

Return to:
Rosenberg & Pinsky
6499 N. Powerline Road, Suite 304
Fort Lauderdale, FL 33309
(954) 772-5151

AMENDED AND RESTATED EASEMENT AND AGREEMENT

THIS AMENDED AGREEMENT made this 31st day of August 2020, between BHOGAYTA BROTHERS INC., a Florida corporation, Party of the First Part ("GRANTOR"), whose address is 1000 SW 12th Avenue, Pompano Beach, Florida 33069, and MICHAEL FORGIONE, (the "GRANTEE"), whose address is 5460 Reese Road #12, Davie, Florida 33314.

WITNESSETH

WHEREAS, GRANTOR and GRANTEE are, through this Amended Easement and Agreement, are amending in whole and restating that Easement and Agreement previously entered into on November 28, 2018, and recorded December 10, 2018 as Instrument Number 115492346, in the Public Records of Broward County, Florida; and

WHEREAS, GRANTOR, the owner of property situated in Broward County, Florida and described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
("Grantor's Property");**

WHEREAS, GRANTEE is the owner in of property situated in Broward County, Florida and described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN
("Grantee's Property");**

WHEREAS, GRANTEE was granted use of a certain non-exclusive easement across a portion of Grantor's Property (hereinafter referred to as the "Old Easement Parcel") pursuant to paragraph 2(c) of, and as described in Exhibit "F" of, the Declaration of Covenants, Conditions, Restrictions and Easements recorded on or about November 20, 2003, in Official Records Book 36466, Page 1407, of the Public Records of Broward County, Florida ("Declaration"); and

WHEREAS, GRANTEE desires a new unrestricted access easement for ingress and egress for pedestrian and vehicular right-of-way purposes which shall burden that portion of Grantor's Property described in Exhibit "C" attached hereto ("New Access Easement Parcel"); and

WHEREAS, GRANTOR has agreed to grant such an easement to GRANTEE in exchange for GRANTEE's waiver and release of GRANTEE's non-exclusive rights to use the Old Easement Parcel; and

WHEREAS, GRANTEE has agreed to waive and release its non-exclusive rights to use the Old Easement Parcel;

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10/06/2020**

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar (receipt acknowledged by GRANTOR) and other good and valuable considerations, GRANTOR does hereby grant unto GRANTEE, its successors, assigns, mortgagees and invitees, a non-exclusive easement across those roads, drives and paved surfaces comprising the New Access Easement Parcel for the purpose of providing the Grantee, its officers and Grantee's tenants and other occupants of Grantee's Property and their customers, employees, agents, business invitees, successors and assigns, with ingress and egress (both pedestrian and vehicular) from Grantee's Property to the "Parking Easement Parcel" described in Exhibit G of the Declaration (hereinafter the "Parking Easement Parcel"), over the New Access Easement Parcel. The cost of maintaining and repairing the New Access Easement Parcel shall be shared between GRANTOR and GRANTEE as follows: fifty-percent (50%) of said costs to be borne by Grantor and fifty-percent (50%) of said costs to be borne by Grantee. No obstruction to the free flow of ingress and egress from Grantee's Property to the Parking Easement Parcel shall be permitted.

The Parties further covenant and agree that neither shall alter, change nor revise this Agreement in any manner without the prior written consent of the City of Pompano Beach, Florida (the "CITY"). Any additional parcel or parcels of land meeting the CITY's Code requirements may be substituted with the CITY's permission, by means of an agreement of equal dignity to this Agreement and recorded in the public records of Broward County, Florida.


The Parties further agree that upon termination of this Agreement, in whole or in part, they shall either (i) meet the CITY's Code requirement described in this Agreement by other means; or (ii) reduce their site plan development necessary to comply with the CITY's Code requirements.

