

PLAT REL

Return recorded copy to:
David G. McGuire
Broward County Highway Construction
& Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

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

NOTICE: PURCHASERS, GRANTEES, 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 THAT RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

AMENDMENT TO NONVEHICULAR ACCESS LINE

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" (collectively referred to as the "Parties").

A. Developer holds fee simple title to the property described in Exhibit "A," attached hereto and made a part hereof, hereinafter referred to as "Property."

B. Vehicular access to the Property is restricted by virtue of that certain Nonvehicular Access Line that is reflected on the POMPANO INDUSTRIAL PARK THIRD ADDITION Plat, Plat No./Clerk's File No. PB 111, PG 13, hereinafter referred to as the "Plat"; or, if applicable, that is reflected on a previous Amendment to Nonvehicular Access Line approved by County on _____, _____.

C. A description of the platted area, including the Nonvehicular Access Line, is attached hereto as Exhibit "B" and made a part hereof.

D. Developer desires to modify vehicular access to the Property at locations over and across the existing Nonvehicular Access Line.

E. Chapter 5, Article IX, of the Broward County Code of Ordinances, the "Land Development Code," authorizes County to approve amendments of Nonvehicular Access Lines.

F. Developer has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways.

G. County has no objection to amending the Nonvehicular Access Line and on March 14th, 2023, the Board of County Commissioners approved Developer's application for an amendment to the Nonvehicular Access Line in order to establish a new configuration more particularly described in Exhibit "C," attached hereto and made a part hereof.

H. Developer has complied with all the conditions of approval required by the Land Development Code, including execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.
2. County hereby amends the Nonvehicular Access Line on the Property described in Exhibit "B" and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line described in Exhibit "C."
3. Developer will obtain vehicular access to the Property through driveway openings and connections that are consistent with the new Nonvehicular Access Line described in Exhibit "C."
4. Developer shall obtain all necessary permits for construction of the driveway opening and connections from the appropriate unit of government prior to construction of any driveway connections.
5. Recordation. This Agreement shall be recorded in the Public Records of Broward County at Developer's expense, and the Nonvehicular Access Line created and described in Exhibit "C" and Developer's obligations set forth herein will run with the Property described in Exhibit "A."
6. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Broward County Highway Construction and
Engineering Division

1 North University Drive, Suite 300B
Plantation, Florida 33324
Email address: _____

For Developer:

Festival Real Estate, LLC

696 NE 125 St

North Miami, FL 33161

Email address: Alex.rodriguez@imcequitygroup.com

7. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL 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 WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
8. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements whether oral or written.
9. 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.

10. 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.
11. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
12. Exhibits; Priority of Provisions. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
13. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.
14. Assignment and Assumption. Developer may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." Developer agrees that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
15. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
16. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
17. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

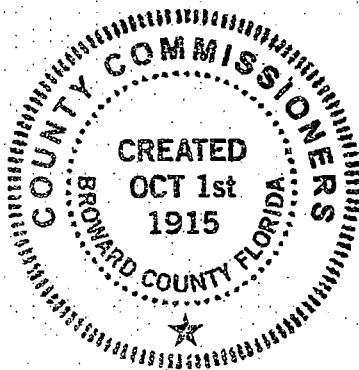
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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, 2024, and Developer, signing by and through its Manager duly authorized to execute same.

County

Attest:

Dr. Kyrin Campbell
for 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 Nan Rich
Mayor

29 day of October, 2024

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

ALEXIS
MARRERO-
KORATICH
By Alexis Marrero Koratich
Assistant County Attorney

Alexis Marrero Koratich

(Signature)

4th day of October, 2024

Developer – Corporation/Partnership

Witnesses (if partnership):

(Signature)

Print name: ALEX RODRIGUEZ

(Signature)

Print name: Carlos SeguraFestival Real Estate, LLC
Name of Developer (Corporation/Partnership)

By

(Signature)

Print name: Yoram IzhakTitle: ManagerAddress: 696 NE 125th St
North Miami FL 331619 day of May, 2024

