

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2025, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

3151 NF Owner LLC a foreign limited liability company with offices located at 375 Park Avenue, Suite 3000, New York, NY 10152, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, LICENSEE owns the Property located at 3151-3251 N. Federal Highway, Pompano Beach, FL 33064 ("Property") which it intends to develop with a mixed-use project; and

WHEREAS, the City Code required Licensee, as part of the Project, to dedicate a 5-foot-wide strip of the Property, which is currently improved with a wall, to the City for Right of Way purposes, which strip is more specifically identified in the attached Exhibit A ("License Area"); and

WHEREAS, Licensee has obtained site plan approval to develop the Property with a mixed-use Project which includes maintaining the existing wall and adding landscaping to License Area, which features and improvements are identified in the site plan attached as Exhibit B ("Approved Site Plan"); and

WHEREAS, Licensee desires to obtain a license from CITY over the License Area so that Licensee can use the existing wall for territorial security for the Project and improve the area with new landscaping; and

WHEREAS, LICENSEE's proposed use of CITY's right-of-way will not interfere with the rights enjoyed by the public nor will such use result in a direct or indirect cost to the public;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. AUTHORIZATION AND DESCRIPTION OF PROPERTY.

CITY grants to LICENSEE, and LICENSEE accepts from CITY, a non-exclusive license to occupy the License Area. Licensee is authorized by City to allow the existing wall to remain in the License Area, to improve and maintain the wall, and to install and maintain landscaping in the License Area, as shown in the Approved Site Plan. In exchange, LICENSEE agrees to pay CITY as compensation for this License in the sum of One Dollar (\$1.00) per annum. Receipt of the first payment of One Dollar (\$1.00) is acknowledged.

2. TERM.

The term of this license shall run in perpetuity provided the LICENSEE continues to maintain the License Area in good operating condition as determined by the CITY and the surrounding Property in substantially the same condition as it existed prior to the Improvements being installed by Licensee and also as reasonably determined by the CITY. Should the CITY reasonably determine that the LICENSEE has failed to maintain the Improvements, that a higher municipal use is required of subject Property, that the public's health, safety or welfare is at risk, or that it wishes to terminate this Agreement for any other reason, then LICENSEE shall be notified to immediately cease use of the Property as it relates to the installation and maintenance of the Improvements. Notice shall be sent in writing, in accordance with Paragraph 13 hereof.

3. USE OF PREMISES.

A. LICENSEE shall use and occupy the License Area only for the purposes identified in paragraph 1.

B. LICENSEE specifically agrees that the Property shall not be used for any other purpose whatsoever without the CITY's written consent. LICENSEE shall not permit the licensed Property to be used or occupied in any manner that is inconsistent with the use granted or that violates any laws or regulations of a governing authority. LICENSEE shall at all times, with the exception of when work is being done as approved by CITY, keep and maintain Property in as good of a condition or better than existing at the start of construction of any Improvements. LICENSEE shall provide documentation (such as pictures) to the CITY Engineer to establish the conditions that existed on the Property prior to construction. Any and all damage caused as a result of such installation of the Project Improvements to any Property elements, including, but not limited to pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, located within the CITY right-of-way shall be restored or repaired to a condition equal to or better than that existed prior to commencement of construction or installation of the Project Improvements. Similarly, LICENSEE shall be responsible for damage to any subsurface features including, but not limited to, water service lines, utility access lines, covers, water meter boxes, water isolation valve systems, and sanitary sewer cleanouts that may deteriorate as a result of removing asphalt, base materials, compaction, or paving operations. LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. LICENSEE shall notify all necessary utility companies, 48 hours in advance prior to digging for verification of all underground utilities, irrigation and any other obstructions and coordinate such utility review prior to initiating Improvements. LICENSEE agrees that this license is contingent upon LICENSEE submitting for all required permits with the appropriate fee, along with a site plan or location plan, blueprints and other documentation as required by the City for the issuance of a permit and granting of this License. Compliance with this Agreement does not in any way waive any other CITY building or construction ordinances, fees or requirements. LICENSEE shall not commence construction or occupy the right-of-way prior to obtaining all necessary permits and approvals.

4. ASSIGNMENT.

LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this License to any other person or business entity without the CITY's prior written consent. In the event of an attempt to assign, transfer, convey or otherwise dispose of this License to any person or business

entity not specifically a party to this Agreement and License, then this License shall be null and void and terminated without notice to LICENSEE.