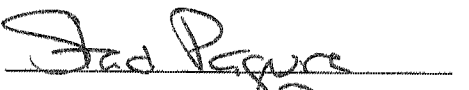
The Parties expressly acknowledged that it is their intent to create or confer rights in the CITY under this Agreement. The Parties agree that the CITY shall be entitled to assert a claim against any of the Parties based on a breach of this Agreement. Nothing herein shall be construed as consent by the Parties or any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement, except for the CITY as described in this Paragraph.

The foregoing provisions are not intended, nor shall they be construed as creating any rights in or for the benefit of the general public. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever.

IN WITNESS WHEREOF GRANTOR has signed this indenture/document in the presence of the following witnesses on this 31st day of August 2020.

WITNESSES:


Janeth M'Cauley
 Print Name


Stacie Pagura
 Print Name

GRANTOR:

BHOGAYTA BROTHERS INC.
 a Florida corporation

By: 
 SANJAY J. BHOGAYTA, President

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PZ18-12000037
 10/06/2020

WITNESSES:

Bobby Cunningham
Bobby Cunningham
Print Name

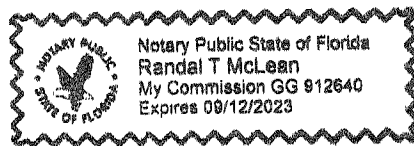
Stacie Pagura
Stacie PAGURA
Print Name

GRANTEE:

[Signature]
MICHAEL FORGIONE

STATE OF FLORIDA)
COUNTY OF BROWARD)

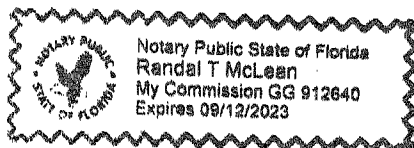
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of AUG., 2020 by SANJAY J. BHOGAYTA, who is personally known to me or has produced _____ as identification and who did take an oath.



[Signature]
Notary Public

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of AUG., 2020 by MICHAEL FORGIONE, who is personally known to me or has produced DL F625-541-76-408-0 as identification and who did take an oath.



[Signature]
Notary Public

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PZ18-12000037
10/06/2020

EXHIBIT "A"

All that part lying East of Andrews Avenue Right-of-Way of the South 100 feet of the North 2,135 feet of the East 248 feet of that part of the West 1/2 of the West 1/2 of the West 1/2 lying South of Government Lot 5, Section 2, Township 49 South, Range 42 East, LESS the West 3 feet thereof, lying and being in Broward County, Florida; together with those certain easement rights as recorded in O.R. Book 36466, Page 1407, Public Records of Broward County, Florida.

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**PZ18-12000037
10/06/2020**

EXHIBIT "B"

The South 100 feet of the North 2,035 feet of the East 248 feet of that part of the West 1/2 of the West 1/2 of the West 1/2 lying South of Government Lot 5, Section 2, Township 49 South, Range 42 East, said property lying and being situate in Broward County, Florida.

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**PZ18-12000037
10/06/2020**

EXHIBIT "C"

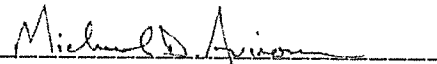
SKETCH AND DESCRIPTION
INGRESS & EGRESS EASEMENT
A PORTION OF GOVERNMENT LOT 5
SECTION 2, TOWNSHIP 49 SOUTH, RANGE 42 EAST
POMPANO BEACH, BROWARD COUNTY, FLORIDA


SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Address: 1000 South Andrews Ave., Pompano Beach, Florida
6. Abbreviation Legend: B.C.R. = Broward County Records; CL = Centerline; L.B. = Licensed Business; PG. = Page; P.L.S. = Professional Land Surveyor; O.R.B. = Official Records Book.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.


MICHAEL D. AVIOM, P.L.S.
Florida Registration No. 3268
AVIOM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS		AVIOM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIOMSURVEY.com <small>© 2018 AVIOM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIOM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small>	JOB #:	6023-7
			SCALE:	N/A
			DATE:	10/9/2018
			BY:	P.E.R.
			CHECKED:	M.D.A.
			F.B. --- PG. --	
			SHE	

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10/06/2020

