

Return to and Prepared by:
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NOTICE TO ABSTRACTORS: This Declaration is the instrument referred to, but for which no recording information appears in the dedication statement of the Congress O.P. Plat which Plat is recorded at Plat Book 72, Page 96, Public Records of Palm Beach County, Florida.

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration") is made this 12th day of April, 1994, by CONGRESS SQUARE, LTD., a Florida limited partnership ("Congress").

RECITALS

A. WHEREAS, Congress is the owner of that certain real property located in Palm Beach County, Florida, consisting of approximately 8.95 acres of land improved with a Shopping Center, more particularly described in Exhibit "A" (the "Property"); and

B. WHEREAS, Congress intends to convey that certain real property located in Palm Beach County, Florida consisting of approximately 1.285 acres of land more particularly described in Exhibit "B", which is part of the Property (herein the "Outparcel", or generically as "Parcel"). The Property less the Outparcel shall be referred to below as the "Shopping Center Parcel", or generically as "Parcel"; and

C. WHEREAS, , the Outparcel is to be separately platted to fulfill the plat requirements of the City of Delray Beach, Florida which plat requirements require Congress to subject the Property to the provisions of this instrument.

NOW, THEREFORE, Congress declares that the Property and all portions thereof is and shall be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the terms, conditions, covenants, restrictions and easements hereinafter set forth.

ARTICLE 1: DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

Section 1.1 "Congress Plat" means that plat of Congress Square recorded at O.R. Book 46, Page 198 and 199 of the Public Records of Palm Beach County, Florida.

Section 1.2 "Easement Areas" means those areas of the Property which are subjected to easements under this Declaration, any applicable plat or other instruments of record.

Section 1.3 "Other Definitions" The definitions set forth in other parts of this Declaration are incorporated herein by this reference.

Section 1.4 "Owner" means any Person who from time to time holds record fee simple title to any Parcel. If more than one Person jointly holds the fee simple title to any Parcel, all of such holders, collectively, jointly and severally, shall be the "Owner" of such Parcel.

Section 1.5 "Person" means any natural person or artificial entity having legal capacity.

Section 1.6 "Previously Created Easements" means the easements depicted on the Congress Plat and specifically includes the 10 foot utility easement, 10 foot water easement, and 12 foot drainage easement depicted on the Congress Plat.

Section 1.7 "Utility Facility" means singularly and "Utility Facilities" means, collectively, the Drainage Facilities, the Water Lines, and the Utilities all as defined below.

Section 1.8 "WMD" means the South Florida Management District or its successor entity for the regulation of surface water drainage.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION/DURATION

The Property shall be held, used, transferred, mortgaged, sold, conveyed, and occupied subject to this Declaration. The covenants, easements, and restrictions set out herein are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Parcels or portions thereof subsequently executed. This Declaration shall be perpetual in duration unless terminated pursuant to Section 6.10 hereinafter.

ARTICLE 3: EASEMENTS

Section 3.1 "Drainage Easement" Congress does hereby acknowledge and reconfirm that the Property is subject to such portions of the 12 foot drainage easement ("Drainage Easement") as is situate upon the respective Parcels which Drainage Easement is more particularly depicted on the Congress Plat with those portions of said easement that are situate

on the Outparcel, being also depicted on Exhibit "C" hereto. Further, Congress hereby establishes, gives, grants, dedicates and conveys to and for the benefit of each and every Person now or hereafter an Owner of any Parcel, a perpetual, nonexclusive appurtenant easement burdening the respective Parcels and depicted as the "12 foot Drainage Easement" on Congress Plat, for the use, repair, maintenance (subject to Article 4), modification and replacement of the drainage facilities related thereto (including catch basins, piping, grates and headwalls, if any) to provide such surface water collection, conveyance, retention, storage and treatment as is necessary for the present and future use and enjoyment by the Owner and Owner's Lessees of the Shopping Center Parcel and Outparcel (the "Drainage Facilities"). Such grant is for the purpose of utilizing such Drainage Easement in connection with the WMD approved surface water management system for the Property for any other purpose specified in the Congress Plat or any other instrument creating such easement.

Section 3.2 Limitations on Use of Drainage Easement. Notwithstanding the right of the Owners of the Shopping Center Parcel and Outparcel to utilize the Drainage Easement as provided above, such use shall be limited to the drainage of surface water in accordance with the WMD approved surface water management plan applicable to the Parcels. The Owner of each Parcel shall not be entitled to increase its usage of the Drainage Easement without the prior written consent of the Owner of the other Parcel which consent shall not be withheld if such usage is required by WMD regulations now or hereafter in effect and shall not otherwise be unreasonably withheld.

