

Return recorded copy to:

PLAT REL

Plat Book 181, Page 22

Planning and Development Management Division  
1 North University Drive, Suite 102A  
Plantation, Florida 33324

Document prepared by:

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

**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

PPI Inc., a Florida corporation, Pompano Park JV Northwest Corner, LLC, a Delaware limited liability company and Pompano Park JV Land Holdings, LLC, a Delaware limited liability company, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the POMPANO PARK RACINO PLAT 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; as amended on April 1, 2020 under Instrument #116442552, 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 April 5, 2022;

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05/02/2023

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 Planning and Development Management Division  
1 North University Drive, Suite 102A  
Plantation, Florida 33324

For the DEVELOPER:

Pompano Park JV Northwest Corner, LLC  
Pompano Park JV Land Holdings, LLC  
601 East Pratt Street, 6th Floor  
Baltimore, MD 21202

PPI, Inc.  
100 West Liberty Street, Suite 1150  
Reno, NV 89501

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.

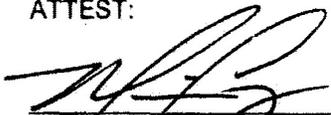
6. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, 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]

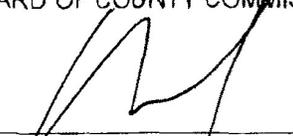
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 5th day of April, 2022 and DEVELOPER, signing by and through its authorized reps., duly authorized to execute same.

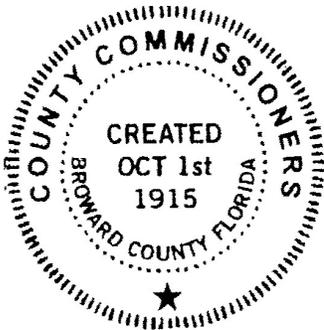
COUNTY

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  
19th day of May, 2022



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 MAITE AZCOITIA \_\_\_\_\_  
Assistant County Attorney  
Digitally signed by MAITE AZCOITIA  
Date: 2022.05.11 18:10:17 -0400

11th day of May, 2022





**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

POMPANO PARK JV LAND HOLDINGS, LLC,  
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

Mi yang Nelson  
(Signature)  
Print name: Mi yang Nelson  
Me  
(Signature)  
Print name: Aunna Eldridge

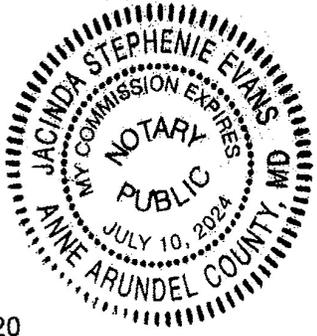
By: Jonathan A. Cordish  
Jonathan A. Cordish, Co-Managing Member  
Address: 601 East Pratt Street, 6th Floor  
Baltimore, MD 21202  
1 day of MAY, 2022

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF MARYLAND )  
and Notary Public  
COUNTY OF ~~BALTIMORE~~

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of MAY, 2022, 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 Land Holdings, 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)



Stephenie Evans  
(Signature)  
Printed Name: STEPHENIE EVANS  
Notary Title/Rank: \_\_\_\_\_  
Notary Serial Number, if any: \_\_\_\_\_

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EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF PARCEL "A" OF THE POMPANO PARK RACINO PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN 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 147.95 ACRES MORE OR LESS.

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**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: 278,381 SQUARE FOOT/ 5,256 SEAT RACETRACK GRAND STAND FACILITY (EXISTING); A 230,000 SQUARE FOOT CASINO BUILDING WITH 55,000 SQUARE FEET OF CASINO (46,503 SQUARE FEET EXISTING AND 8,497 SQUARE FEET PROPOSED) AND 175,000 SQUARE FEET OF ANCILLARY COMMERCIAL (115,906 SQUARE FEET EXISTING AND 59,094 SQUARE FEET PROPOSED); 500-ROOM HOTEL; 550 HORSE STALLS (EXISTING); 44 DORMITORY ROOMS FOR JOCKEYS (EXISTING); 714,605 SQUARE FEET OF COMMERCIAL RECREATION USE; 501,350 SQUARE FEET OF OFFICE USE; 464,478 SQUARE FEET OF COMMERCIAL USE, 550 MID-RISE UNITS, AND 250 GARDEN APARTMENTS.

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 1,100,000 SQUARE FEET OF INDUSTRIAL USE.

**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.