5. MAINTENANCE.

LICENSEE agrees to at all times maintain and repair, during the term of this Agreement, at its sole cost and expense the License Area in good working condition, as reasonably determined in the CITY's sole discretion. LICENSEE assumes all risks in the operation and maintenance of the License Area and shall be solely responsible and answerable for damages related to all accidents or injuries to person or property arising out of or caused in the performance of any of the work done pursuant to the Agreement, regardless whether occasioned by the LICENSEE, its officers, employees, contractors or agents. LICENSEE further agrees that it shall not make any alteration to the License Area that would increase the size or capacity or any other substantial alteration without the CITY's prior written consent.

6. INDEMNIFICATION.

A. LICENSEE shall indemnify, defend and hold harmless the CITY and its officials, agents and employees from and against any and all claims, losses, suit actions, damages, liabilities, expenditures, or causes of action, including attorney fees, of any kind arising from this Revocable License Agreement. LICENSEE acknowledges and agrees that the annual License fee paid and the benefit it receives from its use of CITY's right-of-way under this Agreement shall serve as consideration for such indemnification.

B. LICENSEE shall be solely responsible and answerable for damages related to all accident or injuries to person or property arising out of or caused in the performance of the Project done pursuant to this Agreement by or on behalf of LICENSEE. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY as provided for in § 768.28, Florida Statutes.

7. INSURANCE.

LICENSEE shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond CITY may require, which insurance will protect LICENSEE, CITY, and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property during the term of this agreement and any renewals. The insurance policy shall contain a sixty (60) day cancellation clause period and a Certificate of Insurance shall be furnished the CITY, naming the City of Pompano Beach as an additional insured pursuant to this Agreement, said Certificate of Insurance to be approved by the CITY's Risk Manager prior to execution of this Agreement. A copy of said Certificate is attached hereto and designated as Exhibit "C."

8. TAXES. As further consideration of this License Agreement, LICENSEE further agrees to pay any taxes of whatever nature which may validly be levied against the premises or pursuant to this Agreement during the continuance of this Agreement.

9. AMENDMENTS.

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

10. SURRENDER UPON TERMINATION.

A. LICENSEE shall peaceably surrender this License and restore the licensed Property to its original condition or better upon CITY's written notice, as provided for in Section 13, that LICENSEE has failed to maintain the Improvements to the CITY's satisfaction or other reasons as provided for in Section 2 of this Agreement.

B. LICENSEE shall remove from the licensed Property, at LICENSEE's own expense, any Improvements, fixtures, equipment or other personal property and, thereafter, the License shall be considered abandoned and terminated. Upon completion of LICENSEE's removal, the condition of the Property shall be such that it is safe and not a hazard and in its original condition or better as determined by the CITY.

11. NONWAIVER.

Failure of the CITY to insist upon strict performance of any covenant or condition of this Revocable License, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Revocable License Agreement shall be waived or modified except by the Parties in writing.

12. TERMINATION.

This Revocable License Agreement may be terminated by either party with reasonable cause for the reasons described in Section 2 at any time during the term, upon sixty (60) days written notice to the other of its desire to terminate this Revocable License Agreement. In addition to the conditions set forth in Section 2 above, it is expressly understood by the parties that LICENSEE is receiving from CITY a Revocable License that may be terminated by the CITY due to failure by the LICENSEE to maintain the Improvements, CITY's need to use the Property for a higher municipal purpose, LICENSEE's use of the Property poses a risk to the public's health, safety or welfare as determined by CITY, or CITY's convenience. LICENSEE shall be solely responsible for any expenses incurred to remove its personal property including equipment, with no right to compensation of any kind from CITY. Where LICENSEE's use poses a risk to the public's health, safety or welfare, the LICENSEE shall receive written notice to immediately cease and desist such use and shall promptly remove the Improvement as determined by CITY, in the CITY's sole discretion.

13. NOTICES.

Any notice or demand under the terms of this Revocable License Agreement or by any statute or ordinance that must be given or made by a party hereto shall be in writing and shall be given by certified mail to the other party at the address set forth below or to such other address as such party may from time to time designate by notice, except where otherwise provided.