Section 3.3 Alterations. Any construction activities undertaken by the Owner of any Parcel including all permitting therefor, shall be done at that Owner's expense and shall be done in compliance with all applicable governmental requirements, including but not limited to, those of the WMD. Upon demand, the Outparcel owner (if engaging in such construction activities) shall furnish copies of applicable permits or other documents as Congress may reasonably request to confirm such compliance and shall also deliver a copy of the "as built" plans for any site work improvements. Site work shall be conducted in manner so as to prevent an interruption in the continuing utilization of the easements serving the other Parcels.

Section 3.4 Water Easement. Congress does hereby acknowledge and reconfirm that the Property is subject to such portions of the 10 foot water easement ("Water Easement") as is situate upon the respective Parcels which Water Easement is more particularly depicted on the Congress Plat with those portions of said easement that are situate on the Outparcel being also depicted on Exhibit "C" hereto. Congress hereby establishes, gives, grants, dedicates and conveys, to and for the benefit of each and every Person now or hereafter an Owner of any Parcel a perpetual nonexclusive appurtenant easement under, through, and across the area of the Property depicted in the Congress Plat as the "10 foot Water Easement" for the use, repair, maintenance (subject to Article 4) and replacement of the underground potable water lines and all facilities (including meters) to provide such potable water service as is reasonably necessary for the present and future use and enjoyment by the Owner and Owner's Lessees of the Shopping

Center Parcel and the Outparcel (the "Water Lines") and for any other purpose specified in the Congress Plat or other instrument creating such easement.

Section 3.5 Utility Easement. Congress does hereby acknowledge and reconfirm that the Property is subject to such portions of the 10 foot utility easement ("Utility Easement") as is situate upon the respective Parcels which Utility Easement is more particularly depicted on the Congress Plat with those portions of said easement that are situate on the Outparcel being also depicted on Exhibit "C" hereto. Congress hereby establishes, gives, grants, dedicates and conveys, to and for the benefit of each and every Person now or hereafter an Owner of any Parcel, a perpetual nonexclusive appurtenant easement under, through and across the area of the Property depicted on the Congress Plat as the "10 foot U. E." for the use, repair, maintenance (subject to Article 4), modification and replacement of any utility facilities serving the Shopping Center Parcel and Outparcel and to provide such utilities of any type as are reasonably necessary or desired by an Owner for the present and future use and enjoyment by an Owner and any Lessees of an Owner (the "Utilities") and for any other purpose specified in the Congress Plat or other instrument creating such easement including that easement in favor of Southern Bell Telephone and Telegraph Company, recorded at O.R. Book 4366, Page 1499, of the Public Records of Palm Beach County, Florida.

Section 3.6 Reciprocal Parking and Access Rights. Congress does hereby declare that every Person now or hereafter becoming an Owner of any Parcel, and their Lessees, shall have the non-cancelable right to use applicable parking and access, in common with all other Owners, their Lessees and the invitees or either, the parking areas, sidewalk areas and all surfaces utilized for pedestrian and vehicular traffic ("Paved Areas") which may exist from time to time on the Property.

Section 3.7 Landscape Maintenance Easement. The Outparcel shall be subject to a landscape maintenance easement under the plat of the Outparcel. The Owner of the Outparcel shall comply with all requirements of the City of Delray Beach and any other entity having regulatory authority over landscaping and shall, after complying with such landscaping requirements, thereafter maintain the landscaping situate upon the landscape maintenance easement as depicted on Exhibit "C" at the sole cost and expense of the Owner of the Outparcel.

Section 3.8 Ingress-Egress Easements. Since the Outparcel does not contain a curb cut on Atlantic Avenue nor Congress Avenue, Congress hereby establishes, gives, grants, dedicates, and conveys to and for the benefit of each and every Person now or hereafter an Owner, guest, lessee, or invitee of any part of the Outparcel, perpetual, non-exclusive appurtenant easements for ingress and egress to and from the Outparcel over, on and across those portions of the Shopping Center Parcel described in and depicted on Exhibit D attached hereto.

Section 3.9 Signage Easement. Congress hereby reserves to and for its exclusive benefit and any subsequent owner of the Outparcel shall be deemed to take subject to, a perpetual, exclusive easement over, on, and across and extending into the air space above that

portion of the Property described in and depicted on Exhibit "E" as attached hereto. The easement shall be created automatically upon conveyance of the Outparcel and shall be deemed reserved by Congress for the present and future use of the Owner of the Shopping Center Parcel, for the erection, installation, replacement, modification, repair, and maintenance of such signs as the Shopping Center Parcel Owner may now or at any time in the future elect to place in this Easement Area.

