OF SECTION 22,
TOWNSHIP 50 SOUTH, RANGE 41 EAST

TRACT 9, TIER 35
NEWMAN'S SURVEY
(P.B. 2, PG. 26, M.D.C.R.)

P.O.C.
SE CORNER
SE. 1/4, SEC. 22-50-41
S.88°08'31\"/>

P.O.B.
N.75°15'45\"/>

COLLEGE AVENUE



**BROWARD COLLEGE
CENTRAL CAMPUS**

A PORTION OF THE SE 1/4 OF SECTION 22,
TOWNSHIP 50 SOUTH, RANGE 41 EAST

TRACT 9, TIER 37
NEWMAN'S SURVEY
(P.B. 2, PG. 26, M.D.C.R.)

TRACT 9, TIER 35
NEWMAN'S SURVEY
(P.B. 2, PG. 26, M.D.C.R.)

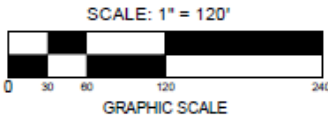
MATCH LINE (SEE ABOVE LEFT)

LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- PLS PROFESSIONAL LAND SURVEYOR
- LB. LICENSED BUSINESS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- SEC. SECTION
- |— BREAK IN LINE SCALE

LEGEND:

- C1. CURVE NUMBER
- L1. LINE NUMBER
- RAD-1. RADIAL LINE NUMBER
- @ CENTERLINE



NOTE:
SEE SHEET 1 OF 3 FOR THE
LEGAL DESCRIPTION OF
THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 3 OF 3

SKETCH NO.
20-9108_CROSS-ACC.

Exhibit C

Schedule of Deadline Extensions

<i>Obligation</i>	<i>Revised Deadline</i>
Entitlement Deadline	30 days after the Town accepts in writing the ROW Dedication or Traffic Light Alternative
Longstop Commencement Date	December 31, 2025
Landlord's Vacation of Property	21 days after approval of the following documents by Tenant and Landlord's Board of Trustees (as applicable): (1) this Amendment, and (2) the Replacement Access Agreement

Exhibit D-1

Proposed Gated Access: Alternative 1

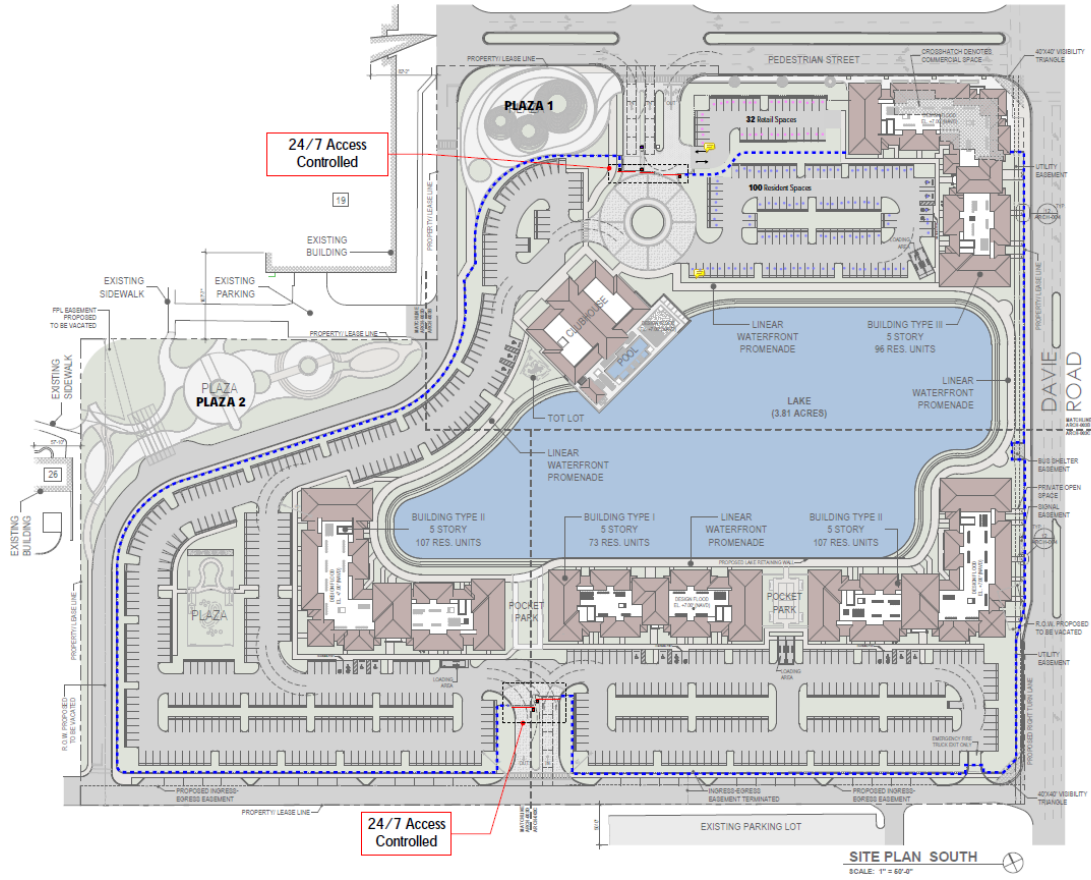


Exhibit D-1

Proposed Gated Access: Alternative 2