Addresses of the parties are as follows:

FOR CITY: City Manager
City of Pompano Beach

100 West Atlantic Blvd.
Pompano Beach, Florida 33060

COPY TO: Director of Development Services
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, Florida 33060

City Engineer
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

FOR LICENSEE: 3151 NF Owner LLC
375 Park Avenue, Suite 3000
New York, NY 10152
Attention: Maurice Kaufman

Greenspoon Marder LLP
Attn: Matthew Scott, Esq.
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

14. MISCELLANEOUS PROVISION.

It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that it is a License, not a Lease; that the LICENSEE's right to occupy the right-of-way is subordinate to CITY's (or any franchisee of CITY) use of the licensed Property and, should any relocation of any CITY owned utility be necessitated at any time in the future, then LICENSEE shall relocate the Improvements, subject to approval of relocation plans by the CITY, if practicable, or LICENSEE shall terminate its use of the licensed Property at its own expense.

15. LAWS AND ORDINANCES.

LICENSEE shall observe all laws and ordinances of the city, county, state and federal governing authorities directly relating to the Property's use.

16. RECORDATION OF AGREEMENT.

This Revocable License Agreement shall be recorded in the Public Records of Broward County, Florida, at the LICENSEE's expense, with a copy given to CITY.

17. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

A. The Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of state and federal courts located in Florida with respect to claims under this Revocable License Agreement.

The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise, but the LICENSEE and the CITY waive all rights to sue or collect from the other any damages other than direct damages and they expressly waive benefit of the bargain, punitive, special, exemplary, treble or consequential damages.

C. By entering into this Agreement, the Parties expressly waive any rights either party may have to a trial by jury of any litigation related to this agreement. If a party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other party of violation of this section, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

19. NO THIRD PARTY BENEFICIARIES.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this License Agreement. None of the parties intends to directly or substantially benefit a third party by this License Agreement. The parties agree that there are no third party beneficiaries to this License Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this License Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

20. NONDISCRIMINATION.

LICENSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this License Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

21. CONTINUITY.

This License Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

22. PUBLIC RECORDS.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

(1) Keep and maintain public records required by the CITY in order to perform the service.

(2) Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CITY.

(4) Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. FORCE MAJEURE.

Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

24. ENTIRE AGREEMENT AND INTERPRETATION.

A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

B. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of one party, and therefore construed against either party.

C. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

Print Name and Address

By: _____
GREGORY P. HARRISON, CITY MANAGER

Print Name and Address

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

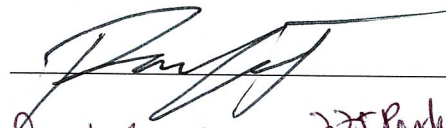
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

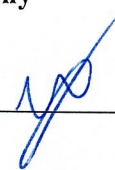
"LICENSEE":

Witnesses:


Zach Arler 375 Park Ave
NY, NY
Print Name and Address


Paul Comed 375 Park Ave
NY, NY
Print Name and Address

3151 NF Owner LLC, a foreign limited liability company

By: 

Maurice Kaufman

Typed or Printed Name

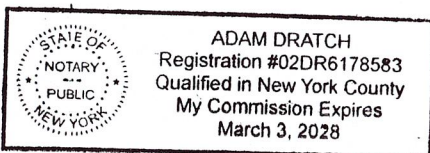
Title: Authorized Signatory

(SEAL)

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 28th day of July, 2025, by Maurice Kaufman as Authorized Signatory of 3151 NF Owner, LLC, a Foreign Limited Liability Company, LICENSEE. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