ARTICLE 4: MAINTENANCE

Section 4.1 Utility Facilities. Each Owner shall maintain in good appearance, condition and repair and in compliance with applicable governmental requirements the Utility Facilities, the Easement Areas and Paved Areas located on its Parcel that serve its Parcel in whole or in part. Any Utility Facility serving one Parcel exclusively which is located upon the other Parcel shall be maintained in good appearance, condition and repair and in compliance with applicable governmental requirements by the Owner of the Parcel exclusively serviced at that exclusively serviced Owner's expense and right of access is hereby granted to each Owner for the performance of that Owner's obligations hereunder.

Section 4.2 Improvements. In the event any modification or upgrade or improvement is required to be performed to any Utility Facility as a result of governmental requirements including but not limited to the requirements of the WMD, the Obligations to perform the work and liability for costs and expenses necessary to upgrade or otherwise modify the same shall be borne as follows: (a) if the upgrade or modification is required as a result of the use, or activity conducted on the Outparcel, or the Outparcel's characteristics, the Owner of the Outparcel shall have the affirmative obligation to perform such upgrade or modification at its expense; (b) if the upgrade or modification is required as a result of the use or activity conducted on the Shopping Center Parcel or the characteristics of the Shopping Center Parcel, the Owner of the Shopping Center Parcel shall have the affirmative obligation to perform such upgrade or modification at its expense; (c) if such upgrade or modification is required due to subsequent regulatory changes applicable to both Parcels, then the obligation to perform such upgrade or modification and the liability for the expense of the same shall be borne between the Owner of the Outparcel and the Owner of the Shopping Center Parcel proportionately in relation to the amount of square footage of land contained in each Parcel.

Section 4.3 General and Landscape Maintenance. Each Owner shall keep its Parcel in a generally neat, attractive and orderly condition. Without limiting the generality of the foregoing, each Owner shall keep all landscaped areas on its Parcel well maintained and in a manner so as to aesthetically harmonize with the remainder of the Property, and shall maintain, repair, seal coat or replace all parking areas, sidewalk areas and all surfaces utilized for pedestrian and vehicular traffic on its Parcel at such times and in such a manner as is consistent with those on the remainder of the Property and so as to aesthetically harmonize with the remainder of the Property.

Section 4.4 Failure to Maintain. In the event any Owner fails, refuses or neglects to fulfill its obligations under this article, the non-obligated Owner shall have the right to perform or advance the sums necessary for such obligations of the obligated Owner hereunder and to make reasonable expenditures therefore. The obligated Owner shall be responsible for the reasonable advances and costs incurred by the non-obligated Owner and such advances and costs shall be due upon demand and may be collected through judicial process.

Section 4.5 Limitations on Right to Maintain, Improve and Repair. The rights granted herein with respect to any of the Utility Facilities, Easement Areas or Paved Areas located on the Parcel belonging to another Owner shall be exercised: (except in emergency situations), only after thirty (30) days written notice of such Owner's intention to repair, maintain, improve, modify and replace any such Utility Facility, Easement Area or Paved Area; (b) in a manner designed to minimize to the extent economically practical, any interference with or interruption to the business conducted on the Parcel on which such maintenance, improvement, modification, repair or replacement is being performed. The Owner conducting such maintenance, improvement, modification, repair or replacement shall indemnify and hold harmless the Owner on whose Parcel such activity is occurring from any and all damages, loss, liability, claims, costs and expenses (including reasonable attorneys' fees) incurred in connection with such activity.

ARTICLE 5: INDEMNIFICATION

Each Owner shall indemnify and hold every other Owner harmless from and against any damages, loss, liability, claims, costs and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence on such Owner's Parcel or occasioned wholly or in part by any act or omission of said Owner, its tenants, agents, contractors, employees or licensees but not directly caused by the negligence or tortious acts of the other Owner or its tenants, agents, contractors, employees or licensees.

ARTICLE 6: MISCELLANEOUS PROVISIONS

Section 6.1 Operation. The covenants and restrictions of this Declaration are self-executing and will run with the Property and be binding upon all persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Parcel shall specifically contain a reference to the same being subject to the covenants and restrictions of this Declaration, provided that failure to include such references shall not obviate the provisions of this Section.

Section 6.2 Interpretation. Unless the context expressly requires otherwise: (i) use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; and (iv) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration

should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the economic utilization of the Property by providing for the sharing of certain facilities among the Parcels. No provision of this Declaration should be construed against either party but each provision should be given its fair meaning consistent with the intent of this Declaration. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe or apply any of the terms or provisions of this Declaration. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

Section 6.3 Attorneys Fees. If any Person entitled to enforce any of the provisions of this Declaration, is the prevailing party in any litigation involving this Declaration such party may recover from the non-prevailing party all costs and expenses incurred, including reasonable attorneys' fees (including, but not limited to, attorneys' fees for trial, appellate, administrative and bankruptcy proceedings).

