

Will Call. Commonwealth Land Title
INSURANCE CO. 2244
GENE BROWN - 751401

PREPARED BY AND RETURN TO:

Mark E. Miller, Esq.
of **RUDNICK & WOLFE**
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94-596534 T#003
12-13-94 03:34PM

RECIPROCAL EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT

This Reciprocal Easement, Construction and Maintenance Agreement (the "Agreement") is executed as of the 12th day of December, 1994, by and between HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot") and SEAMAN OAKLAND PARK REALTY CORP., a Delaware corporation and JILL PLANCHER, as Custodian for Brian Kyle Plancher, under the Florida Uniform Transfer to Minors Act; KEVIN PLANCHER, as Custodian for Jamie Erin Plancher, under the Florida Uniform Transfer to Minors Act; LEWIS STEIN, as Custodian for James David Seaman under the Florida Uniform Transfer to Minors Act; and JULIE SEAMAN, as Custodian for Alexandra Chloe Seaman under the Florida Uniform Transfer to Minors Act, as tenants in common (collectively, "Seaman"), each party's respective addresses being as set forth in paragraph 17 herein.

RECITALS:

WHEREAS, Home Depot is the owner of certain real property located in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto (the "Home Depot Property").

WHEREAS, Seaman is the owner of certain real property located in Broward County, Florida, as more particularly described on Exhibit "B" attached hereto (the "Seaman Property").

WHEREAS, the Home Depot Property and the Seaman Property (together, the "Properties") are adjacent and contiguous and are, in part, bounded by State Road 816 (a/k/a West Oakland Park Boulevard) and Central & Southern Florida Flood Control District Canal C-13 (the "Canal"), said Seaman Property, a portion of the Home Depot Property, the Canal and a segment of S.R. 816 being more particularly shown on Exhibit "C" attached hereto.

WHEREAS, Home Depot and Seaman (together, the "Owners") intend to grant certain easements for a joint curb cut and joint driveway for access to and from each of their respective Properties from and to S.R. 816 and also intend to establish an easement area for their respective installation, use, maintenance and repair of utility lines for fire and domestic water, all as more fully set forth hereinafter.

WHEREAS, this Agreement is additionally intended to provide for the construction, use and maintenance of certain improvements, respectively, on each of the Properties that will promote the general welfare of the respective Owners by providing access to the Properties.

WHEREAS, the Owners intend that the easements established by this Agreement shall run with the lands and shall be binding upon and inure to the benefit of the Owners of the Properties and their respective successors and assigns.

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

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1. **Incorporation.** The Owners acknowledge and agree that the foregoing recitals and all exhibits attached hereto are true and correct and are hereby incorporated into this Agreement by this reference.

2. **Grant of Ingress and Egress Easement.** The Owners hereby establish, create and reserve for themselves and their successors, assigns, tenants, invitees, customers, agents, employees, licensees and guests, and grant to the other and its successors, assigns, tenants, invitees, customers, agents, employees, licensees and guests, a perpetual, non-exclusive access easement for the purposes of ingress, egress, passage and access by pedestrian and vehicular traffic upon, across and through the following portions of each of the Properties designated as follows:

(a) the fifty (50) foot access easement (extending from the curb cut at S.R. 816) located within the boundaries of the Home Depot Property, adjoining the western boundary of the Seaman Property with the access points into and out of the Seaman Property as depicted on Exhibit "C" (the "Fixed Access Easement"), and

(b) the driveways and pedestrian pathways as may exist on the Properties from time to time, subject to alterations as described below (the "General Access Easement");

Nothing herein shall restrict either Owner from altering any portion of the General Access Easement area located upon the Property to which it holds title or any portion thereof or from constructing islands, medians and such other curbs or buffers as are necessary to direct traffic in a safe and orderly pattern, such that the General Easement shall be defined and redefined from time to time by each Owner with respect to its own Property, PROVIDED THAT, neither Owner shall be permitted to construct any improvements upon their respective Properties that, in combination with other improvements, would unreasonably restrict access between the Properties so as to be in conflict with the general intent of this Agreement. For purposes of this paragraph, the term "improvements" shall mean and include any structure upon either of the Properties which, by example only and without limitation, shall include buildings, dumpsters, islands, medians, buffers, curbing and utility pads.