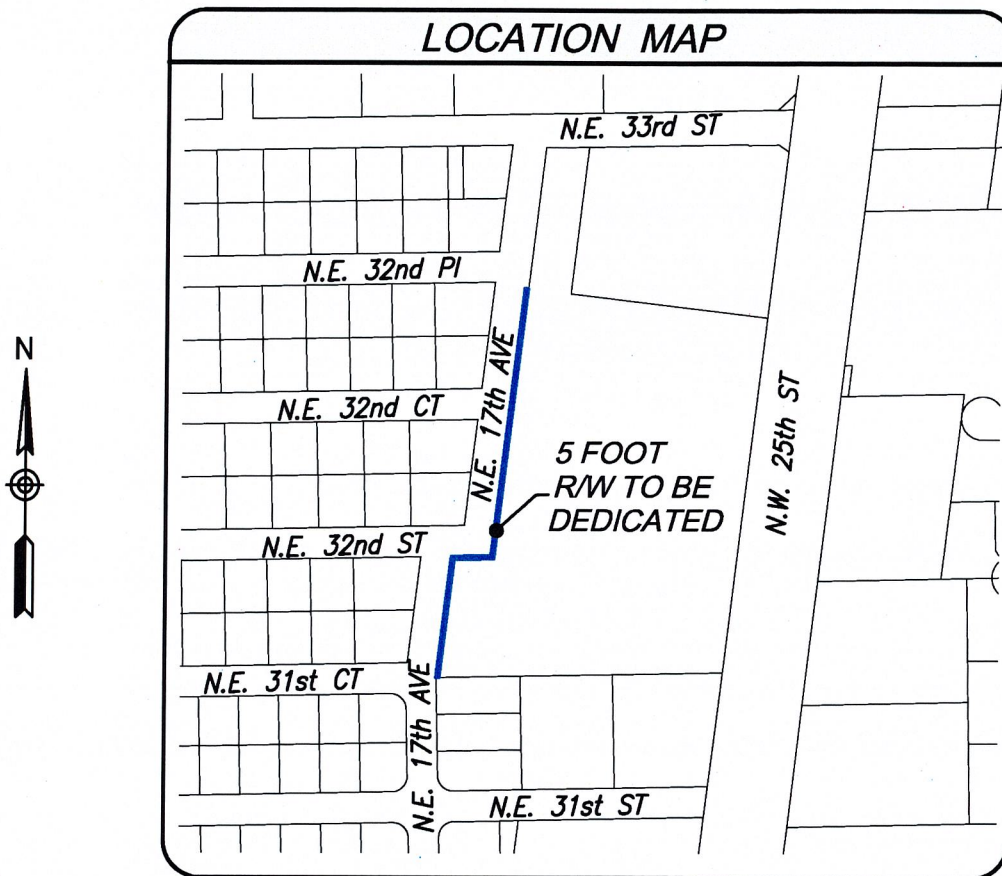

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ New York

Adam Dratch
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

Exhibit A (License Area)

EXHIBIT "A"
5 FOOT RIGHT OF WAY TO BE DEDICATED
SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST



A PORTION OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST,
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA
SCALE 1"=300'

NOTES:

1. PREPARED FOR: PROPERTY INVESTMENTS OWNER LLC.
2. PROPERTY ADDRESS: 3151-3152 N FEDERAL HWY, POMPANO BEACH, FL 33062
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS STRIP OF LAND FORMS A CLOSED GEOMETRIC FIGURE.
5. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MARCH 19, 2025.
6. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

J.Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 154991
DATE: 03/12/25 SHEET 1 OF 4 SHEETS F.B. N/A PG. N/A