Section 6.4 Liability Limited. Owners shall only be personally liable for performance of this Declaration and violations that occur during their respective periods of ownership.

Section 6.5 Successors and Assigns. This Declaration and the covenants and restrictions created hereby shall inure to the benefit of and be binding upon the Owners of all of the Property and all parts thereof and their successors and assigns.

Section 6.6 Environmental. No party shall with actual knowledge allow the contamination of the Property by any substance, material or other matter which is generally considered a hazardous waste or material, including without limitation, any material defined as a "contaminant" or "pollutant" under any provision of Florida law or regulation, petroleum, or any material defined as a "hazardous substance" or a "hazardous waste" under any provision of federal law or regulation. Any Owner breaching this covenant shall indemnify, defend and hold harmless the other from and against any and all costs, damages, liabilities, expenses (including attorneys' fees) and fines incurred as a result thereof.

Section 6.7 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever.

Section 6.8 Severability. If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

Section 6.9 Notices. Any notice permitted or required hereunder to an Owner shall be deemed given when mailed by certified mail, return receipt requested, to such Owner at the

This is a copy

ORB 8228 Pg 529

address for such Owner shown on the Palm Beach County Tax Assessor's records relating to the parcel owned by such Owner.

Section 6.10 Modifications. Except as specifically provided herein, this Declaration may not be modified, amended or rescinded, in whole or in part, except by the agreement of all Owners of the Property, and then only by written instrument duly executed and acknowledged and recorded in the Public Records of Palm Beach County, Florida. The foregoing shall not prevent from placing additional covenants, conditions, restrictions or easements on any Parcel not in direct conflict with this Agreement.

Section 6.11 No Partnership. Nothing in this Agreement shall be construed to make any of the Owners of the Parcels partners or joint venturers or render any of such parties liable for any debts or obligations of any other.

Executed the day and year first above written.

Signed in the presence of:

CONGRESS SQUARE, LTD.,
a Florida limited partnership

By: Its General Partner
HHHCS, INC.
a Florida corporation

By: [Signature]
Harry H. Hahamovitch, President

(Corporate Seal)

[Signature]
Printed Name: Robert M. Gellerman

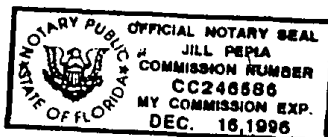
[Signature]
Printed Name: Louis E. Bernheim

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13 day of March, 1994, by Harry H. Hahamovitch, as President HHHCS, Inc., a Florida corporation, as general partner of CONGRESS SQUARE, LTD., a Florida limited partnership, on behalf of said partnership. He is personally known to me, or has produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public, State of Florida at Large
Printed Name: Jill Peira
Commission No.: CC 346586
My Commission Expires:



This is

JOINDER AND CONSENT OF MORTGAGEE

ORB 8228 Pg 530

The undersigned, UNITED NATIONAL BANK, the holder of that mortgage encumbering the Property, which mortgage is recorded at O.R. Book 7125, Page 1494, Public Records of Palm Beach County, Florida, hereby consent to and join in the execution of the foregoing Declaration provided however, said mortgagee assumes no present contractual obligation with respect to the matters set forth in the Declaration and further provided that this Joinder and Consent is not intended to and shall not be construed to in any way alter or impair the validity or priority of the mortgagees' security interest in the Property.

DATED this 19th day of April, 1994.

UNITED NATIONAL BANK

By Linda Napolitano
LINDA NAPOLITANO, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 19th day of April, 1994, by LINDA NAPOLITANO, as Vice President of United National Bank, a corporation organized and existing under the laws of the United States, on behalf of the corporation. He is:

☒ personally known to me, or
☐ who has produced _____ as identification

and who ☐ did/ ☐ did not take an oath.

[Notary Seal]

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

Notary Public, State of Florida

Printed Name: MARCIA B. WINSLOW

My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

The undersigned, BELLESTAR INVESTMENTS CORP., the holder of that mortgage encumbering the Property (which mortgage is recorded at O.R. Book 7294, Page 755, Public Records of Palm Beach County, Florida, hereby consent to and join in the execution of the foregoing Declaration, provided however, said mortgagee assumes no present contractual obligation with respect to the matter set forth in the Declaration and further provided that this Joinder and Consent is not intended to and shall not be construed to in any way alter or impair the validity or priority of the mortgagees' security interest in the Property.

DATED this 13th day of April, 1994.

BELLESTAR CONGRESS SQUARE CORP.
f/k/a BELLESTAR INVESTMENTS CORP.

