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JUN 26 2026

CITY OF COOPER CITY
PLANNING DIVISION

This instrument prepared by:

HOPE CALHOUN
MISKEL BACKMAN LLP
5550 GLADES ROAD, SUITE 620
BOCA RATON, FLORIDA 33432

CROSS-ACCESS AGREEMENT

This Cross Parking Agreement ("**Agreement**") is made and entered into as of _____, 2026 ("**Effective Date**"), by and between WG at Stirling LLC, a Florida limited liability company, whose mailing address is 696 NE 125 Street, North Miami, Florida 33161 ("**Parcel 1 Owner**"), and Stirling Property Investment, LLC, a Florida limited liability company, whose mailing address is 696 NE 125 Street, North Miami, Florida 33161 ("**Parcel 2 Owner**"). Parcel 1 Owner and Parcel 2 Owner may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Parcel 1 Owner is the owner of certain real property located in Cooper City ("City"), Broward County, Florida, commonly known as 8637-8735 Stirling Road (folio number: 504133061600), more particularly described on **Exhibit "A"** attached hereto ("**Parcel 1**"). Parcel 1 is improved with the commercial shopping center known as Stirling Town Center ("**Center**"); and

WHEREAS, Parcel 2 Owner is the owner of certain real property located in Cooper City, Broward County, Florida, commonly known as 8625 Stirling Road, (folio number: 504133061601), more particularly described on **Exhibit "B"** attached hereto ("**Parcel 2**"). Parcel 2 is improved with a currently occupied retail building and associated parking; and

WHEREAS, Parcel 1 Owner has requested parking variance approval ("Variance") from the City in connection with the proposed lease and occupancy of +/- 1,808 square feet of tenant space within the Center by Eliyahu Hanavi Sephardic Synagogue for Parcel 1 ("**Synagogue Use**"); and

WHEREAS, the Variance relates to a parking deficiency of nine (9) parking spaces resulting from the Synagogue Use on Parcel 1, and Parcel 1 Owner has advised the City that additional parking is available within the Parcel 2 parking area that can accommodate occasional overflow parking demand associated with the Synagogue Use; and

WHEREAS, Parcel 2 is directly adjacent to Parcel 1 and contains +/- sixty-eight (68) parking spaces, as depicted on the survey attached hereto as **Exhibit "C"**, that may be used for occasional overflow parking by occupants, invitees, customers, congregants, employees, contractors, licensees, and guests of Parcel 1, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties desire to create a non-exclusive cross-parking right benefiting Parcel 1 and burdening Parcel 2 for the limited purpose described in this Agreement, and to provide that the rights and obligations set forth herein run with title to the parcels to the extent provided herein.

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NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and Ten dollars ($10.00) and other good and valuable considerations, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made a part of this Agreement.

2. Grant of Non-Exclusive Cross-Parking Rights. Parcel 2 Owner hereby grants and conveys to Parcel 1 Owner and its respective successors, successors-in-title, and assigns, and the tenants, customers, employees, licensees and invitees of such parties, for the benefit of Parcel 1, a non-exclusive easement and license over, across, and upon the parking areas, drive aisles, points of ingress and egress, and related paved vehicular areas located on Parcel 2, as they may exist from time to time, for the purpose of vehicular and pedestrian access, parking, circulation, and related incidental use by Permitted Users, as defined below, in accordance with this Agreement (the "Cross-Parking Rights").

The Cross-Parking Rights are intended to supplement parking available on Parcel 1 in connection with the Synagogue Use and the City of Cooper City parking variance request. The Cross-Parking Rights do not grant Parcel 1 Owner exclusive control over any particular parking space on Parcel 2 unless the Parties later agree in writing to designate specific spaces.

3. Permitted Users. For purposes of this Agreement, "Permitted Users" means the owners, tenants, subtenants, occupants, customers, congregants, invitees, employees, agents, contractors, licensees, guests, and visitors of Parcel 1, including users associated with the Synagogue Use.

4. Number of Available Spaces. Subject to the terms of this Agreement, up to sixty-eight (68) parking spaces located on Parcel 2 shall be available for use by Permitted Users when needed to accommodate overflow parking demand from Parcel 1. The Parties acknowledge that the Cross-Parking Rights are intended to satisfy, in whole or in part, conditions or requirements imposed by the City in connection with Parcel 1 Owner's parking variance request for the Synagogue Use.

