

Return to: (enclose self-addressed stamped envelope)

Name: Melissa Groisman, Esq.

Address:

Greenspoon Marder LLP  
200 E. Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Melissa Groisman, Esq.  
Greenspoon Marder LLP  
200 E. Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

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## AMENDMENT TO LICENSE AGREEMENT

**THIS AMENDMENT TO LICENSE AGREEMENT** ("Amendment") is made and executed this \_\_\_\_\_ of \_\_\_\_\_, 2023, by **G&C POMPANO STATION, LLC**, a Florida limited liability company ("**Owner**") and **CITY OF POMPANO BEACH**, a Florida municipal corporation ("**City**"), collectively referred to as "the Parties".

### WITNESSETH:

WHEREAS, the Parties executed that certain License Agreement on January 25<sup>th</sup>, 2022, which Agreement was recorded on February 1<sup>st</sup>, 2022 in Official Records Instrument 117905403, in the Public Records of Broward County, Florida (the "Agreement"); and

WHEREAS, as contemplated in the Agreement, Owner is constructing an overhead walkway (the "Walkway") for pedestrian traffic, extending over NE 24<sup>th</sup> Avenue between Atlantic Boulevard and NE 2 Street, for the purpose of connecting the Buildings in the Development; and

WHEREAS, Owner wishes to modify the Agreement to allow for the addition of exterior signs to the Walkway, subject to the terms and conditions contained in this Amendment, and the City is amenable to such terms and conditions;

NOW THEREFORE, in consideration of the mutual Agreements, terms, and conditions set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Recitations/Defined Terms. The recitals set forth above are true and correct and are incorporated into this Amendment by this reference. Capitalized terms not defined in this Amendment shall have the meaning attributed to them in the Agreement.

2. Amendment to Agreement. Paragraph 2 of the Agreement is amended by adding subparagraph (h) as follows:

(h) Notwithstanding the foregoing, Owner may, at its sole cost and expense, install signage upon the Walkway consistent with the sketch attached and incorporated as Schedule "1" (the "Bridge Signage"). Owner warrants that the combined square footage of the Bridge Signage and any other signage related to the Project, including but not limited to building signs, wall signs, and monument signs, whether currently in existence or planned for the future, will not surpass the maximum square footage permitted under Chapter 156 of the Code of the City of Pompano Beach (Sign Code) and will demonstrate satisfaction with the design standards within the City Sign Code and the City's desired aesthetics including, but not limited to, the design, location, and appearance. Owner also warrants to submit a sign code compliance permit application for review and approval of any other signage related to the Project. In the event of the expiration or termination of the Agreement, the Bridge Signage shall be removed by the Owner, at its sole cost and expense.

3. Recordation and Effective Date. This Amendment shall be effective as of the date that it is recorded in the Public Records of Broward County, Florida. This Amendment shall inure to the Parties, their successors and assigns, and shall run with the land.

4. Agreement. Except as modified in this Amendment, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day first above written.

**OWNER:**

Signed, sealed and delivered  
In the presence of:

**G&C POMPANO STATION, LLC**, a  
Florida limited liability company

By: G&C Pompano Management, LLC, a Florida  
limited liability company, its Manager

Nancy Montes De Oca  
(Signature)  
Nancy Montes De Oca  
Print Name

By: Mark Corlew  
Mark Corlew, Manager

Address: 1499 W. Palmetto Park Road, Suite 415  
Boca Raton, FL 33486

David Canfield  
(Signature)  
David Canfield  
Print Name

Dated: 4.7.2023

**ACKNOWLEDGEMENT:**

STATE OF FLORIDA        )  
                                  Palm Beach ) SS  
COUNTY OF ~~BROWARD~~ )