By: Joseph M. Lavalle
Joseph M. Lavalle, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF FL Palm Beach

The foregoing instrument was acknowledged before me this 13th day of April, 1994, by Joseph M. Lavalle, as Vice President of Bellestar Congress Square Corp. f/k/a Bellestar Investments Corp., a Florida corporation, on behalf of the corporation. He is:

☒ personally known to me, or
who has produced _____ as identification

and who did take an oath.

[Notary Seal]

Mireya Garcia
Notary Public, State of Florida

Printed Name: MIREYA GARCIA

My Commission Expires:

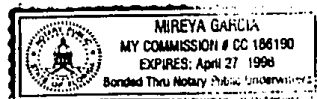


Exhibit List

- A - Legal Description of the Property
- B - Legal Description of Outparcel
- C - Sketch of Outparcel and Easements
- D - Sketch and Legal Descriptions of Ingress/Egress Easements to Outparcel
- E - Sketch and Legal Description of Signage Easement Area benefitting Shopping Center Parcel

ORB 8228 Pg 537

LEGAL DESCRIPTION
(Overall Parcel)

Tract "C" and Tract "D" CONGRESS SQUARE, according to the Plat thereof, as recorded in Plat Book 46, Pages 198 and 199 of the Public Records of Palm Beach County, Florida

LESS the following:

Commencing at the intersection of the centerlines of State Road 806 (Atlantic Avenue) and Congress Avenue as now constructed and in use; thence run South 55°11'19" West 359.33 feet along said centerline of State Road 806 (Atlantic Avenue) to a point of curvature of a curve concave to the Northwest, having a radius of 1,910.08 feet, a central angle of 16°50'00" and a chord bearing South 63°36'19" West; thence run along the arc of said curve 561.18 feet to a point of Tangency; thence run South 72°01'19" West 77.52 feet along said centerline to a point; thence run South 17°58'41" East 137.23 feet to the Point of Beginning; thence continue South 17°58'41" East, 60.00 feet to a point; thence run North 72°01'19" East, 100.00 feet to a point; thence run North 17°58'41" West, 60.00 feet to a point; thence run South 72°01'19" West, 100.00 feet to the Point of Beginning. Said lands situate, lying and being in Palm Beach County, Florida.

EXHIBIT A

ORE 8228 Pg 534

LEGAL DESCRIPTION

(Outparcel)

A PORTION OF LAND LYING IN TRACT "C" CONGRESS SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 198 AND 199 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN SECTION 18, TOWNSHIP 46 SOUTH, RANGE 42 EAST, CITY OF DELRAY BEACH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC AVENUE (S.R. 806) AND CONGRESS AVENUE, AS NOW CONSTRUCTED AND IN USE; THENCE SOUTH $0^{\circ}29'04''$ EAST ALONG SAID CENTERLINE OF CONGRESS AVENUE A DISTANCE OF 160.97 FEET TO A POINT; THENCE SOUTH $89^{\circ}30'56''$ WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID CONGRESS AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH $0^{\circ}29'04''$ EAST A DISTANCE OF 227.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF $0^{\circ}42'53''$ AND AN ARC DISTANCE OF 6.93 FEET TO A POINT, THE LAST TWO COURSES BEING ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH $89^{\circ}15'36''$ WEST A DISTANCE OF 29.57 FEET TO A POINT; THENCE SOUTH $72^{\circ}10'28''$ WEST A DISTANCE OF 202.61 FEET TO A POINT; THENCE NORTH $18^{\circ}18'15''$ WEST A DISTANCE OF 165.43 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ATLANTIC AVENUE, SAID POINT BEING A POINT ON A CIRCULAR CURVE TO THE LEFT, SAID POINT BEARING SOUTH $32^{\circ}21'25''$ EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1970.08 FEET, A CENTRAL ANGLE OF $2^{\circ}27'16''$ AND AN ARC DISTANCE OF 84.40 FEET TO A POINT OF TANGENCY; THENCE NORTH $55^{\circ}11'19''$ EAST A DISTANCE OF 198.36 FEET TO A POINT, THE LAST TWO COURSES BEING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ATLANTIC AVENUE, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $124^{\circ}19'37''$ AND AN ARC DISTANCE OF 54.25 FEET TO THE POINT OF BEGINNING. Containing 1.285 acres, more or less.

BEING A REPEAT OF A PLAN
AS RECORDED IN PLAT BOOK
OF PALM BEACH COUNTY, FLORIDA
EAST, CITY OF DELRAY BEACH

GRAPHIC SCALE IN FEET
SCALE 1" = 30'



P.B. 46, PGS. 198 & 199

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

BRUCE CARTER & ASSOCIATES, INC.