Attest (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

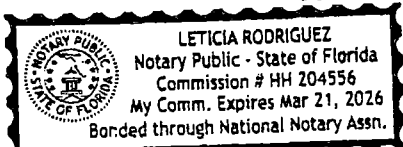
Print Name of Secretary: _____

Acknowledgment – Corporation/PartnershipSTATE OF Florida)
) SS
COUNTY OF Miami- Dade)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or☐ online notarizationthis 9 day of May, 2024 by
Yoram Izhak, as Manager of
Festival Real Estate, LLC, a Florida corporation/
partnership, on behalf of the corporation/partnership. He or she is:☒ personally known to me, or☐ produced identification. Type of identification produced _____

(Seal)



My commission expires:

NOTARY PUBLIC:

Print name: Leticia Rodriguez

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 will be subordinated to the foregoing Agreement.

Witnesses (if partnership):

(Signature) _____
 Print name: Miguel Montañez

(Signature) _____
 Print name: Eduardo Párcenas

Ocean Bank
 Name of Mortgagee (corporation/partnership)
 By _____
 (Signature)
 Print name: Jesus R. Garcia
 Title: Senior Vice President
 Address: 780 NW 42nd Ave
Miami, FL 33126
13 day of May, 2024

Attest (if corporation):

(Secretary Signature) _____
 Print Name of Secretary: MARIA MARTINEZ

(CORPORATE SEAL)

**Acknowledgment – Corporation/Partnership**

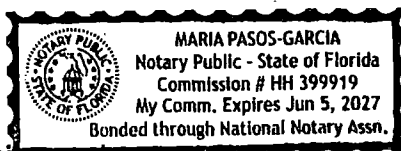
STATE OF _____)
) SS.
 COUNTY OF _____)

☒ The foregoing instrument was acknowledged before me by means of
☒ physical presence or
☐ online notarization

this 13 day of May, 2024, by Jesus R Garcia, as
Sr. Vice Pre: of Ocean Bank, a Florida Banking
corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)



My commission expires:

6/5/2027

NOTARY PUBLIC:

Maria Pasos Garcia
 Print name: Maria Pasos Garcia
HH 399919
Exp. 6/5/2027

EXHIBIT "A"

(Legal Description of Property)

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'

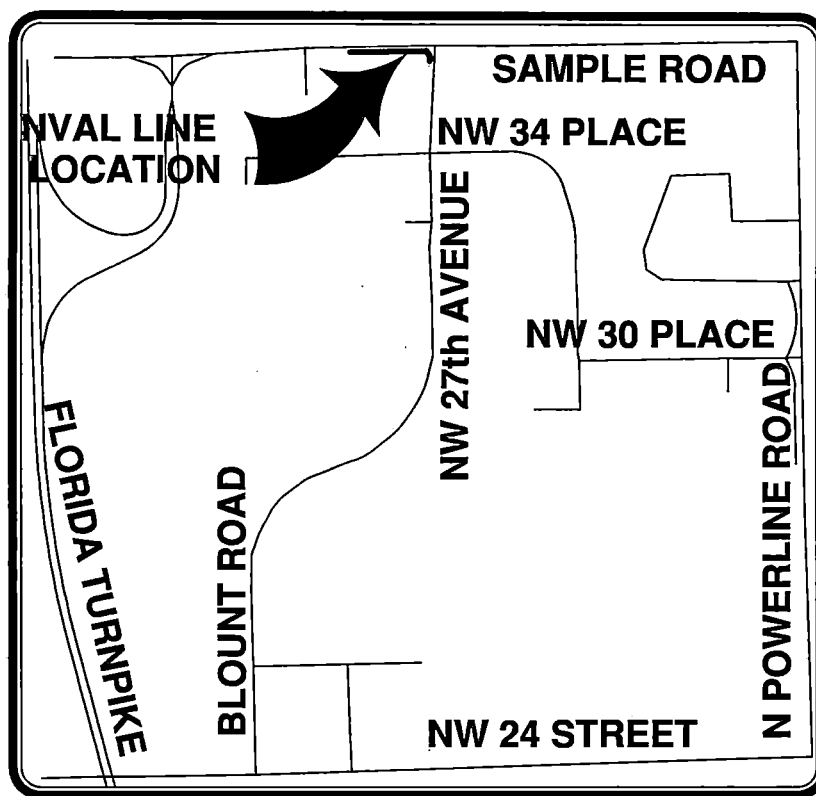
DESCRIPTION: (NON-VEHICULAR ACCESS LINE TO BE VACATED)