5. Non-Exclusive Use; No Reserved Spaces. Unless otherwise required by the City or agreed by the Parties in a recorded amendment to this Agreement, the parking rights granted herein are non-exclusive and non-reserved. Parcel 2 Owner and the tenants, customers, employees, invitees, and users of Parcel 2 may continue to use the parking areas of Parcel 2 in common with the Permitted Users.

6. Hours and Manner of Use. The Cross-Parking Rights may be exercised during the hours when overflow parking is reasonably needed for Parcel 1, including in connection with services, events, and activities associated with the Synagogue Use. Parcel 1 Owner shall use commercially reasonable efforts to cause Permitted Users to use Parcel 2 in a lawful, orderly, and non-disruptive manner and not to interfere unreasonably with the business operations,

access, loading, fire lanes, accessible parking spaces, drive aisles, or customer parking needs of Parcel 2.

7. Compliance with Laws and Posted Rules. Each Party shall comply with applicable federal, state, county, and municipal laws, codes, ordinances, approvals, permits, and governmental requirements relating to its parcel. Permitted Users shall comply with reasonable, non-discriminatory rules and signage applicable to parking and circulation on Parcel 2, provided that such rules and signage do not materially impair the Cross-Parking Rights granted under this Agreement or conflict with any City approval requiring availability of the parking spaces.

8. Maintenance and Repairs. Parcel 2 Owner shall maintain the parking areas, drive aisles, accessways, lighting, striping, signage, drainage facilities, and related improvements on Parcel 2 in substantially the same manner as Parcel 2 maintains such areas for its own use and for the use of its tenants and invitees, ordinary wear and tear excepted. Nothing in this Agreement requires Parcel 2 Owner to construct additional parking spaces or improvements unless required by applicable governmental approval and expressly agreed by Parcel 2 Owner in writing.

9. Costs and Expenses. Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs and expenses relating to its parcel. The Parties do not intend by this Agreement to create any obligation by Parcel 1 Owner to pay rent, parking fees, maintenance charges, taxes, assessments, or operating expenses to Parcel 2 Owner for the Cross-Parking Rights, unless the Parties enter into a separate written amendment stating otherwise.

10. Insurance. Each Party shall maintain commercially reasonable liability insurance and property damage insurance for its respective parcel and operations, which includes coverage against claims for any injury, death, or damage to persons or property occurring on, in or about each Party's respective parcel in amounts customarily maintained by owners of similar commercial properties in Broward County, Florida. Upon reasonable written request, each Party shall provide the other Party with evidence of such insurance. The insurance required under this section may be maintained through blanket policies, provided that such policies afford coverage for the applicable parcel.

11. Indemnification. To the fullest extent permitted by Florida law, Parcel 1 Owner shall indemnify, defend, and hold harmless Parcel 2 Owner and its members, managers, officers, employees, agents, successors, and assigns from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of bodily injury, death, or property damage caused by the negligent or wrongful acts or omissions of Parcel 1 Owner or Permitted Users in connection with the exercise of the Cross-Parking Rights, except to the extent caused by the negligence or willful misconduct of Parcel 2 Owner or its tenants, employees, agents, contractors, licensees, invitees, successors, or assigns.

To the fullest extent permitted by Florida law, Parcel 2 Owner shall indemnify, defend, and hold harmless Parcel 1 Owner and its members, managers, officers, employees, agents, successors, and assigns from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of bodily injury, death, or property damage caused by the negligent or wrongful acts or omissions of Parcel 2 Owner or its tenants, employees, agents, contractors, licensees, invitees, successors, or assigns in connection with Parcel 2, except to the extent caused by the negligence or willful misconduct of Parcel 1 Owner or Permitted Users.

12. No Public Dedication. Nothing in this Agreement shall be deemed or construed as a dedication of any portion of Parcel 1 or Parcel 2 to the public or for public use. The rights granted herein are private property rights between the Parties and their respective successors and assigns, subject to any rights of the City of Cooper City arising under applicable approvals or conditions of approval.

13. No Landlord-Tenant Relationship. This Agreement does not create a lease, tenancy, partnership, joint venture, agency relationship, or other possessory interest in favor of Parcel 1 Owner or any Permitted User. The Cross-Parking Rights are non-exclusive easement and license rights appurtenant to Parcel 1, as provided herein.

14. Covenants Running with the Land. The rights, easements, covenants, restrictions, and obligations provided for herein shall be effective upon execution of this Agreement by the parties hereto. The easements provided for herein shall run with the land and shall burden te Parcel 2 and benefit Parcel 1 . This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-title, transferees, tenants, mortgagees, and assigns, and shall remain in full force and effect and shall be unaffected by any change in ownership of Parcel 1 or Parcel 2, or any portion thereof, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein..

