

Return recorded copy to:

PLAT REL

Plat Book 181, Page 22

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

Document prepared by:

Ann Deveaux
KEITH
301 E Atlantic Boulevard
Pompano Beach, FL 33060

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 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

Pompano Park JV Land Holdings, LLC; PPI, Inc.; Pompano Park JV Northwest Corner LLC;
TopgolfUSA PPB, LLC, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Pompano Park Racino Plat, Plat No./Clerk's File No. 058-MP-07, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on April 14, 2009; and

WHEREAS, a description 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 October 10, 2023; Item Number 39 ;

DRC
CAF#358
Rev. 07/06/2020

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, Box 102A
Plantation, Florida 33324

For the DEVELOPER:

Pompano Park JV Land Holdings LLC

601 East Pratt Street, 6th Floor

Baltimore, MD 21202

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 10 day of October, 2023 and DEVELOPER, signing by and through its ~~Convening~~ Member, duly authorized to execute same.

COUNTY

ATTEST:

Kim 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 *[Signature]*
Mayor
26 day of October, 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 DEANNA M. KALIL Digitally signed by
Assistant County Attorney DEANNA M. KALIL
Date: 2023.10.25
13:00:44 -0400

25 day of October, 2023

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

[Signature]
 (Signature)
 Print name: Ross D. Bednar

[Signature]
 (Signature)
 Print name: Olivia Wimmer

Pompano Park JV Land Holdings, LLC
 Name of Developer (corporation/partnership)

By [Signature]
 (Signature)
 Print name: Jonathan Cordish
 Title: Co-Managing Member of
Pompano Park JV Holdings Investors,
LLC, the Managing Member of
Pompano Park JV Holdings, LLC, the
Sole Member of Owner
 Address: 110 101 E. Pratt St.
12th Floor Baltimore, MD 21202
19 day of September 2023

ATTEST (if corporation):

[Signature]
 (Secretary Signature)
 Print Name of Secretary: _____

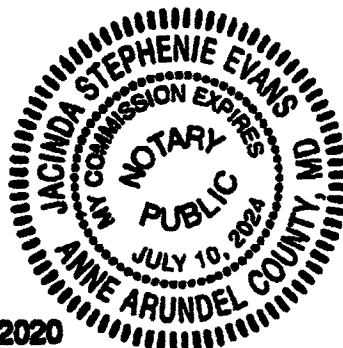
(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF MARYLAND
 COUNTY OF ANNE ARUNDEL SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of September, 2023, by Jonathan Cordish, as the Co-Managing Member of Pompano Park JV Holdings Investors, LLC, the Managing Member of Pompano Park JV Holdings, LLC, the Sole Member of Owner, Pompano Park JV Land Holdings, LLC, a Delaware limited liability company. He/She is ☒ personally known to me or ☐ produced identification. Type of identification produced _____.

(Seal)



[Signature]
 (Signature)
 Printed Name: Jonathan Cordish
 Notary Title/Rank: Notary
 Notary Serial Number, if any: 129893

Developer – Corporation/Partnership

Witnesses (if partnership):

POMPANO PARK JV NORTHWEST CORNER,
a Delaware limited liability company

By: Pompano Park JV Holdings, LLC, a
Delaware limited liability company, its
Sole Member

By: Pompano Park JV Holdings Investors, LLC,
a Maryland limited liability company, its
Managing Member

M. Yong Nelson
(Signature)

Print name:

M. Yong Nelson

AS
(Signature)

Print name:

Amya Eldridge

By: Jonathan A. Cordish
Jonathan A. Cordish, Co-Managing Member

Address: 601 East Pratt Street, 6th Floor
Baltimore, MD 21202

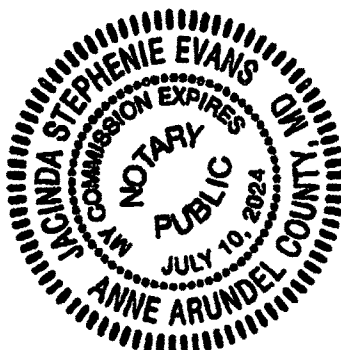
20 day of October, 2023

Acknowledgment – Corporation/Partnership

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 20 day of October, 2023, by Jonathan A. Cordish,
as Co-Managing Member on behalf of Pompano Park JV Holdings Investors, LLC, a Maryland
limited liability company, the Managing Member of Pompano Park JV Holdings, LLC, a Delaware
limited liability company, the Sole Member of Pompano Park JV Northwest Corner, LLC, a
Delaware limited liability company, on behalf of the company. He is ☒ personally known to me
or ☐ produced identification. Type of identification produced _____.