PORTIONS OF THE EAST, NORTH AND WEST LINE OF TRACT B, "POMPANO INDUSTRIAL PARK THIRD ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 111, PAGE 33, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER (N 1/4) OF SECTION 21, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE ALONG EAST LINE OF NW QUARTER (NW 1/4) OF SAID SECTION 21, S0°19'17"W 185.83 FEET; THENCE N89°40'43"W 40.00 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE EAST LINE OF SAID TRACT B; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: (1) N0°19'17"E 50.00 FEET; (2) N44°59'28"W 49.77 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT B S89°41'47"W 757.29 FEET TO THE WEST LINE OF SAID TRACT B; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: (1) S44°41'47"W 49.50 FEET; (2) S00°18'13"E 50.00 FEET TO THE POINT OF TERMINATION.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.



TOWNSHIP 48S - RANGE 42E - SECTION 21
LOCATION MAP
N.T.S.

SEE SHEET 2 OF 2 FOR SKETCH

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

FESTIVAL MARKETPLACE

MILLER LEGG

South Florida Office: 5747 N. Andrews Way
Ft. Lauderdale, Florida - 33309-2364
954-436-7000 • Fax: 954-436-8664
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55, 17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2021 A.D.
DATED THIS 12th DAY OF MAY 2021
MARTIN D. RUSSI
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OR LICENSE NO. 180

PROJECT NO. 18-00051

FILE SD-1

5/4/23	REVISED	LP	MR
DATE	REVISIONS	DWN.	CHK.

DRAWN BY: LP CHECKED BY: MR

SHEET 2 OF 2

ABBREVIATIONS:

O.R.B. - OFFICIAL RECORD BOOK
 P.B. - PLAT BOOK
 PG. - PAGE
 B.C.R. - BROWARD COUNTY RECORDS
 P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 P.O.T. - POINT OF TERMINATION
 NVAL - NON-VEHICULAR ACCESS LINE

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON PLAT BEARING OF S89°41'47"W ALONG THE NORTH LINE OF TRACT B AS SHOWN ON THE "POMPAÑO INDUSTRIAL PARK THIRD ADDITION", (P.B. 111, PG. 33, B.C.R.)

