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CROSS-PARKING AND EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PLANTATION PROMENADE, LTD., a Florida limited partnership (hereinafter, the "Owner"), is the owner of the parcel of land legally described on Exhibit "A" hereto (hereinafter the "Shopping Center"); and

WHEREAS, the Shopping Center is being developed in phases, and out-parcels may be sold to third party purchasers; and,

WHEREAS, it is to the mutual advantage of the present and future owners and tenants of the improvements ultimately located on all of the Shopping Center land that all of the owners and tenants of all of the other portions of such Shopping Center be able to utilize all of the parking areas, pedestrian ways and utility easements located thereon;

NOW, THEREFORE, in consideration of the above and foregoing, the Owner for itself, its successors and assigns, reserves for itself and gives and grants to the future owners, to the present tenants and future tenants of all or any portion of the Shopping Center, and to all of their respective customers, employees, agents, invitees, successors and assigns, a non-exclusive easement and right to utilize the walkways and driveways on the Shopping Center and to park motor vehicles on those portions of the Shopping Center which are from time to time in existence as parking areas. This non-exclusive easement shall run as a covenant with the land and includes the right of pedestrian and vehicular ingress and egress to said parking areas from public streets over and across those portions of the Shopping Center which are not from time to time improved with buildings and which are intended for use as driveways, pedestrian ways and parking areas.

Nothing herein contained shall be construed as a dedication of the easement areas to the general public.

All of the rights given herein are subject to any road or other dedicated rights of way and all restrictions and easements of record.

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1111 Lincoln Road Mall - Suite 600  
Miami Bch. Fl 33139

THOMAS, BAILEY & MEYER, WELLS

This agreement may be altered, amended or terminated by a written document executed by all of the then fee simple title holders of all portions of the Shopping Center and by the then record holders of any first mortgage(s) then encumbering any of said lands and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Cross-Parking and Easement Agreement this 19 day of Nov., 1987.

Signed, sealed and delivered in the presence of:

Elaine Silverstein  
Gerald M. Higier

PLANTATION PROMENADE, LTD., a Florida limited partnership

By: Gerald M. Higier  
Gerald M. Higier, General Partner

STATE OF FLORIDA )  
COUNTY OF DADE ) .SS:

The foregoing instrument was acknowledged before me by GERALD M. HIGIER, as General Partner of Plantation Promenade, Ltd, a Florida limited partnership, by, and on behalf of such partnership, this 19 day of November, 1987.

Elaine Silverstein  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 24, 1988

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**EXHIBIT "A"**

Jacaranda Parcel 276, according to the Plat thereof as recorded in Plat Book 127 at Page 37 of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**L. A. HESTER**  
COUNTY ADMINISTRATOR

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