LAND SURVEYORS

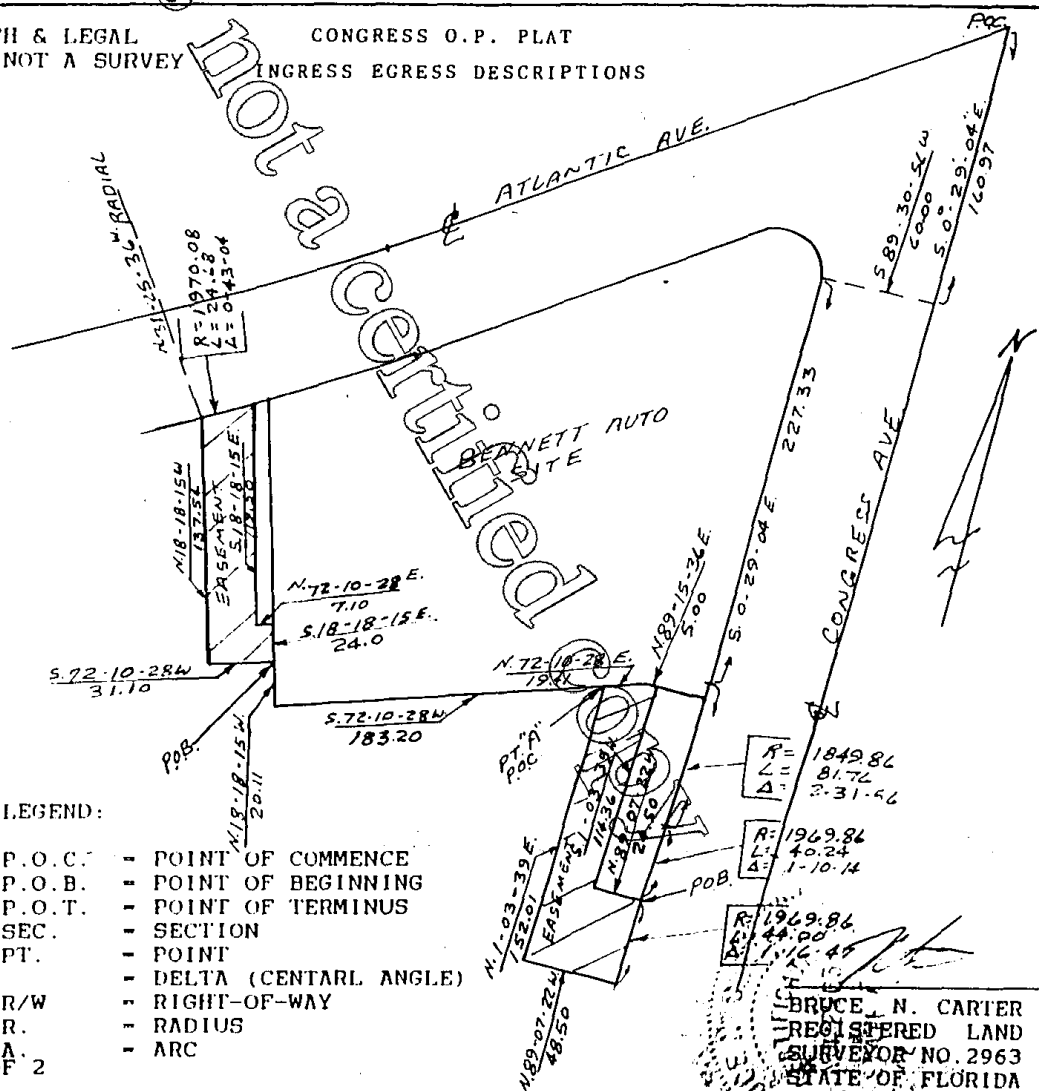
LAND PLANNERS

405 S.W. 6th AVE. (SOUTH FEDERAL HIGHWAY) PHONE (305) 265-1910
DELRAY BEACH, FLORIDA 33444

ORB 8228 Pg 536

SKETCH & LEGAL
THIS IS NOT A SURVEY

CONGRESS O.P. PLAT
INGRESS EGRESS DESCRIPTIONS



THIS sketch is the property of BRUCE CARTER & ASSOCIATES, INC. and shall not be reproduced in whole or part without permission of the above in writing.

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and BRUCE CARTER & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title search.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO.

DRAWN BY: BC

CHECKED BY: LC

F.B.

P.G.

FILE NO.

3/30/77

EXHIBIT D (PAGE 1)

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

BRUCE CARTER & ASSOCIATES, INC.