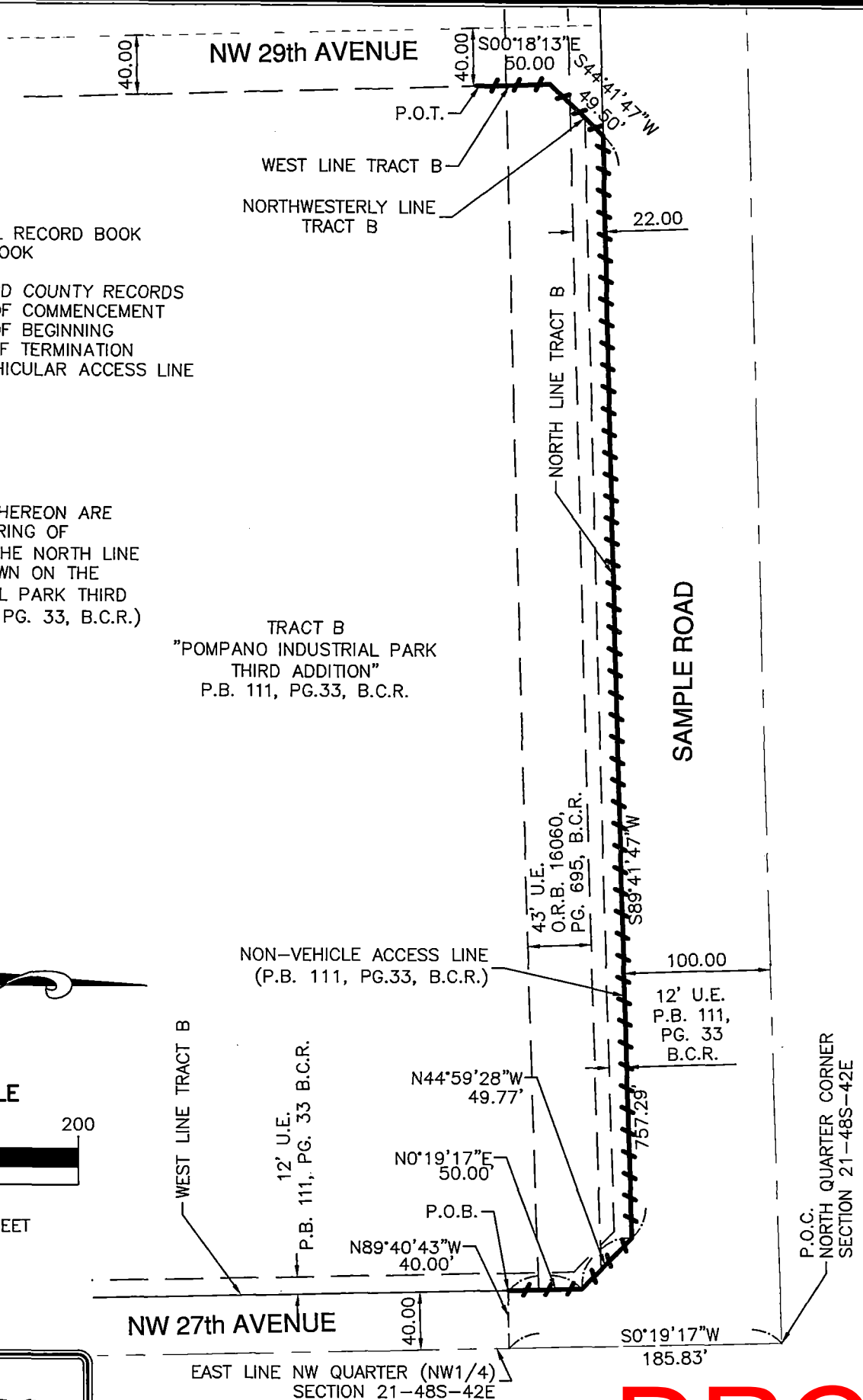
TRACT B
 "POMPAÑO INDUSTRIAL PARK
 THIRD ADDITION"
 P.B. 111, PG.33, B.C.R.



GRAPHIC SCALE



(IN FEET)
 1 INCH = 100 FEET



MILLER LEGG

South Florida Office: 5747 N. Andrews Way
 Ft. Lauderdale, Florida • 33309-2364
 954-436-7000 • Fax: 954-436-8684
 www.millerlegg.com

Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTIONPROJECT
18-00051FILE
SD-2

DRC

P224-12000024
 02/05/2025

EXHIBIT 'C'

SHEET 1 OF 2

DESCRIPTION: (NON-VEHICULAR ACCESS LINE)

PORTIONS OF THE EAST, NORTH AND WEST LINES OF TRACT B, "POMPANO INDUSTRIAL PARK THIRD ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 111, PAGE 33, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER (N 1/4) OF SECTION 21, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE ALONG EAST LINE OF THE NW QUARTER (NW 1/4) OF SAID SECTION 21, S0°19'17"W 399.16 FEET; THENCE N89°40'43"W 58.00 FEET TO THE POINT OF BEGINNING #1; THENCE ALONG A LINE 18.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT B, N0°19'17"E 281.13 FEET; THENCE ALONG NORTHEASTERLY LINE OF SAID TRACT B, N44°59'28"W 24.45 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT B, S89°41'47"W 338.14 FEET TO THE POINT OF TERMINATION #1;