3. **Grant of Water Utility Easement.** The Owners hereby establish, create and grant to each other and the other's successors, assigns and tenants, a perpetual, non-exclusive easement for access to water utility lines for fire and domestic water to be located within a twenty (20) foot easement area (ten (10) feet on either side of the common boundary line between the Seaman Property and Home Depot Property along their western and eastern boundary lines, respectively), herein referred to as the "Water Line Easement", for purposes of installing and tapping into said lines and maintaining, repairing and reinstalling said lines from time to time. Home Depot shall at its sole expense install the main water line(s) for fire and domestic water (the "Water Line") running entirely within the Home Depot Property within the Water Line Easement area, of a sufficient size to accommodate the anticipated water, fire and domestic needs of both Properties. Each Owner shall at its own expense tap into said lines for its respective use.

4. **Construction Obligations.**

(a) Home Depot shall construct on the Home Depot Property, a curb cut and entry driveway all within the boundaries of the Home Depot Property, and shall also construct a deceleration lane along the northern boundary of S.R. 816, all in the location and as more particularly described on Exhibit "C" hereto and all for purposes of vehicular and pedestrian ingress and egress to and from S.R. 816 from and to the Properties. Together, the curb cut and the deceleration lane are referred to herein as the "Access Improvements".

(b) Home Depot, at its sole expense, shall construct a ten (10) foot wall with landscaping in accordance with the approved landscaped plan (Sheet L-1 prepared by Home Depot's architect dated 4/29/94 as last revised 8/26/94), along the full length of that portion of the Canal located within Tract "C" of Jeffrey's Plat recorded at Plat book

157, Page 6 of the Public Records of Broward County, Florida, which wall, berm and landscaping shall comply with and conform to all requirements of all governmental authorities having jurisdiction over the construction of such wall, berm and landscaping, including, but not limited to, that Resolution of the City of Oakland Park, Number 94-030.

Construction of the improvements described in paragraphs 4(a) and 4(b) above shall commence no later than January 15, 1995 ("Commencement Date") and shall be completed no later than February 1, 1995 ("Completion Date").

5. **Failure to Comply with Construction Obligations.** Should Home Depot fail to timely commence construction of or complete the improvements described in paragraph 4 hereof (the Access Improvements, Canal Barrier and Water Line), on or prior to the Commencement Date or Completion Date, respectively, then upon fifteen (15) days written notice to Home Depot and Home Depot's failure to commence or complete, as applicable within said fifteen (15) day period, Seaman may enter upon the Properties, commence and complete such improvements and advance all sums required to do so.

6. **Payment and Interest on Reimbursements.** Upon completion of the Access Improvements, the party constructing same shall submit to the other party evidence of the out-of-pocket cost of constructing same and paid invoices and lien waivers as appropriate and the other party shall reimburse the submitting party for fifty percent (50%) of such costs within fifteen (15) days thereafter. In the event Seaman shall construct any of the other improvements described in paragraph 4, pursuant to paragraph 5, Seaman shall submit to Home Depot the out-of-pocket cost of constructing same and paid invoices and lien waivers as appropriate and Home Depot shall reimburse Seaman for one hundred percent (100%) of such costs within fifteen (15) days thereafter. In the event that, pursuant to the terms of this Agreement, one party to this Agreement is obligated to reimburse the other party to this Agreement for any amounts expended by such other party, but such party fails to reimburse the other within the time period set forth in this Agreement, the amount of such reimbursement shall bear interest from the date of the request for reimbursement at a rate of interest, per annum, equal to the lesser of (i) the maximum, non-usurious interest rate which may be charged on the amount due under the laws of the State of Florida or (ii) fourteen percent (14%) per annum. Furthermore, after the allotted time for payment has lapsed, the party owed money from the other for reimbursement of the sums described hereunder may place a lien upon the Property of the other in the amount of such required reimbursement plus the applicable interest thereon and following twenty (20) days after written notice of the filing of such lien to the non-paying party and the continued failure of the other party to pay off said lien, the party having filed said lien shall be entitled to foreclose upon and enforce said lien in accordance with Florida law or seek other remedies in connection with collection of the sums owed.