15. Recording. This Agreement shall be recorded in the Public Records of Broward County, Florida, at Parcel 1 Owner's expense, no more than 30 days after the Variance is approved. The Parties intend that recording of this Agreement provide notice of the Cross-Parking Rights and support the Variance request.

16. Mortgagee Protection. Each Party represents that, to its actual knowledge, the execution and recording of this Agreement does not violate any mortgage, deed of trust, loan document, lease, declaration, reciprocal easement agreement, covenant, restriction, or other recorded instrument affecting its parcel. If any mortgagee, lienholder, or other holder of an interest in either parcel must consent to this Agreement for the Agreement to be effective, the applicable Party shall use commercially reasonable efforts to obtain such consent and, if

requested by the other Party or the City of Cooper City, to record such consent in the Public Records of Broward County, Florida.

17. Existing Easements and Restrictions. This Agreement is subject to all matters of record affecting Parcel 1 and Parcel 2, including existing reciprocal easement agreements, access easements, utility easements, covenants, restrictions, and governmental regulations. The Parties shall not use their respective parcels in a manner that materially interferes with the Cross-Parking Rights granted herein, except as required by applicable law or by matters of record having priority over this Agreement.

18. Cooper City Variance Condition. The Parties acknowledge that this Agreement is being entered into in connection with Parcel 1 Owner's Variance.

19. Term. This Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated in accordance with this Agreement.

20. Termination. This Agreement may be terminated only by a written instrument executed by the then-current owners of both Parcel 1 and Parcel 2 and recorded in the Public Records of Broward County, Florida.

21. Relocation or Reconfiguration of Parking Areas. Parcel 2 Owner may reconfigure, restripe, repair, resurface, reconstruct, or alter the parking areas and drive aisles on Parcel 2 from time to time, provided that such work does not permanently reduce the number of parking spaces available under this Agreement below sixty-eight (68) spaces without Parcel 1 Owner's prior written consent and any required approval from the City. Temporary closures for maintenance, repair, resurfacing, emergencies, casualty, governmental requirements, or safety reasons shall not constitute a breach of this Agreement, provided Parcel 2 Owner uses commercially reasonable efforts to minimize unreasonable interference with the Cross-Parking Rights.

22. Default and Cure. If either Party fails to perform a material obligation under this Agreement, the non-defaulting Party shall provide written notice describing the default in reasonable detail. The defaulting Party shall have thirty (30) days after receipt of notice to cure the default; provided, however, that if the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default if it commences cure within such thirty (30) day period and diligently pursues the cure to completion. No notice or cure period shall be required for emergencies or circumstances requiring immediate action to prevent bodily injury, property damage, violation of law, or material impairment of access or parking rights.

23. Remedies. The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which money damages may be inadequate. Accordingly, in addition to any other remedies available at law or in equity, the non-defaulting Party may seek specific

performance, injunctive relief, declaratory relief, damages, and any other remedy available under Florida law. No remedy shall be exclusive unless expressly stated herein.

24. Attorneys' Fees. In any action or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, court costs, and litigation expenses, including fees and costs incurred at trial, on appeal, in bankruptcy, and in post-judgment proceedings.

25. Notices. All notices, demands, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth below, or to such other address as a Party may designate by written notice.

If to Parcel 1 Owner:	**WG at Stirling LLC** 696 NE 125 Street North Miami, Florida 33161 Attn: _____
If to Parcel 2 Owner:	**Stirling Property Investment, LLC** 696 NE 125 Street North Miami, Florida 33161 Attn: _____
With a copy to:	**Miskel Backman LLP** 14 SE 4th Street Boca Raton, Florida 33432 Attn: Hope Calhoun, Esq. Email: hcalhoun@miskelbackman.com

26. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts-of-law principles. Venue for any action arising out of or relating to this Agreement shall lie in the state courts located in Broward County, Florida, unless exclusive federal jurisdiction applies.

27. Further Assurances. Each Party shall execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement, including documents reasonably requested by the City, Broward County, a title insurer, or a mortgagee to evidence, confirm, or implement the Cross-Parking Rights granted herein.

28. Estoppel Certificates. Within ten (10) business days after written request from the other Party, a Party shall execute and deliver a commercially reasonable estoppel certificate

confirming, to the best of such Party's knowledge, whether this Agreement remains in effect, whether any default exists, and such other matters reasonably requested in connection with a sale, financing, leasing, governmental approval, or title matter affecting either parcel.

29. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, provided that the essential purposes of this Agreement are not defeated.

30. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties concerning the Cross-Parking Rights and supersedes all prior oral or written agreements, understandings, or communications concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by the then-current owners of Parcel 1 and Parcel 2 and recorded in the Public Records of Broward County, Florida.

31. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

32. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic, PDF, and facsimile signatures may be used for exchange of execution copies; however, original signatures and notarial acknowledgments may be required for recording in the Public Records of Broward County, Florida.

33. Interpretation. The headings in this Agreement are for convenience only and shall not affect interpretation. The terms **"including"** and **"include"** mean including without limitation. This Agreement shall be construed as if drafted jointly by the Parties and not strictly for or against either Party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Parcel 1 Owner:

_____
Witness 1

_____
Print Name of Witness 1

WG AT STIRLING LLC, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of WG AT STIRLING LLC, a Florida corporation, limited partnership, on behalf of the entity. He/She [ ] is personally known to me or [ ] has produced _____ as identification.

_____

My commission expires:

Notary Public

Print Name: _____

Signed, sealed and delivered in the presence of:

Parcel 2 Owner:

_____
Witness 1

_____
Print Name of Witness 1

STIRLING PROPERTY INVESTMENT, LLC, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by _____, as _____ of STIRLING PROPERTY INVESTMENT, LLC., a Florida corporation, limited partnership, on behalf of the entity. He/She [ ] is personally known to me or [ ] has produced _____ as identification.

_____

My commission expires:

Notary Public

Print Name: _____

Exhibit "A"
Parcel 1 Legal Description

A portion of Parcel "A" and a portion of the 35 foot Canal right-of-way all as shown on COUNTRY ADDRESS, according to the Plat thereof as recorded in Plat Book 102, Page 1, Public Records of Broward County, Florida, together with that parcel of land labeled "NOT INCLUDED" and shown on Sheet 3 of 3, of said COUNTRY ADDRESS, and described in Official Records Book 7643, Page 378, Public Records of Broward County, Florida, all being more particularly described as follows:

Commence at the Northeast corner of said Parcel "A"; Thence South 89 degrees 56 minutes 15 seconds West, on the North line of said Parcel "A", a distance of 293.87 feet to the POINT OF BEGINNING. Thence South 00 degrees 05 minutes 46 seconds East on a line 293.87 feet West of and parallel with the East line of said Parcel "A", a distance of 285.00 feet to the intersection with the South line of said 35-foot Canal right-of-way and the North right-of-way line of Stirling Road as dedicated by said COUNTRY ADDRESS; thence South 89 degrees 56 minutes 15 seconds West on said South line of the 35-foot Canal right-of-way and said North right-of-way line of Stirling Road, a distance of 904.24 feet to the intersection with the Southerly projection of the West line of said Parcel "A"; thence North 00 degrees 00 minutes 03 seconds East, on said Southerly projection and on said West line of Parcel "A", a distance of 285.00 feet to the Northwest corner of said Parcel "A"; thence North 89 degrees 56 minutes 15 seconds East on the North line of said Parcel "A", a distance of 903.76 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

Exhibit "B"
Parcel 2 Legal Description

A portion of Parcel "A" and a portion of the 35-foot Canal right-of-way, as shown on COUNTRY ADDRESS, according to the Plat thereof, as recorded in Plat Book 102, Page 1, Public Records of Broward County, Florida, together with a portion of Tract 58-A of EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION of Section 33, Township 50 South, Range 41 East, according to the Plat thereof as recorded in Plat Book 3, Page 67, Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northeast corner of Parcel "A"; thence South 00 degrees 05 minutes 46 seconds East on the East line of said Parcel "A" and its Southerly projection, and the West right-of-way line of Pine Island Road, a distance of 214.99 feet; thence South 44 degrees 55 minutes 15 seconds West, a distance of 98.99 feet to a point on the North right-of-way line of Stirling Road; thence South 89 degrees 56 minutes 15 seconds West, on the North right-of-way line of Stirling Road, a distance of 223.86 feet; thence North 00 degrees 05 minutes 46 seconds West on a line lying 293.87 feet West of and parallel with the East line of Parcel "A", a distance of 285.00 feet to a point on the North line of said Parcel "A"; thence North 89 degrees 56 minutes 15 seconds East on said North line of Parcel "A", a distance of 293.87 feet to the POINT OF BEGINNING.

Exhibit "C"
Parking Plan