(Seal)



JACINDA EVANS
(Notary Signature)

Printed Name: JACINDA EVANS

Developer – Corporation/Partnership

Witnesses (if partnership):

TOPGOLF USA PPB, LLC,
a Delaware limited liability company

Tyler Sommers
(Signature)

Print name: Tyler Sommers

Cheree Goodall
(Signature)

Print name: Cheree Goodall

By: W.D.A.
William Davenport, Manager

Address: 8750 N. Central Expressway, Suite
1200, Dallas, TX 75231

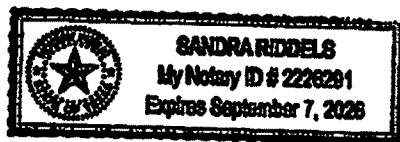
30th day of March, 2023

Acknowledgment – Corporation/Partnership

STATE OF TEXAS)
) SS
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 30th day of March, 2023, by William Davenport, as
Manager of TOPGOLF USA PPB, LLC, a Delaware limited liability company, on behalf of the
company. He is ☒ personally known to me or ☐ produced identification. Type of identification
produced _____.

(Seal)



Sandra Riddels
(Notary Signature)

Printed Name: Sandra Riddels

DRC

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A of Pompano Park Racino Plat, according to the plat thereof as recorded on Plat Book 181 at Page 22, of the Public Records of Broward County, Florida. Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida, and containing 6,444,899 square feet or 147.95 acres more or less.

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 700,000 SQUARE FEET OF COMMERCIAL RECREATION (INCLUDING 230,000 SQUARE FEET CASINO BUILDING WITH 69,840 SQUARE FEET OF CASINO), 500-ROOM HOTEL, 400,000 SQUARE FEET OF OFFICE USE; 100,000 SQUARE FEET OF COMMERCIAL USE; 4,100 MID-RISE UNITS AND 1,100,000 SQUARE FEET OF INDUSTRIAL USE

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 700,000 SQUARE FEET OF COMMERCIAL RECREATION (INCLUDING 230,000 SQUARE FEET CASINO BUILDING WITH 69,840 SQUARE FEET OF CASINO), 500-ROOM HOTEL, 400,000 SQUARE FEET OF OFFICE USE; 100,000 SQUARE FEET OF COMMERCIAL USE; 4,100 MID-RISE UNITS AND PARCEL B IS RESTRICTED TO 702,000 SQUARE FEET OF INDUSTRIAL USE (PARCEL B LEGAL IS ATTACHED - EXHIBIT C).

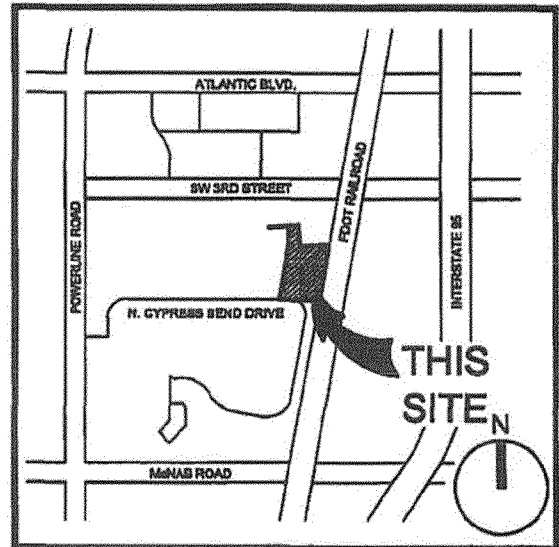
EXHIBIT "B" - CONTINUED

☒ **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.

EXHIBIT C**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#8860.
3. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°20'44" WEST ALONG THE SOUTH LINE OF PARCEL "A", "POMPAÑO PARK RACINO PLAT", AS RECORDED IN PLAT BOOK 181, ON PAGES 22 THROUGH 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 400' OR SMALLER.
9. FOR ADDITIONAL PLATTED EASEMENT INFORMATION REFER TO THE RECORD PLATS SHOWN HEREON.



LOCATION MAP:
NOT TO SCALE

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JULY 12, 2023 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

Samuel Hall

Digitally signed by Samuel Hall
DN: cn=Samuel Hall, email=S-hall@keithandassociates.com,
o=KEITH and Associates, Inc.,
c=United States of America
I am approving this document
Contact info: Florida Professional
Surveyor and Mapper No. 6644
Date: 2023.07.19 11:26:21-04'00'

SAMUEL T. HALL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION, PSM 6644
(FOR THE FIRM)

SKETCH & DESCRIPTION

PARCEL "B"
A PORTION OF PARCEL "A",
"POMPAÑO PARK RACINO PLAT"
P.B. 181, PGS. 22-27, B.C.R.

CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPAÑO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITH-team.com LB NO. 6860

SHEET 1 OF 3

DRAWING NO. SKAD (INDUSTRIAL PARCEL) RACINO PLAT.DWG

DATE 07/12/23

SCALE N/A

FIELD BK. N/A

DWNG. BY DDB

CHK. BY STH

DATE REVISIONS

LEGAL DESCRIPTION :

A PORTION OF PARCEL "A", "POMPAÑO PARK RACINO PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 181, PAGES 22 THROUGH 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27; THENCE NORTH 88°20'44" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27; ALSO BEING THE NORTH PLAT LINE OF CYPRESS BEND, PLAT BOOK 104 PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, AND ALSO BEING THE SOUTH LINE OF THE NORTH ONE-HALF (N. ½) OF SECTION 3, TOWNSHIP 49 SOUTH, RANGE 42 EAST, 1132.88 FEET; THENCE NORTH 10°48'36" EAST, 1684.84 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY, EASTERLY AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1002.00 FEET, A CENTRAL ANGLE OF 10°34'38", AND AN ARC DISTANCE 184.98 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1148.77 FEET, A CENTRAL ANGLE OF 04°15'43", AND AN ARC DISTANCE OF 85.30 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 03°18'14" WEST, 123.98 FEET TO A POINT ON A CURVE TO THE LEFT (A RADIAL BEARING TO SAID POINT BEARS SOUTH 82°40'20" EAST); THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 56.64 FEET, A CENTRAL ANGLE OF 98°21'45", AND AN ARC DISTANCE OF 97.24 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87°29'45" WEST, 468.72 FEET; THENCE SOUTH 87°38'32" WEST, 8.59 FEET TO A POINT ON A CURVE TO THE RIGHT (A RADIAL BEARING TO SAID POINT BEARS SOUTH 00°00'00" EAST); THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 18.00 FEET; A CENTRAL ANGLE OF 79°30'21", AND AN ARC DISTANCE OF 24.98 FEET TO A POINT OF NON-TANGENCY AND ALSO BEING A POINT ON THE NORTH LINE OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27, AND ALSO BEING A POINT ON THE SOUTH LINE OF TRACT B, ARVIDA POMPAÑO PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 87°28'50" EAST, ALONG SAID NORTH LINE OF PARCEL "A" AND SAID SOUTH LINE OF TRACT B, 833.27 FEET TO A POINT ON THE WEST LINE OF PARCEL "A", POMPAÑO PARK RACINO II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 531 THROUGH 532, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALSO BEING A POINT ON THE EAST LINE OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27; THENCE SOUTH 02°30'14" EAST, ALONG SAID WEST LINE OF PARCEL "A", PLAT BOOK 183, PAGES 531 THROUGH 532 AND SAID EAST LINE OF PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27, 802.61 FEET TO A THE SOUTHWEST CORNER OF SAID PARCEL "A", PLAT BOOK 183, PAGES 531 THROUGH 532; THENCE NORTH 87°27'27" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", PLAT BOOK 183, PAGES 531 THROUGH 532, ALSO BEING THE NORTH LINE OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27, 809.42 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A", PLAT BOOK 183, PAGES 531 THROUGH 532, ALSO BEING THE EASTERN MOST NORTHEAST CORNER OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27; THENCE SOUTH 10°45'59" WEST, ALONG THE EAST LINE OF SAID PARCEL "A", PLAT BOOK 181, PAGES 22 THROUGH 27, ALSO BEING THE WEST RIGHT OF WAY LINE OF SEABOARD COAST RAILROAD, 1637.78 FEET TO THE POINT OF BEGINNING.

SAID LAND LAYING & SITUATED IN THE CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 1,971,275 SQUARE FEET OR 45.254 ACRES MORE OR LESS.

SKETCH & DESCRIPTION

PARCEL "B"
A PORTION OF PARCEL "A",
"POMPAÑO PARK RACINO PLAT"
B. 18 PGS. 22-27, B.C.R.

CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPAÑO BEACH, FLORIDA 33060-8843
(854) 788-3400 FAX (854) 788-3300
EMAIL: mae@KEITHteam.com LB NO. 6860

SHEET 2 OF 3

DRAWING NO. 3322 (INDUSTRIAL PARCEL) RACINO PLAT.DWG

DATE 07/12/23

SCALE N/A

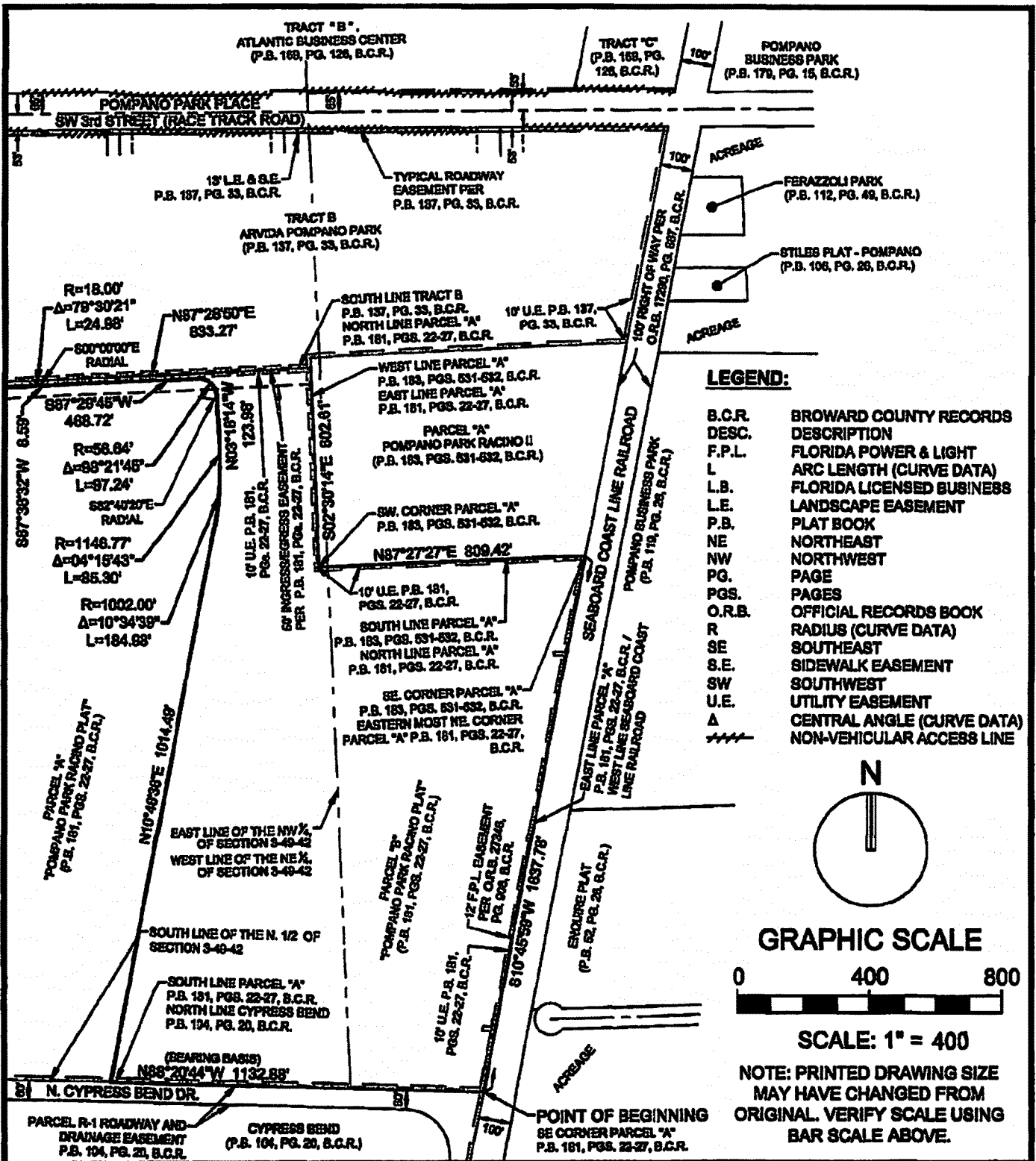
FIELD BK. N/A

DWNG. BY DDB

CHK. BY STH

DATE

REVISIONS



SKETCH & DESCRIPTION

PARCEL "B"
A PORTION OF PARCEL "A",
"POMPAÑO PARK RACINO PLAT"
P.B. 181, PGS. 22-27, B.C.R.

CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPAÑO BEACH, FLORIDA 33060-6843
(854) 788-3400 FAX (854) 788-3500
EMAIL: mail@KEITH-team.com LB NO. 6860

SHEET 3 OF 3

DRAWING NO. 6340 (INDUSTRIAL PARCEL) RACINO PLAT.DWG

DATE 07/12/23
SCALE 1"=400'
FIELD BK. N/A
DWNG. BY DDB
CHK. BY STH

DATE	REVISIONS

DRC