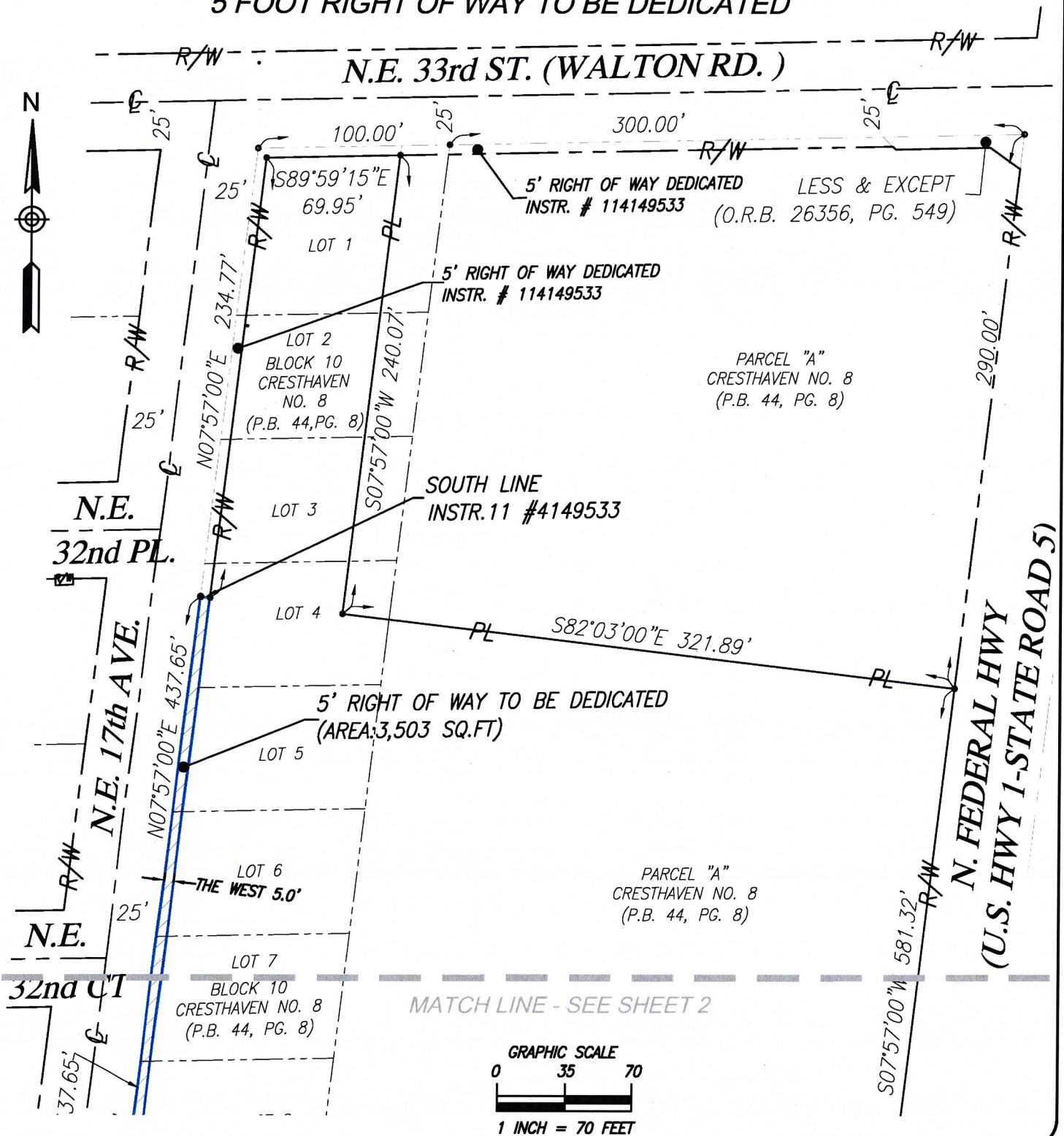
SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
5 FOOT RIGHT OF WAY TO BE DEDICATED



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION No. LB8092
 3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
 (P) 305-526-0606 (E) info@jhasurveys.com

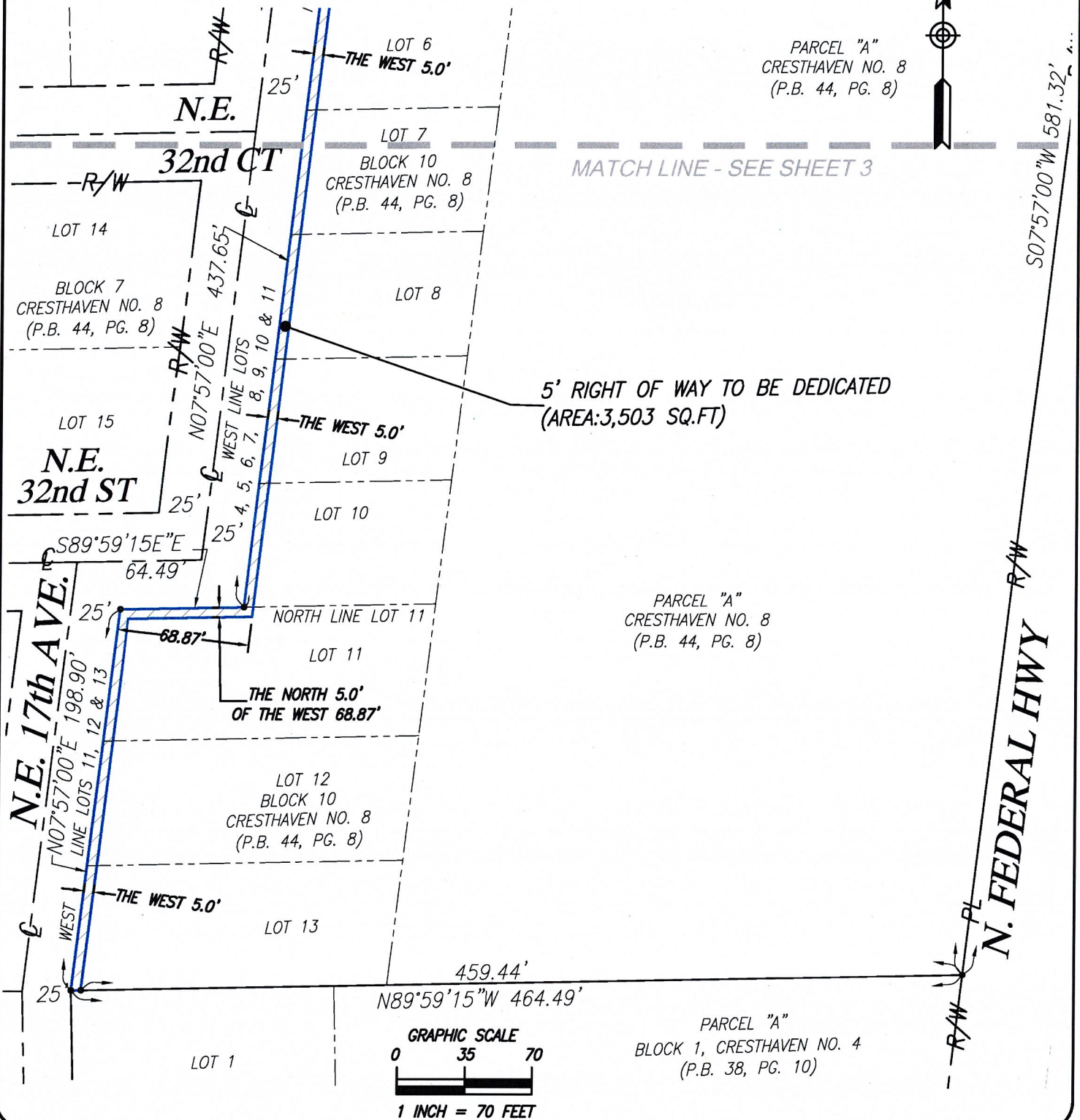
DRAWN BY: C.A.F. **CHECKED BY:** J.G.H. **JOB NUM.:** 154991
DATE: 03/12/25 **SHEET 3 OF 4 SHEETS** **F.B. N/A PG. N/A**