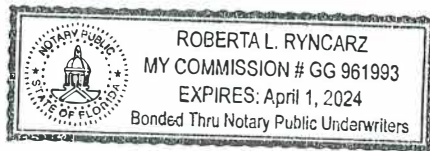
The foregoing instrument was acknowledged before me in their physical presence this 7<sup>th</sup> day of April, 2023, by Mark Corlew, as Manager of G&C Pompano Management, LLC, a Florida limited liability company, as Manager of G&C Pompano Station, LLC, a Florida limited liability company, who is personally known to me or produced as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires: 4-1-24

Roberta L. Ryncarz  
Print name: Roberta L. Ryncarz



Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Rex Hardin, Mayor

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Gregory P. Harrison, City Manager

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Attest:

(SEAL)

\_\_\_\_\_  
Kervin Alfred, City Clerk

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of  physical presence or  online notarization, 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

# Bridge Sign Exhibit

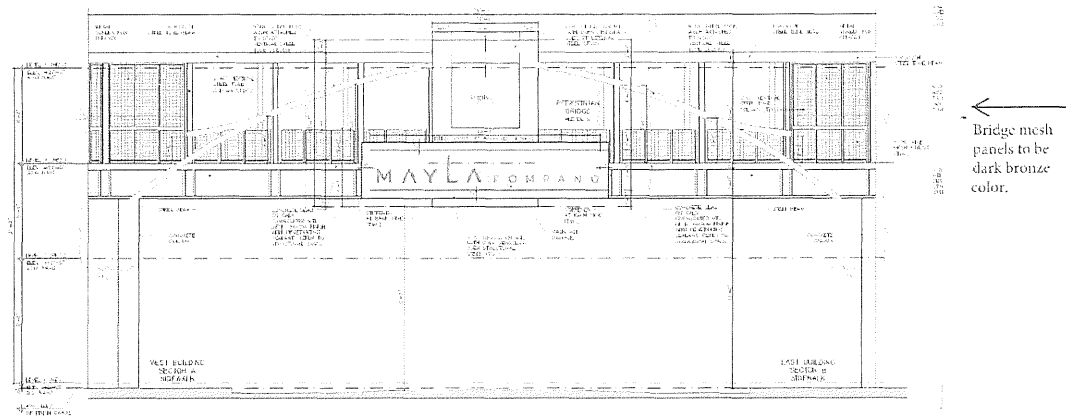
South and North Elevation of Bridge Sign

Sign will be on both the North and South Elevation of bridge within the existing license area. Sign does not extend beyond air right limits.

Sign shall be illuminated via facelit channel letters. Letters shall be black during the day and white light will shine through at night.

Sign materials are consistent with building signage throughout the property and were designed for a cohesive look with the building elevations.

Sign to be mounted within steel and stucco box for flush finish with bridge architectural element.

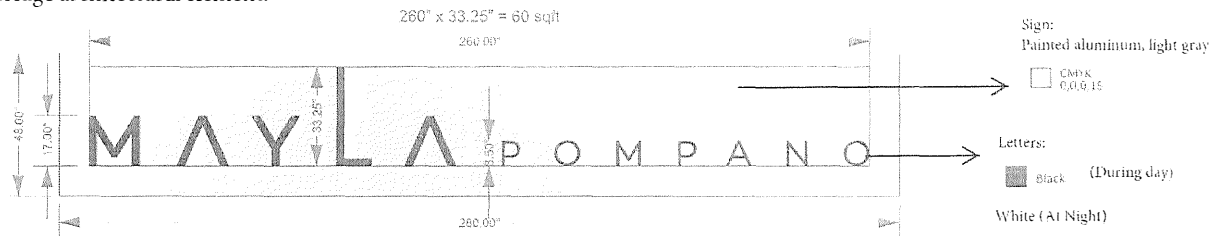


**Schedule "1"**  
**Sign Design**

ⓐ ELEVATION

**A) ILLUMINATED BRIDGE SIGN**  
260" x 33.25" - Single Sided  
3"D Facelit channel letters, daylight vinyl,  
.080 aluminum backer panel,  
Mounted to backer w/ angled standoffs

Side View



3" Letters on top of .080" aluminum for total sign thickness of +/- 5" including letter standoffs