7. **Limitation of Easement.** Nothing herein shall be deemed to grant easements for cross parking between the Properties and each Owner shall be responsible for providing sufficient parking upon their respective Properties, in accordance with applicable zoning ordinances and laws, to facilitate the improvements each constructs upon their respective Properties. Additionally, each Property shall provide for no less than four (4) parking spaces on the Property per square foot of gross leaseable building area, provided that in the event any portion of a Property is taken by condemnation, eminent domain or similar proceedings, and parking is lost as a result thereof, this covenant shall not be deemed violated and the above parking ratio shall be reduced to the ratio resulting after the taking. Further, nothing herein shall be deemed to create a partnership or joint venture between the parties or render either party liable for the obligations of the other, except as specifically set forth herein. Further, nothing contained in this Agreement shall be deemed to be a gift or dedication of any part of either of the Properties to the general public or for any public use or purpose whatsoever.

8. **Maintenance.** Home Depot and Seaman hereby covenant to maintain that portion of the various easement areas and the improvements constructed therein lying within their respective Properties in good condition, repair and working order and clear and free of rubbish and other hazards to persons using the easement areas. Without limiting the foregoing, Home Depot shall be fully responsible for maintaining the Access Improvements (except such portion as is within the S.R. 816 right of way to the extent same is due to be maintained by the State of Florida or local governmental authority) as well as the Water Line and Canal Barrier lying

within the Home Depot Property. Such maintenance will include, without limitation, as applicable:

- (a) maintenance of the subsurface and surface of the easement areas and associated curbs, including replacement and resurfacing and striping thereof on a periodic basis but no more often than every ten (10) years for resurfacing unless resurfacing is reasonably deemed necessary;
- (b) repairing and replacing as necessary the Water Line and Canal Barrier;
- (c) removal of all papers, debris and refuse from the easement areas;
- (d) maintenance of lights and appropriate entrance, exit and directional markers and stop signs applicable to or servicing the easement areas;
- (e) payment of all real estate taxes, assessments, and other charges which may be levied, assessed or charged against each of the Properties or any part of same, including, without limitation, the Fixed Access Easement area.

Any party failing to adequately maintain the easement area and easement improvements within its own Property may be notified of such failure in writing by the other party and if not cured within forty-five (45) days of said notice, the other party may cure same and thereafter seek and obtain reimbursement of one hundred percent (100%) of the out of pocket costs incurred in undertaking such maintenance on behalf of the defaulting party within fifteen (15) days after request therefor.

9. Easements Running with the Land. Each and all of the easements granted herein will constitute covenants running with the land; will bind every person having any fee, leasehold, or other interests in any portion of the Properties at anytime or from time to time to the extent such portion is affected or bound hereby; and will inure to the benefit of the parties and their respective successors and assigns as to their respective Properties.

10. Restricted Uses. No portion of the Properties shall be leased, used or occupied for:

- (a) A business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards;
- (b) An adult bookstore or establishment, selling, exhibiting or distributing pornographic or obscene materials, massage parlor, so-called "head shop," unsupervised amusement arcade or game room, body and fender shop, car wash or off-track betting parlor;
- (c) Any operation primarily used as a warehouse operation (other than incidental to a retail operation) and any assembling, manufacturing (other than incidental to a retail operation), distilling, refining, smelting, agricultural, processing or rendering, or mining operation;
- (d) Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
- (e) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
- (f) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

- (g) Any central laundry, dry cleaning plant or laundromat;
- (h) Any outdoor automobile, truck, trailer or recreational vehicles sales, leasing, display or repair;
- (i) Any living quarters, sleeping apartments or lodging rooms;
- (j) Any veterinary hospital or animal raising facility (except that this prohibition shall not prohibit pet shops);
- (k) Any mortuary or funeral home;
- (l) Any flea market, amusement or video arcade, pool or billiard hall, car wash, auditorium, meeting hall or like place of public assembly, sporting events or other sports facility (other than sale of sporting goods and related promotions in connection with a retail operation) or dance hall;
- (m) Any church or training or educational facility, including, but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees other than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an Owner or its tenant incidental to the conduct of its business at the Properties;
- (n) A discotheque, bar, restaurant, or fast food operation incorporating coin-operated amusements or showing movies to its customers other than as an incidental or immaterial part of its business; or
- (o) For general offices, except to the extent such offices are incidental to a retail use, and such restriction on general offices shall not prohibit office uses that service walk-in business (e.g., insurance sales offices, medical offices).

