

Return recorded copy to:

PLAT REL

Plat Book 111, Page 33

Urban Planning Division
1 North University Drive, Box 102A
Plantation, Florida 33324

Document prepared by:

Damian Thomason
D.E.T. Strategic Consultants, LLC
12385 N. Parkland Bay Trl.
Parkland, FL 33076

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Festival Real Estate, LLC, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on Tracts A and B of Pompano Industrial Park Third Addition Plat, Plat No./Clerk's File No. PB 111, PG 33 (010-UP-81), hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on November 18, 1981; and

WHEREAS, a description of the the DEVELOPERS's portion of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of March 14, 2023; **Item No.38**

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. In the event that all the owners and/or mortgagees of property within the PLAT being amended are not parties to this Agreement, DEVELOPER hereby agrees to indemnify, defend, and hold COUNTY harmless from any claims or causes of action brought by owners and/or mortgagees of property within the PLAT as a result of this Agreement for Amendment of Notation on the Plat. This indemnification obligation shall run with the land and bind DEVELOPER's successors and assigns.
4. **NOTICE.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Broward County Urban Planning Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

For the DEVELOPER:

Festival Real Estate, LLC

696 NE 125th St.

North Miami, FL 33161

5. **RECORDATION; RUNS WITH THE LAND.** This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. This Agreement, including the benefits and obligations contained herein, shall run with the land and be binding on and inure to the benefit of DEVELOPER and its grantees, successors, heirs, and assigns holding title to, or otherwise having an ownership interest in, all or a portion of the PLAT.
6. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the

Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the state of Florida.


7. **NOTATIONS.** All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
8. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
12. **FURTHER ASSURANCES.** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14th day of March, 2023, and DEVELOPER, signing by and through its manager, duly authorized to execute same.

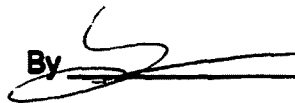
COUNTY

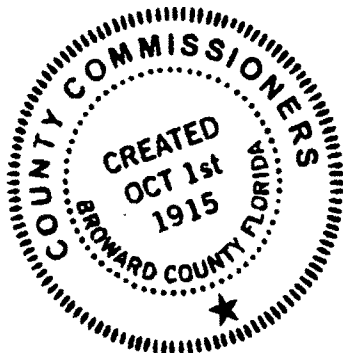
ATTEST:



County Administrator, as Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By  _____
Mayor
9th day of June, 2023



Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By Jennifer Brown Digitally signed by Jennifer Brown
Date: 2023.06.07 10:01:50 -04'00'
Assistant County Attorney

____ day of _____, 20____

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature) [Signature]
 Print name: Alex Rodriguez

(Signature) [Signature]
 Print name: Carlos Segura

Festival Real Estate, LLC

Name of Developer (corporation/partnership)

By [Signature]
 (Signature)

Print name: Yoram Izhak

Title: Manager

Address: 696 NE 125th St.

North Miami, FL 33161

10 day of MAY, 2023

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

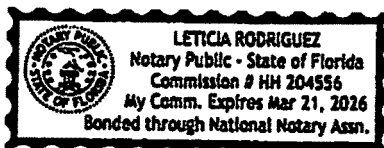
Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of May, 2023 by Yoram Izhak, the Manager, on behalf of the FESTIVAL REAL ESTATE, a LIMITED LIABILITY COMPANY. He/She is ☒ personally known to me or ☐ produced identification. Type of identification produced _____.

(Seal)

(Signature) [Signature]Printed Name: Leticia Rodriguez

Notary Title/Rank: _____

Notary Serial Number, if any: _____

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

[Signature]
(Signature)

Print name: Gail Hernandez

[Signature]
(Signature)

Print name: Amber Welch

Ocean Bank

Name of Mortgagee (corporation/partnership)

By [Signature]
(Signature)

Print name: Jesus R. Garcia

Title: Senior Vice President

Address: 780 NW 42nd Avenue

Miami, FL 33126

15th day of May, 2023

ATTEST (if corporation):

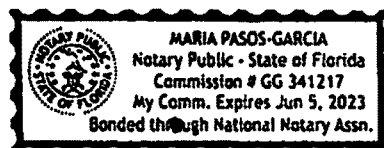
[Signature]
(Secretary Signature)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of May, 2023, by Jesus R. Garcia, the Sr. Vice President on behalf of the Ocean Bank, a Florida banking corporation. He/She is ☒ personally known to me or ☐ produced identification. Type of identification produced _____.

(Seal)



[Signature]
(Signature)

Printed Name: Maria Pasos Garcia
Notary Title/Rank: Notary Public State of Florida
Notary Serial Number, if any: 65341217

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Tracts A and B, POMPANO INDUSTRIAL PARK THIRD ADDITION, according to the Plat thereof, as recorded in Plat Book 111, Page 33, of the Public Records of Broward County, Florida, together with all of vacated Northwest 29th Avenue and a portion of vacated Northwest 34th Place adjoining said Tracts A and B, being more particularly described as follows:

Beginning at the Southwest corner of said Tract A; thence along the West boundary of said Tract A, North 00 degrees 17' 02" East, 580.11 feet; thence along the Northwest boundary of said Tract A, North 45 degrees 46' 47" East, 136.71 feet; thence along the North boundary of said Tract A, North 85 degrees 27' 59" East, 292.89 feet; thence continuing along said North boundary, the North boundary of Northwest 29th Avenue vacated by Ordinance No. 85-11 of the City of Pompano Beach, Broward County, Florida, and recorded in Official Records Book 12186, Page 68, of the Public Records of Broward County, Florida, and the North boundary of said Tract B, North 89 degrees 41' 47" East, 1285.19 feet; thence along the Northeast boundary of said Tract B, South 44 degrees 59' 28" East, 49.77 feet; thence along the East boundary of said Tract B and the East boundary of Northwest 34th Place vacated by said Ordinance No. 85-11 of the City of Pompano Beach, Broward County, Florida, and recorded in Official Records Book 12186, Page 68, of the Public Records of Broward County, Florida, South 00 degrees 19' 17" West 661.16 feet; thence South 89 degrees 41' 47" West, along the Southerly right-of-way line of said vacated Northwest 34th Place, and along the South boundary of said Tract A, 1709.50 feet to the Point of Beginning.

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

This plat is restricted to 182,312 square feet of commercial use on Tract C and 165,000 square feet of Industrial use on Tract D. Any structure within this Plat must comply with Section IV D.1.f., Development Review Requirements, of the Broward County Land Use Plan regarding hazards to air navigation.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

This plat is restricted to 382,000 square feet of commercial use on Tracts A and B; 20 fueling positions with a 6,000 square foot convenience store, 5,000 square feet Proposed Note: of a fast-food with drive-thru on Tract B; 182,312 square feet of commercial use on Tract C; and 165,000 square feet of industrial use on Tract D.

EXHIBIT "B" - CONTINUED

☒ **Air Navigation Hazards.**

Any structure within this Plat shall comply with Section 2(1)(f), Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.