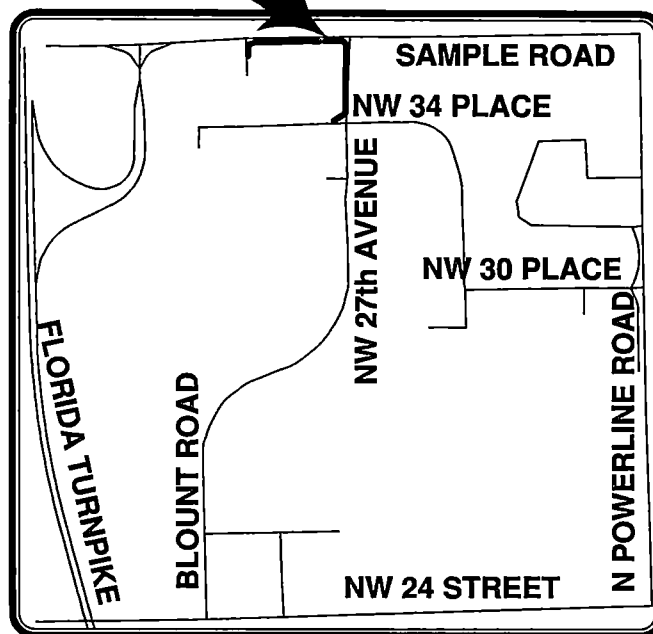
THENCE CONTINUE ALONG SAID NORTH LINE, S89°41'47"W 85.00 FEET TO THE POINT OF BEGINNING #2; THENCE CONTINUE ALONG SAID NORTH LINE S89°41'47" WEST 334.15 FEET; THENCE ALONG NORTHWESTERLY LINE OF SAID TRACT B, S44°41'47"W 49.50 FEET; THENCE ALONG WEST LINE OF SAID TRACT B, S00°18'13"E 65.01 FEET TO THE POINT OF TERMINATION #2.

TOGETHER WITH THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE SAID POINT OF BEGINNING #1; THENCE S0°19'17"W 35.00 FEET TO THE POINT OF BEGINNING #3; THENCE N89°41'47"E 16.00 FEET; THENCE ALONG A LINE 2.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF TRACT B, S01°19'17"W 280.30 FEET; THENCE ALONG SOUTHEAST LINE OF SAID TRACT B, S45°00'32"W 32.30 FEET TO THE POINT OF TERMINATION #3.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

**NVAL LINE
LOCATION**



TOWNSHIP 48S - RANGE 42E - SECTION 21
LOCATION MAP
N.E.S.

SEE SHEET 2 OF 2 FOR SKETCH

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

FESTIVAL MARKETPLACE**MILLER LEGG**

South Florida Office: 5747 N. Andrews Way
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I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DATED THIS 12th DAY OF MAY 2021 A.D.

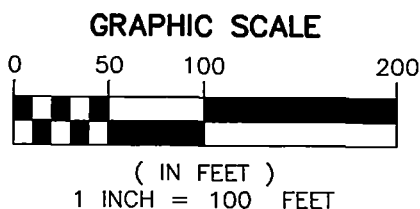
MARTIN F. ROSSI
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6857
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF THE SURVEYOR AND MAPPER
CERTIFICATE OF SURVEY NO. LB600