11. **Indemnification.** Each Owner (the "Indemnitor") shall indemnify and hold harmless the other and its officers and directors, as applicable (the "Indemnitee") from and against all claims, judgments, loss or damage arising from the exercise of any rights granted herein with respect to the Indemnitor's Property or the use of any easement area granted in this Agreement and located within the Indemnitor's Property, unless the claim, loss or judgment, including without limitation property damage and personal injury, results from or is caused by the negligence or willful act of the Indemnitee. Each party will procure public liability insurance with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) annual aggregate, and such property damage insurance as required to adequately protect the improvements on each of the respective Properties. In each Owner's policy of public liability insurance the other party shall be named as an additional insured. Each such policy shall also contain a waiver of subrogation in favor of such additional insured. Notwithstanding the foregoing, any Owner or party responsible to maintain such insurance (hereinafter called the "insuring party") may "self insure," or provide for a deductible under the insurance policies and coverage required hereunder with respect to the Parcel of the "insuring party," to the extent such "insuring party's" net worth during said period of self-insurance exceeds One Hundred Million Dollars (\$100,000,000) in its last annual or fiscal year as certified by an independent certified public accountant and computed in accordance with generally accepted accounting principles consistently applied. Notwithstanding anything herein to the contrary, Seaman shall have the right to maintain a deductible for such insurance, which deductible shall not exceed Fifty Thousand Dollars (\$50,000). Such insurance may be carried under a "blanket" policy or policies covering other properties. Such insurance may be carried under a "blanket" policy or policies covering other properties of the "insuring party" and its subsidiaries, controlling or affiliated corporations. Each Owner shall, upon written request from an Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section, or evidence of a self-insurance capacity as hereinabove provided, as the case may be.

12. **Breach and Remedies.** In the event of a violation or breach of any of the provisions contained in this Agreement, the parties hereto and their respective successors and assigns shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in any action in connection with this Agreement shall be entitled to the award of its court costs and reasonable attorneys' fees at the trial level, appellate level and in any bankruptcy proceedings.

13. **Interpretation.** "Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used. The definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed in any way to limit or define the contents or intent of the provisions hereof. If any provision of this Agreement or any section, paragraph, sentence, clause, phrase, word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein. This Agreement may not be modified or amended in any manner, except by a written instrument executed by both Owners and all mortgagees, if any, holding a mortgage on either of the Properties or any portion thereof.

14. **Jury Trial Waiver.** NO PARTY HERETO, NOR ANY ASSIGNEE OR SUCCESSOR OF ANY SUCH PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE DOCUMENTS, OR INSTRUMENTS CONNECTED HEREWITH OR THEREWITH, ANY RELATED INSTRUMENT OR AGREEMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PARTIES OR ENTITIES, OR ANY OF THEM. NO PARTY HERETO NOR ANY SUCH OTHER PARTY OR ENTITY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES TO THE TRANSACTIONS REPRESENTED OR CONTEMPLATED HEREBY, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

15. **Entire Agreement.** This Agreement, together with the Exhibits referenced herein and thereby made a part hereof, constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed.

16. **Changes to Plat.** Home Depot agrees to join and execute any modification of Jeffrey's Plat as recorded in Plat Book 157, Page 6 of the Public Records of Broward County, Florida, provided such modifications do not adversely affect Tract "C" of said Plat.

17. **Notices.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally with a receipt requested therefor or sent by a recognized overnight courier service or by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing with such an overnight courier service; or (c) two (2) business days after deposit in the mails if mailed as aforesaid. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seaman:

SEAMAN OAKLAND PARK REALTY CORP.
11540 Highway 92, East
Seffner, FL 33584
Attention: Jeffrey H. Finkel,
Sr. Vice President

with a copy to:

RUDNICK & WOLFE
101 East Kennedy Boulevard
Suite 2000
Tampa, Florida 33602
Attention: Mark E. Miller

If to Home Depot:

HOME DEPOT, U.S.A., INC.
3030 North Rocky Point Drive West
Tampa, Florida 33609-5903
Attention: Ken Stephens, Real Estate Manager

with a copy to:

HOME DEPOT, U.S.A., INC.
2727 Paces Ferry Road
Atlanta, Georgia 30339-4053
Attention: Kenneth E. Bay, Esq.,
Corporate Counsel

18. Counterpart Execution. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

WITNESSES:

"HOME DEPOT"

HOME DEPOT U.S.A., INC.,
a Delaware corporation

Maryann Toub
Printed Name: Maryann Toub

By: Kenneth E. Bay
Name: Kenneth E. Bay
Title: Corporate Counsel

Elizabeth Swails
Printed Name: Elizabeth Swails

"SEAMAN"

SEAMAN OAKLAND PARK
REALTY CORP., a Delaware
corporation

Rebecca J. Gleason
Printed Name: Rebecca J. Gleason

By: Jeffrey H. Finkel
Name: Jeffrey H. Finkel
Title: Senior Vice President

Christine M. Joth
Printed Name: CHRISTINE M. JOTH

- AND -

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 8th day of December 1994, by Jeffrey H. Finkel, as Senior Vice President of Seaman Oakland Park Realty Corp., a Delaware corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.