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY: Jose G. Hernandez
JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
5 FOOT RIGHT OF WAY TO BE DEDICATED



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION No. LB8092
 3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
 (P) 305-526-0606 (E) info@jhasurveys.com

LAND SURVEYORS

DRAWN BY: C.A.F. **CHECKED BY: J.G.H.** **JOB NUM.: 154991**
DATE: 03/12/25 **SHEET 2 OF 4 SHEETS** **F.B. N/A PG. N/A**

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT
 PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "A"
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
5 FOOT RIGHT OF WAY TO BE DEDICATED

THE WEST 5 FEET OF LOT 4, BLOCK 10, CRESTHAVEN NO 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE SOUTH LINE OF 5 FEET RIGHT OF WAY DEDICATION AS RECORDED IN INSTRUMENT No. 114149533 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

TOGETHER WITH:

THE WEST 5.00 FEET OF LOTS 5, 6, 7, 8, 9 AND 10, BLOCK 10, CRESTHAVEN NO 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH

THE NORTH 5.00 FEET OF THE WEST 68.87 FEET OF LOT 11, BLOCK 10, CRESTHAVEN NO 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 5.00 FEET OF LOTS 11, 12 AND 13, BLOCK 10, CRESTHAVEN NO 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID EASEMENT CONTAINING 3,503 SQUARE FEET MORE OR LESS.

LYING AND BEING IN SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

LEGEND

— — — — —	DENOTES RIGHT OF WAY TO BE DEDICATED	O.R.B.	DENOTES OFFICIAL RECORD BOOK
— — — — —	DENOTES CENTER LINE	P.O.B.	DENOTES POINT OF BEGINNING
— R/W — — —	DENOTES RIGHT-OF-WAY LINE	INST.	DENOTES INSTRUMENT
P.B.	DENOTES PLAT BOOK	PL	DENOTES PROPERTY LINE
PG.	DENOTES PAGE		



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.	CHECKED BY: J.G.H.	JOB NUM.: 154991
DATE: 03/12/25	SHEET 4 OF 4 SHEETS	F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

