

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Adler, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Elizabeth Adler, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") made this _____ of _____, 2022, by SVAP POMPANO CITI CENTRE, L.P., a Delaware limited partnership, and MACY'S RETAIL HOLDINGS, LLC, an Ohio limited liability company (collectively, "Declarant"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the real property subject to this Covenant is that land located in the City of Pompano Beach, Florida ("City"), more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, applications have been made to the City and County to amend the City and County land use plans to designate the Property as Irregular (29.5) Residential (collectively "Application"); and

WHEREAS, in connection with the Application to amend the City and County land use plans, there is an agreement to place certain restrictions on the development of the Property as set forth below in favor of the County.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, Declarant hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Covenant by this reference.

2. Covenants. Declarant declares the following:

a. The Declarant will submit the required Notice of Proposed Construction or Alteration (FAA Form 7460-1) to the Federal Aviation Administration ("FAA") prior to issuance of a building

permit for a residential dwelling unit on the Property. Evidence of said submission shall be provided to County with the application for Development Review Approval; and

b. Declarant shall provide written notification of the proximity of the Property to the City Airpark in any leases or deeds for residential units built on the Property.

3. Amendments. Except as otherwise provided herein, this Covenant shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County Commission.

4. Recordation and Effective Date. This Covenant shall become effective and recorded in the Public Records of Broward County, Florida, upon approval by the County of the requested Application and the expiration of all appeal periods or, if an appeal is filed, the final conclusion of such appeal in a manner that does not materially and adversely affect the County's approval of the Application ("Effective Date"). Once recorded, this Covenant shall run with the land for the sole benefit of the County and shall bind all successors-in-interest with respect to the Property. This Covenant shall not give rise to any other cause of action by any parties other than the County, and no parties other than the County shall be entitled to enforce this Covenant. Any failure by the County to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Covenant invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue for any disputes arising hereunder shall be Broward County, Florida.

6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Covenant.

7. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

8. Declarant. The term Declarant shall include the Declarant, and its heirs, successors and assigns.

IN WITNESS WHEREOF, Declarant has executed this Covenant on the day first above written.

SVAP POMPANO CITI CENTRE, L.P.,

A Delaware limited partnership

By: SVAP POMPANO CITI CENTRE GP, LLC,
a Delaware limited liability company, its General
Partner

By: SVAP POMPANO CITI CENTRE HOLDINGS,
L.P., a Delaware limited partnership, its Managing
Member

By: SVAP POMPANO CITI CENTRE HOLDINGS
GP, LLC, a Delaware limited liability company, its
General Partner

By: SVAP GP, LLC, a Delaware limited liability
company, its Manager

By: _____

Printed Name: _____

Printed Name: _____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, _____ of SVAP GP, LLC, a Delaware limited liability company, Manager of SVAP POMPANO CITI CENTRE HOLDINGS GP, LLC, a Delaware limited liability company, General Partner of SVAP POMPANO CITI CENTRE HOLDINGS, L.P., a Delaware limited partnership, Managing Member of SVAP POMPANO CITI CENTRE GP, LLC, a Delaware limited liability company, General Partner of SVAP POMPANO CITI CENTRE, L.P., a Delaware limited partnership, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2022.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Shauna Becher
Printed Name: Shauna Becher
Sharon Lauer
Printed Name: SHARON LAUER

MACY'S RETAIL HOLDINGS, LLC,
an Ohio limited liability company

By: [Signature]
Charles DiGiovanna
Vice President

STATE OF _____)
) SS
COUNTY OF Hamilton)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Charles DiGiovanna, as Vice President of MACY'S RETAIL HOLDINGS, LLC, an Ohio limited liability company, who is personally known to me ~~or who has~~ produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of March, 2022.



ELIZABETH A. RENG
Notary Public, State of Ohio
My Commission Expires
February 11, 2026
COMMISSION: 2016-RE-569044

Elizabeth A. Renger
Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Mortgagee Consent:

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

WITNESSES:

Signature

Print Name

Signature

Print Name

By:

Name:

Title:

Date:

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTION
PROPERTY**

LEGAL DESCRIPTION: (DEVELOPMENT PARCEL)

A PORTION OF PARCEL "A", "POMPANO CITI CENTRE PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 174, PAGES 45 THRU 52, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 07°35'43" EAST ON THE WESTERLY LINE OF SAID PARCEL "A" 768.57 FEET; THENCE SOUTH 83°08'37" EAST 470.80 FEET; THENCE SOUTH 38°08'37" EAST 96.01 FEET; THENCE SOUTH 06°51'23" WEST 354.55 FEET; THENCE SOUTH 38°08'37" EAST 44.46 FEET; THENCE SOUTH 83°08'37" EAST 327.24 FEET; THENCE SOUTH 38°08'37" EAST 40.55 FEET; THENCE SOUTH 06°51'23" WEST 418.45 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A"; THENCE NORTH 48°54'35" WEST ON SAID SOUTH LINE 340.83 FEET; THENCE NORTH 88°19'09" WEST ON SAID SOUTH LINE 656.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 528,390 SQUARE FEET (12.1302 ACRES) MORE OR LESS.