MARK E. MILLER
MY COMMISSION # CC 222250 EXPIRES
September 27, 1996
BONDED THRU TROY FARM INSURANCE, INC.

[Handwritten Signature]

Printed Name: MARK E. MILLER
NOTARY PUBLIC
State of Florida at Large

(Notarial Seal)

My Commission Expires: _____

STATE OF Connecticut)
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 2nd day of November, ^{December} 1994, by Jill Plancher, as Custodian for Brian Kyle Plancher, under the Florida Uniform Transfer to Minors Act. She is personally known to me or has produced _____ as identification.

Dianne L. Edner
Printed Name: DIANNE L. EDNER
NOTARY PUBLIC
STATE OF Connecticut AT LARGE

My Commission Expires: _____
DIANNE L. EDNER
Commission Expires April 2, 1996

STATE OF Connecticut)
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 2nd day of November, ^{December} 1994, by Kevin Plancher, as Custodian for Jamie Erin Plancher, under the Florida Uniform Transfer to Minors Act. He is personally known to me or has produced _____ as identification.

Dianne L. Edner
Printed Name: DIANNE L. EDNER
NOTARY PUBLIC
STATE OF Connecticut AT LARGE

My Commission Expires: _____
DIANNE L. EDNER
Commission Expires April 2, 1996

RR 2932 PG 0051

STATE OF New York
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 6 day of November, 1994, by Lewis Stein, as Custodian for ~~James David~~ ^{James David} Seaman, under the Florida Uniform Transfer to Minors Act. He is personally known to me or has produced _____ as identification.

Marvin R. Levine
Printed Name: _____
NOTARY PUBLIC
STATE OF New York AT LARGE

My Commission Expires:

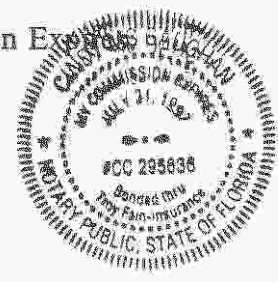
MARVIN R. LEVINE
NOTARY PUBLIC, State of New York
No. 30-7515875
Qualified in Nassau County
Commission Expires March 30, 1995

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2 day of December 1994, by Julie Seaman, as Custodian for Alexandra Chloe Seaman, under the Florida Uniform Transfer to Minors Act. She is personally known to me or has produced _____ as identification.

Carol M. Gaughan
Printed Name: Carol M. Gaughan
NOTARY PUBLIC
STATE OF Florida AT LARGE

My Commission Expires



BK 2 2 9 3 2 PG 1055

**LIST OF EXHIBITS
TO RECIPROCAL
EASEMENT AND MAINTENANCE AGREEMENT
WITH COVENANTS, CONDITIONS AND RESTRICTIONS**

- "A" Legal Description of Home Depot Property
- "B" Legal Description of Seaman Property
- "C" Sketch of Fixed Access Easement, Seaman Property and Adjoining Public Right of Way

BK 22932PC0056

EXHIBIT "A"
HOME DEPOT PROPERTY
LEGAL DESCRIPTION

BK 22932 PG 0057

EXHIBIT "A"

A portion of Section 21, Township 49 South, Range 42 East, Broward County, Florida, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, described as follows:

All of STROK PLAT, according to the Plat thereof, recorded in Plat Book 147, Page 35, of the Public Records of Broward County, Florida;

and

All of Tract C, JEFFREY's PLAT, according to the Plat thereof, recorded in Plat Book 157, Page 6, of the Public Records of Broward County, Florida.

BR 22932 PG 0058

EXHIBIT "B"

SEAMAN PROPERTY

LEGAL DESCRIPTION

A portion of the Southwest quarter of Section 21, Township 49 South, Range 42 East, Broward County, Florida, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, described as follows:

TRACTS "A-1", "A-2" and "B" OF JEFFREY'S PLAT, RECORDED IN PLAT BOOK 157, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BK 2932 PG 0059