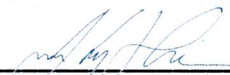
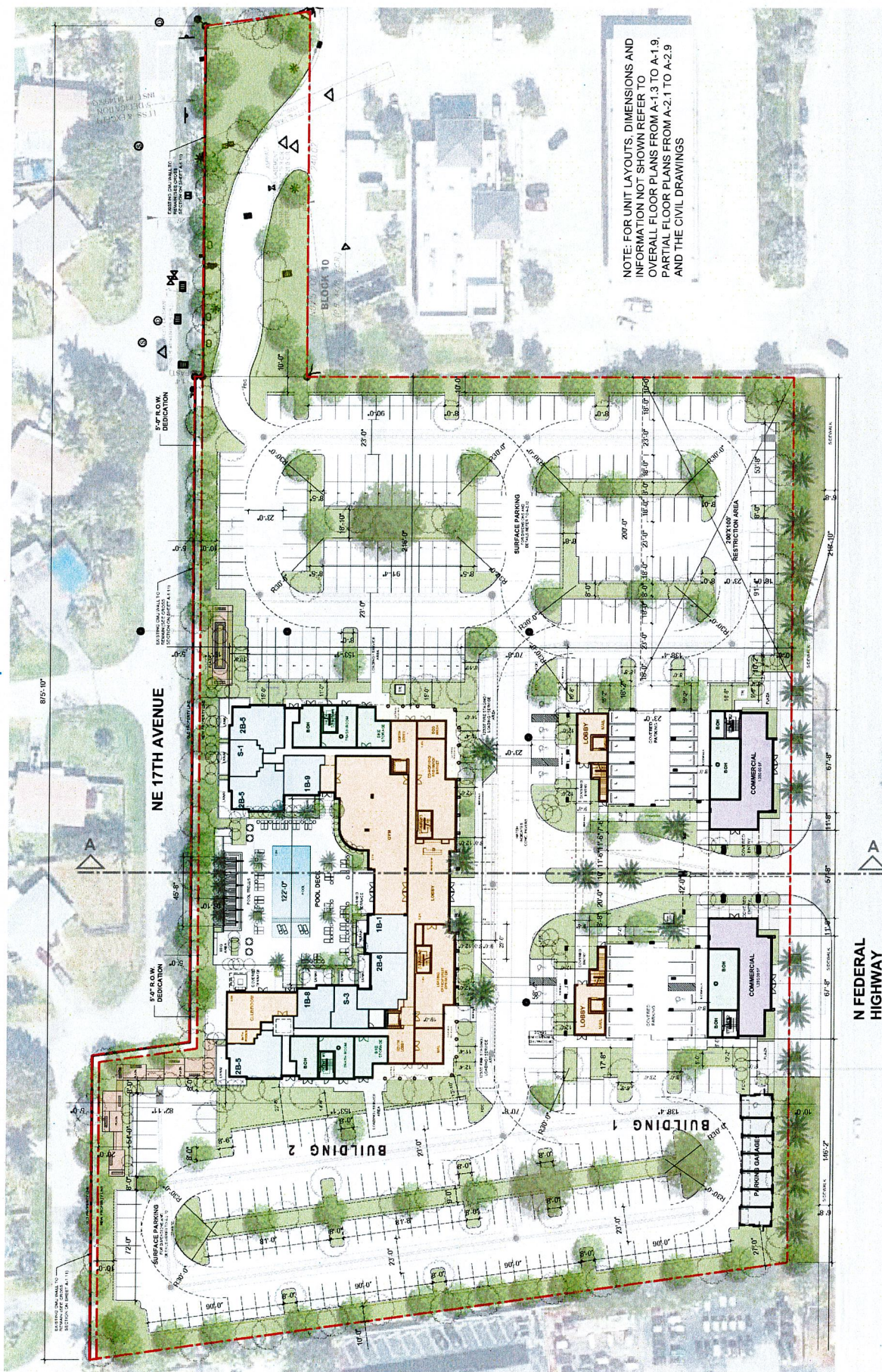

JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

Exhibit B (Approved Site Plan)

PROPOSED ILLUSTRATIVE SITE PLAN
SCALE 1" = 60'

SCALE 1" = 60'

NOTE: FOR UNIT LAYOUTS, DIMENSIONS AND INFORMATION NOT SHOWN REFER TO OVERALL FLOOR PLANS FROM A-1.3 TO A-1.9, PARTIAL FLOOR PLANS FROM A-2.1 TO A-2.9 AND THE CIVIL DRAWINGS



ZONING LEGEND

"3151 N FEDERAL" (UNDER LIVE LOCAL ACT)