PROJECT
18-00051

FILE NO.
SD-1

5/4/23	REVISED		LP	MR	
4/12/23	REVISED NVAL		LP	MR	
DATE	REVISIONS		DWN.	CHK.	
DRAWN BY:	LP	CHECKED BY:	MR		

SHEET 2 OF 2

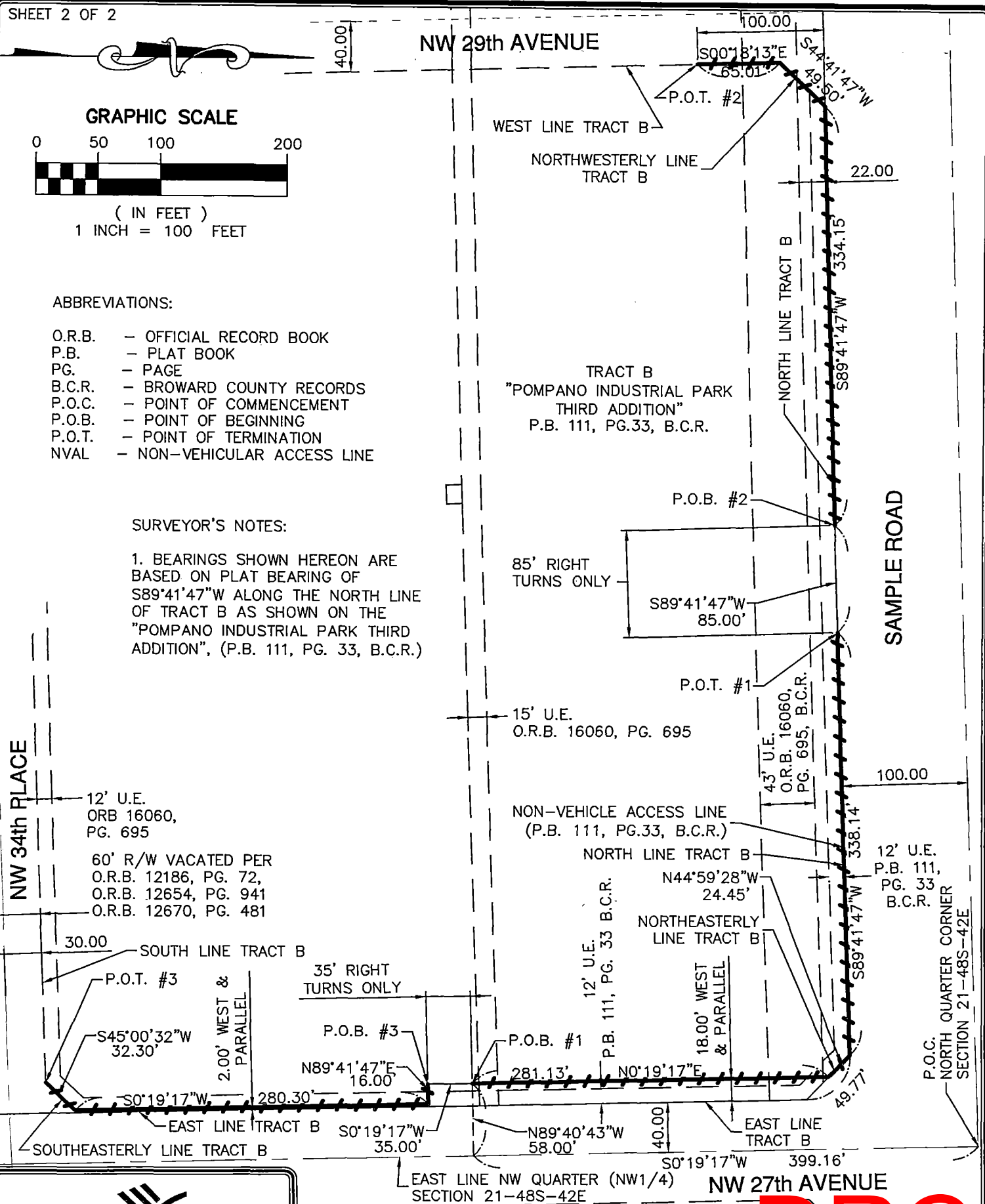


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"POMPAÑO INDUSTRIAL PARK THIRD
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MILLER  LEGG

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SKETCH & DESCRIPTION

PROJECT N
18-0005

SD-

PZ24-12000024

02/05/2025