LAND SURVEYORS

LAND PLANNERS

405 S.E. 6th AVE. (SOUTH FEDERAL HIGHWAY) PHONE (305) 265-1910
DENNY BEACH, FLORIDA 33444

DESCRIPTION:

TWO INGRESS EGRESS EASEMENTS

ORB 8228 Pg 537

LYING IN TRACT "C" CONGRESS SQUARE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 10, PAGES 198 AND 199 OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC AVENUE
(S.R. 806) AND CONGRESS AVENUE AS NOW CONSTRUCTED AND IN USE; THENCE
S.0°29'04"E. ALONG SAID CENTERLINE OF CONGRESS AVENUE A DISTANCE OF
160.97 FEET TO A POINT; THENCE S.89°30'56"W. A DISTANCE OF 60.00 FEET
TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID CONGRESS AVENUE;
THENCE S.0°29'04"E. A DISTANCE OF 227.33 FEET TO A POINT OF CURVATURE
OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC
OF SAID CURVE, HAVING A RADIUS OF 183.9086 FEET, A CENTRAL ANGLE OF
2°31'56" AND AN ARC DISTANCE OF 82.76 FEET TO A POINT OF REVERSE
CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN SOUTHERLY ALONG
THE ARC OF SAID CURVE WITH A RADIUS OF 1969.86 FEET, A DELTA OF
1°10'14" A DISTANCE OF 40.24 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE SOUTH ALONG SAID CURVE WITH A DELTA OF 1°16'47" A DISTANCE
OF 44.00 FEET; THENCE N.89°07'22"W. A DISTANCE OF 48.50 FEET; THENCE
N.1°03'39"E. A DISTANCE OF 152.01 FEET TO A POINT WHICH SHALL BE
DESCRIBED AS POINT "A"; THENCE N.72°10'28"E. A DISTANCE OF 19.41
FEET; THENCE N.89°15'36"E. A DISTANCE OF 5.00 FEET; THENCE S.1°03'39"W.
A DISTANCE OF 114.36 FEET; THENCE S.89°07'22"E. A DISTANCE OF 24.50
FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

COMMENCING AT THE ABOVE MENTIONED POINT "A"; THENCE S.72°10'28"W. A
DISTANCE OF 183.20 FEET; THENCE N.18°18'15"W. A DISTANCE OF 20.11
FEET TO THE POINT OF BEGINNING; THENCE S.72°10'28"W. A DISTANCE OF
31.10 FEET; THENCE N.18°18'15"W. A DISTANCE OF 137.54 FEET TO A POINT
ON THE SOUTH RIGHT-OF-WAY LINE OF ATLANTIC AVENUE AND ALSO ON THE ARC
OF A CIRCULAR CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 1970.08
FEET WHICH BEARS N.31°25'36"W. RADIALLY; THENCE RUN NORTHEASTERLY
ALONG THE ARC OF SAID CURVE WITH A DELTA OF 0°43'04" A DISTANCE OF
24.68 FEET; THENCE S.18°18'15"E. A DISTANCE OF 119.50 FEET; THENCE
N.72°10'28"E. A DISTANCE OF 7.10 FEET; THENCE S.18°18'15"E. A DIS-
TANCE OF 24.0 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

BEARING BASE: CENTERLINE CONGRESS AVENUE S.0°29'04"E.

SHEET 2 OF 2

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UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
				The undersigned and BRUCE CARTER & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, not back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title search.
				NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.
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3/30/91	EXHIBIT D	(PAGE 2)		
			FILE NO.	

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LAND SURVEYORS

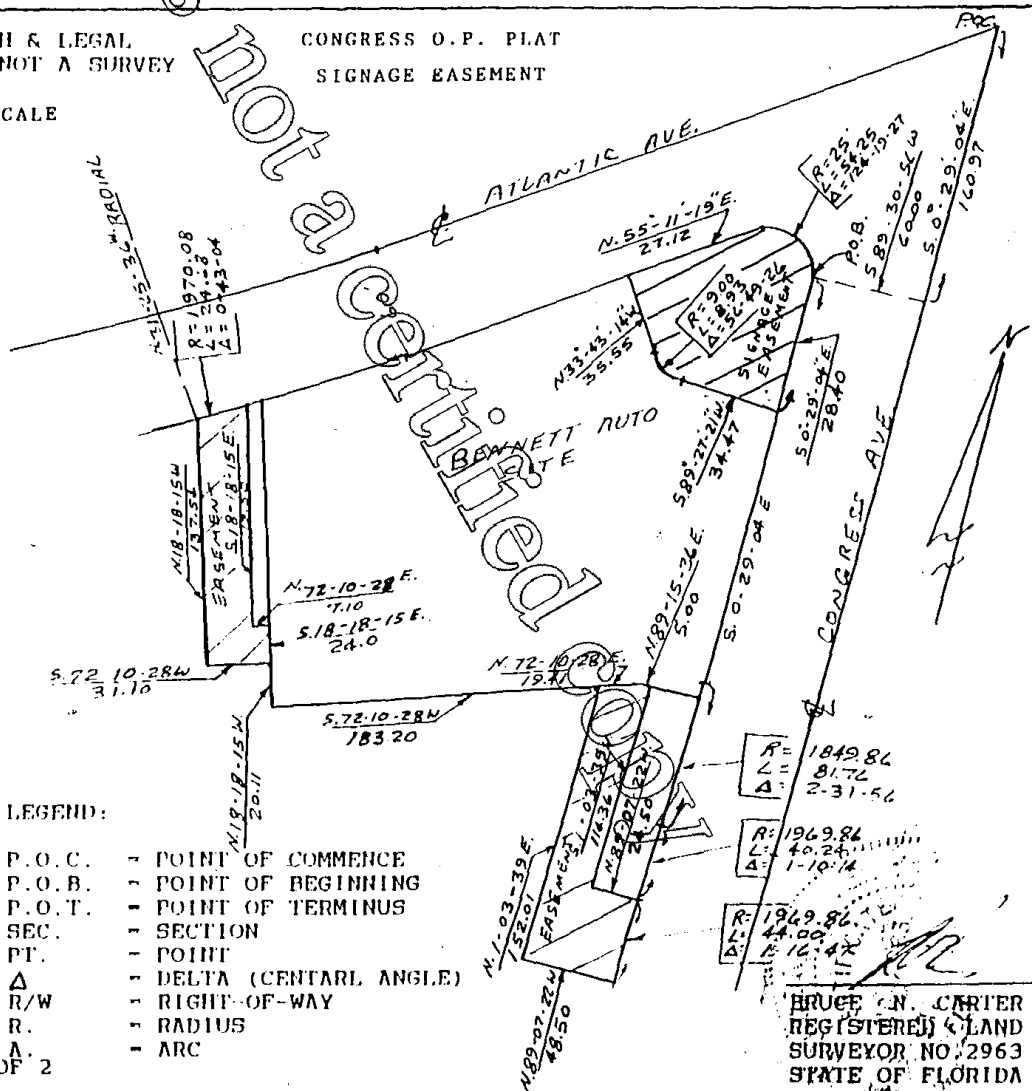
LAND PLANNERS

405 S.R. HWY. AVE. (SOUTH FEDERAL HIGHWAY)
DELRAY BEACH, FLORIDA 33444

PHONE (305) 265-1910
ORB 8228 Pg 538

SKETCH & LEGAL
THIS IS NOT A SURVEY
NOT TO SCALE

CONGRESS O.P. PLAT
SIGNAGE EASEMENT



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LAND SURVEYORS

LAND PLANNERS

405 S.E. 6th AVE. (SOUTH FEDERAL HIGHWAY) PHONE (305) 265-1910
DELRAY BEACH, FLORIDA 33444

CONGRESS O.P. PLAT

DESCRIPTION:

ORE 8228 Pg 539
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PR COUNTY, FL

SIGNAGE EASEMENT

LYING IN TRACT "C" CONGRESS SQUARE, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 46, PAGES 198 AND 199 OF THE PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC AVENUE
(S.R. 806) AND CONGRESS AVENUE, AS NOW CONSTRUCTED AND IN USE;
THENCE S.0°29'04"E. ALONG SAID CENTERLINE OF CONGRESS AVENUE A
DISTANCE OF 160.97 FEET TO A POINT; THENCE S.89°30'56"W. A DISTANCE
OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID
CONGRESS AVENUE AND THE POINT OF BEGINNING THENCE S.0°29'04"E. A
DISTANCE OF 28.40 FEET; THENCE S.89°20'21"W. A DISTANCE OF 34.47
FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT
WITH A RADIUS OF 9.00 FEET AND A DELTA OF 56°49'26"; THENCE RUN
NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.93 FEET
TO A POINT OF TANGENCY; THENCE N.33°11'14"W. A DISTANCE OF 35.55
FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF ATLANTIC AVENUE;
THENCE N.55°11'19"E. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 27.12
FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT;
THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG
THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL
ANGLE OF 124°19'37" AND AN ARC DISTANCE OF 54.25 FEET TO THE POINT
OF BEGINNING.

SHEET 2 of 2
APRIL 12, 1994

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representations or guarantees as to the information reflected hereon pertaining to
easements, rights-of-way, set back lines, reservations, agreements and other similar matters,
and further, this instrument is not intended to reflect or set forth all such matters. Such
information should be obtained and confirmed by others through appropriate title search.
NOTE Lands shown hereon were not abstracted for right-of-way and/or
easements of record.

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EXHIBIT E (PAGE 2)