SITE INFORMATION	
Property location	6.124 ac (266,736.69) DEDUCTING 5' 0" ROW DEDICATION
Net lot area	7.13 AC (310,933 SF)
Gross lot area	COMMERCIAL (C)
Land use designation	GENERAL BUSINESS (B3)
Zoning district	VACANT
Current use of property	BROWARD COUNTY WASTE MANAGEMENT SERVICES
Water service provider	BROWARD COUNTY WASTE MANAGEMENT SERVICES
Wastewater service provider	+12.00' NAVD (PER CIVIL ENGINEER)
Building F.F.E.	
Density	90 DU/AC (558 DU/S) (PTR LMT LOCAL ACT)
Allowed	302 UUS
Provided	325,000.00 S.F.
Gross building area	
Permitted	31.3% (83,526 S.F.) (MIN. 10% PER LIVE LOCAL)
Landscaping	17.7% 47,300.00 S.F. (MAX 70% PER LIVE LOCAL)
Impervious	43.3% 115,500.00 S.F.
Lot coverage (b)	9.05% 24,768.00 S.F.
Vehicle use area (b)	40.41% 107,795.00 S.F.
Other impervious (b)	
Open Space (landscape & other impervious)	
REGULATORY GUIDELINES	
Setbacks	PROVIDED
Front yard (East) - Federal Highway	10' 0"
Rear yard (West) - N.E. 17th Avenue	10' 0" FROM 5' 0" ROW DEDICATION LINE
1st to 4th level	18' 1" FROM 5' 0" ROW DEDICATION LINE
5th to 7th level (1" for carport of ft over 40' +10')	55' 1" FROM 5' 0" ROW DEDICATION LINE
Interior side yard (North)	216' 0"
Interior side yard (South)	27' 0"
Unit mix	PROVIDED
Studio	36 units AVERAGE SIZE = 524 SF
1 Bedroom	127 units AVERAGE SIZE = 675 SF
2 Bedrooms	120 units AVERAGE SIZE = 980 SF
3 Bedrooms	19 units AVERAGE SIZE = 1,275 SF
Total	302 units
Parking requirements	
Residential	REFER TO TABLES 1, 2 AND 3 ON SHEET A-1.10
Studio	(FOR THE MINIMUM MINIMUM MINIMUM SPACES)
1bd	SHALL PROVIDE A MINIMUM OF 1 SPACE PER 100 SF OF GROSS FLOOR AREA, WITH A MINIMUM
2bd	OF 1 SPACE PER UNIT. IF UNITS WITH 3 BEDROOMS OR MORE AND COMMERCIAL SPACE SHALL
3bd	COMPLY WITH MINIMUM (SEE REQUIREMENTS)
Subtotal	PARKING REQUIRED
Commercial	302 units
1 SP x 300 sf	GUEST PARKING
PROVIDED	2,700 SF
Deck	391 sp
Surface	PARKING PROVIDED
Detached garage	N/A
GRAND TOTAL PROVIDED	304 sp INCLUDING JANITORIAL SPACES AND LP TS
Bicycle racks/bicycle storage	7 sp
Residential @ 4/10sp (20 max on each parking area)	391 sp
	25

Notes:

- ADA spaces provided (included in Total Provided)
- Provided ADA spaces meet ADA Standards for Accessible design 4.1.2 (5)
- All site calculations are based on Lot Net Area
- Additional safety provisions (such as pavement marking and convex mirrors) shall be utilized/installed in or near the staging areas
- Project shall incorporate BDA system into each building

3151 Coral Way, Suite 400
 Ft. Lauderdale, FL 33305
 Tel: (305) 854-4070
 Fax: (305) 854-4070
 www.barchitect.com

ANILLO
 TOLEDO
 LOPEZ



ATLAS PICTURE

3151 N FEDERAL
 PROPOSED MIXED USE PROJECT
 3151 3251 N FEDERAL HIGHWAY, POMERANO BEACH FL

ARCHITECT
 ANILLO
 07/15/2024
 Scale: As Shown
 Drawn by: A.L.L.

A-1.1

Exhibit C (Certificate of Insurance)



AMACHOL-01

GLORIMARPEREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED AMAC Holdings LLC 375 Park Ave, Ste. 3000 New York, NY 10152	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER B : XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : James River Insurance Company	12203	INSURER B : XL Insurance America Inc	24554	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : James River Insurance Company	12203														
INSURER B : XL Insurance America Inc	24554														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	P0000001608	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 2,500
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	AUR0504410	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ Aggregate \$ 25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3151 North Federal Highway, Pompano Beach, FL.

APPROVED

By David Daley at 12:04 pm, Jun 24, 2025

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE