

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT (No. 12222) TO THE GROUND LEASE AGREEMENT dated _____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “Lessee”,

and

20 NORTH OCEANSIDE OWNER, LLC, a Florida limited liability company, having its office and place of business at 2850 Tigertail Ave, Suite 800, Miami, Florida 33133, hereinafter referred to as “Lessor.”

WHEREAS, the Lessee entered into a Ground Lease Agreement with JJ Land Realty, LLC as Lessor, for the purpose of providing public parking and for no other purpose, on February 3, 2020, ("Original Agreement"), and approved by City Ordinance No. 2020-31; and

WHEREAS, JJ Land Realty, LLC entered into an Assignment of the Agreement with CF Land Realty LLC and RW Oceanside Land LLC and they subsequently entered into an assignment of the Agreement to 20 North Oceanside Owner, LLC on June 1, 2023, and both assignments of the Original Agreement were approved by City Resolution No. 2023-169; and

WHEREAS, the parties have mutually agreed to amend the Original Agreement to substitute Exhibit A of the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth Lessee and Lessor agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective February 3, 2020, approved and adopted by Ordinance No. 2020-31 assigned to CF Land Realty LLC and RW Oceanside Land LLC, and subsequently assigned to 20 North Oceanside Owner, LLC, approved by City Resolution No. 2023-169, are incorporated herein, as if attached hereto and made a part hereof, shall remain in full force and effect except as specifically amended hereinbelow.

3. The attached Exhibit “A” is hereby substituted for, and in all references, replaces that Exhibit “A,” which was attached to, referenced and made a part of the Original Agreement.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"Lessor"

20 North Oceanside Owner, LLC
a Florida limited liability company

Witnesses:

PR
Priscilla Rivas
(Print or Type Name)

Maykenis Escudero
(Print or Type Name)

By:

Patrick Campbell
Patrick Campbell, Authorized Signatory

STATE OF Florida

COUNTY OF Miami-Dade

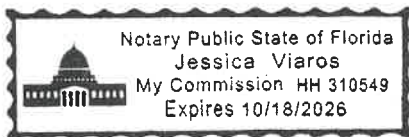
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of February, 2024, by Patrick Campbell as Authorized Signatory of 20 North Oceanside Owner, LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

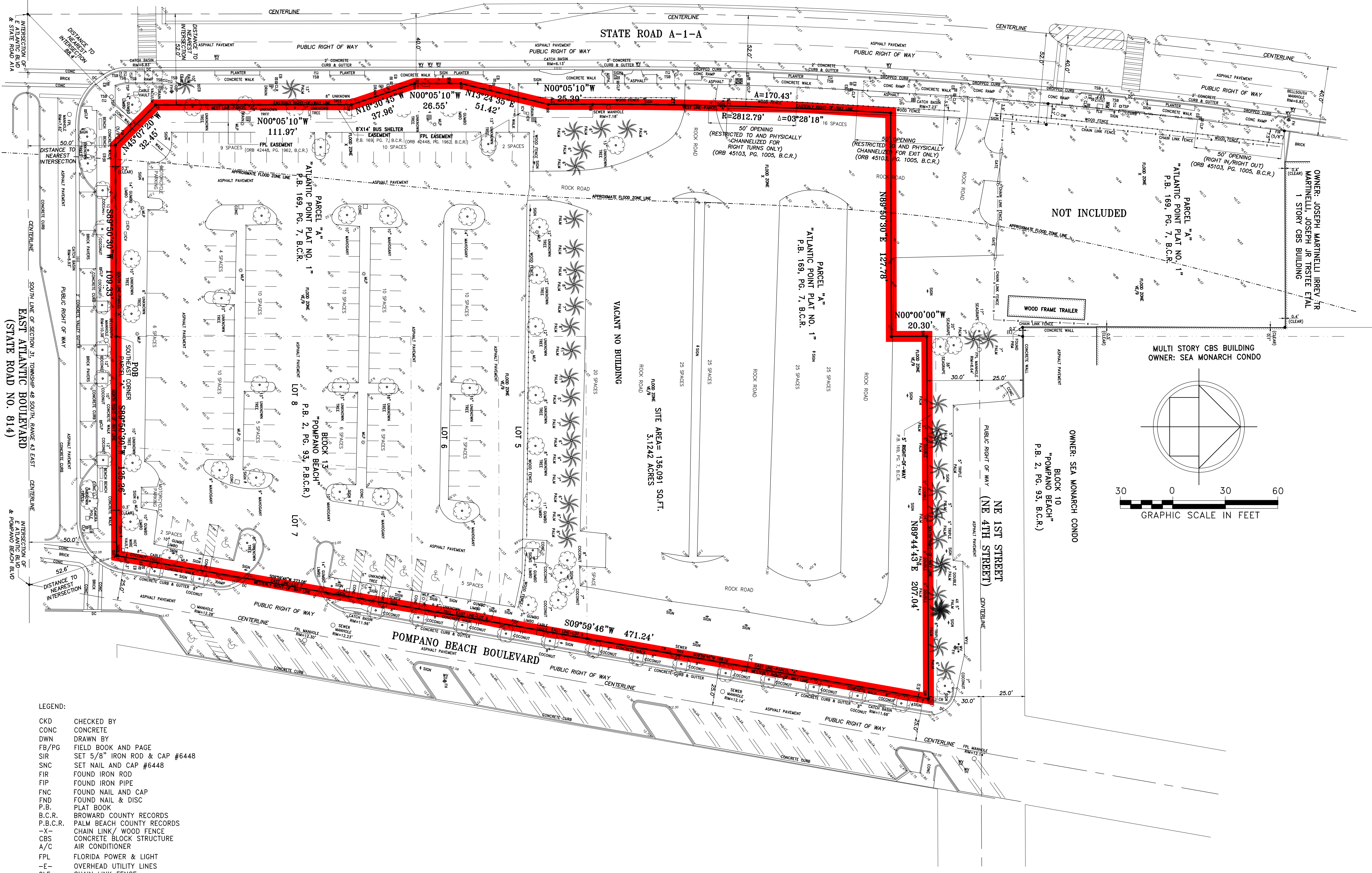
NOTARY'S SEAL:

Jessica Viaros
NOTARY PUBLIC, STATE OF FLORIDA

Jessica Viaros
(Name of Acknowledger Typed, Printed or Stamped)

HH310549
Commission Number





LAND DESCRIPTION:

A PORTION OF PARCEL "A", ATLANTIC POINT PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

LOTS 5, 6, AND A PORTION OF LOTS 7 AND 8, BLOCK 13, POMPAÑO BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 93, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE SOUTH 89°50'30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST ATLANTIC BOULEVARD (STATE ROAD 814), A DISTANCE OF 109.33 FEET;

THENCE NORTH 45°07'20" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 32.45 FEET;

THENCE CONTINUE NORTH 00°05'10" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.97 FEET;

THENCE CONTINUE NORTH 18°30'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.96 FEET;

THENCE CONTINUE NORTH 00°05'10" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.55 FEET;

THENCE CONTINUE NORTH 13°24'35" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 51.42 FEET;

THENCE CONTINUE NORTH 00°05'10" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.39 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE EAST;

THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2,812.79 FEET, A CENTRAL ANGLE OF 03°28'18" AND AN ARC DISTANCE OF 170.43 FEET;

THENCE NORTH 89°50'30" EAST, A DISTANCE OF 127.78 FEET;

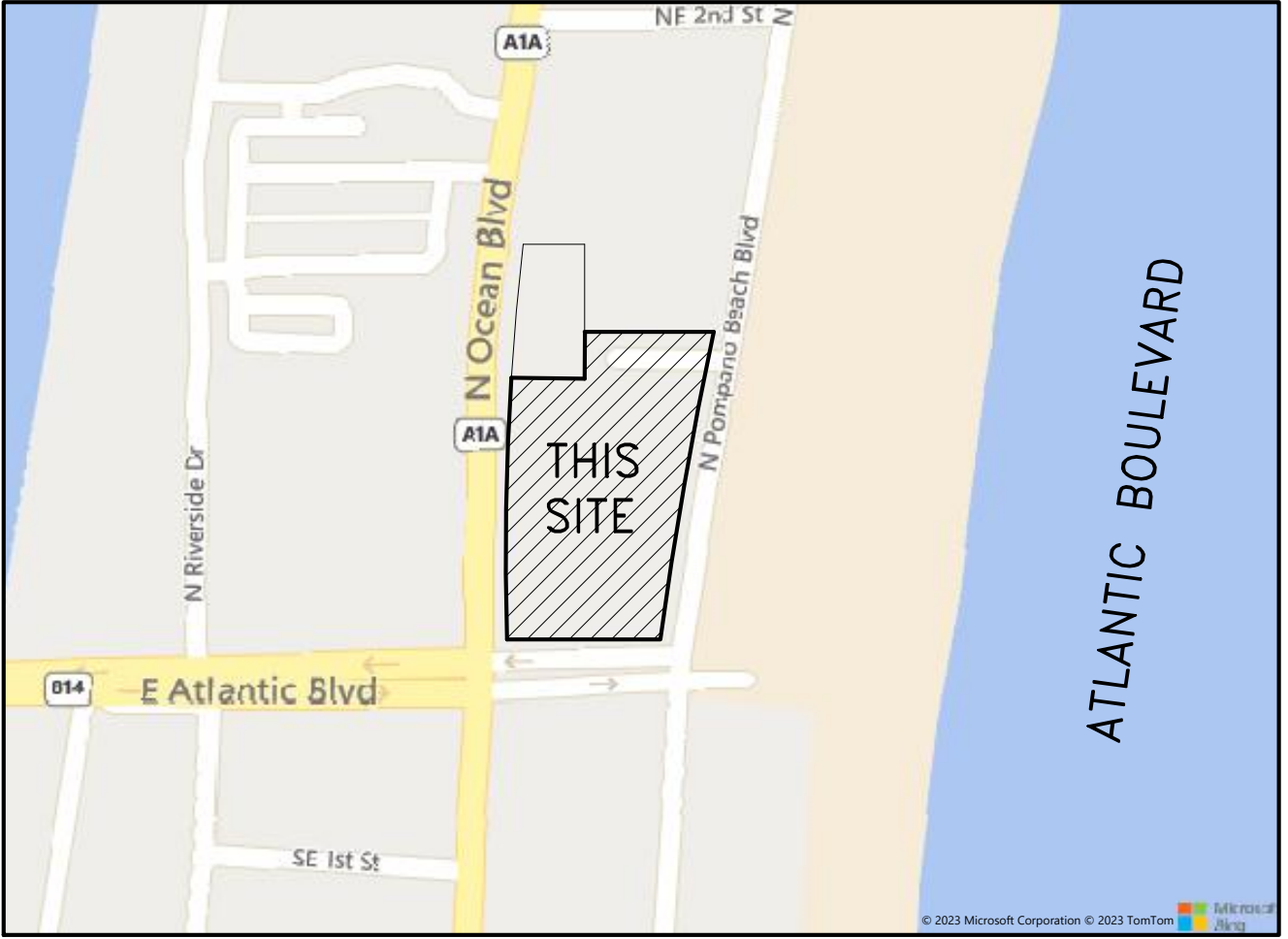
THENCE NORTH 00°00'00" WEST, A DISTANCE OF 20.30 FEET;

THENCE NORTH 09°44'43" EAST ALONG THE SOUTH RIGHT-OF-WAY OF N.E. 1ST STREET, A DISTANCE OF 207.04 FEET;

THENCE SOUTH 09°59'46" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF POMPAÑO BEACH BOULEVARD, A DISTANCE OF 471.24 FEET;

THENCE SOUTH 89°50'30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST ATLANTIC BOULEVARD, A DISTANCE OF 125.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 136,091 SQUARE FEET OR 3.1242 ACRES MORE OR LESS.



LOCATION MAP (NTS)

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN DECEMBER, 2023. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: *Richard E. Cousins*

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

- LEGEND:
- CKD CHECKED BY
 - CONC CONCRETE
 - DWN DRAWN BY
 - FB/PG FIELD BOOK AND PAGE
 - SIR SET 5/8" IRON ROD & CAP #6448
 - SNC SET NAIL AND CAP #6448
 - FIR FOUND IRON ROD
 - FIP FOUND IRON PIPE
 - FNC FOUND NAIL AND CAP
 - FND FOUND NAIL & DISC
 - P.B. PLAT BOOK
 - B.C.R. BROWARD COUNTY RECORDS
 - P.B.C.R. PALM BEACH COUNTY RECORDS
 - X- CHAIN LINK / WOOD FENCE
 - CBS CONCRETE BLOCK STRUCTURE
 - A/C AIR CONDITIONER
 - FPL FLORIDA POWER & LIGHT
 - E- OVERHEAD UTILITY LINES
 - CLF CHAIN LINK FENCE
 - ELEV ELEVATION
 - POB POINT OF BEGINNING
 - R RADIUS
 - A ARC DISTANCE
 - Δ CENTRAL ANGLE
 - ELEV ELEVATION
 - TSB TRAFFIC SIGNAL BOX
 - TSP TRAFFIC SIGNAL POLE
 - DC DROPPED CURB
 - MLP METAL LIGHT POLE
 - OW OBSERVATION WELL
 - TCB TRAFFIC CONTROL BOX
 - WM WATER METER
 - WV WATER VALVE
 - FH FIRE HYDRANT
 - WPP WOOD POWER POLE
 - CO CLEAN OUT
 - NON VEHICULAR ACCESS LINE
 - ICV IRRIGATION CONTROL VALVE
 - FOV FIBER OPTIC VAULT
 - CR CABLE RISER
 - CLP CONCRETE POWER POLE
 - EB ELECTRIC BOX

- NOTES :
1. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
 2. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
 3. UNDERGROUND IMPROVEMENTS NOT SHOWN.
 4. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 5. BENCHMARK DESCRIPTION : BR40WARD COUNTY BENCHMARK # 1924 ELEVATION=13.23' (NAVDB88)
 6. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT.

FLOOD ZONE INFORMATION			
COMMUNITY NUMBER	120055		
PANEL NUMBER	0377 H		
ZONE	X / VE		
BASE FLOOD ELEV.	N/A / 9		
EFFECTIVE DATE	08/18/14		

COUSINS SURVEYORS & ASSOCIATES, INC.

3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 EMAIL: OFFICE@CSASURVEY.NET

CLIENT :

20 N OCEANSIDE
OWNER LLC

NORTH POMPAÑO BEACH BOULEVARD,
& 20 NORTH OCEAN BOULEVARD,
POMPAÑO BEACH, FL 33062

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION AND SKETCH FOR GROUND LEASE	12/13/23	----	AM	REC

REVISIONS	DATE	FB/PG	DWN	CKD

PROJECT NUMBER : 9983-23

SCALE : 1" = 30'

SHEET
1
OF
1
SHEET

RESOLUTION NO. 2023- 169**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND CONSENTING TO AN ASSIGNMENT AND ASSUMPTION OF A GROUND LEASE WITH THE CITY AT NORTH OCEAN BOULEVARD AND NORTH POMPANO BEACH BOULEVARD BETWEEN JJ LAND REALTY, LLC, AS ASSIGNOR, AND RW OCEANSIDE LAND LLC, & CF LAND REALTY LLC, AS ASSIGNEE, AND THEN APPROVING AND CONSENTING TO A SUBSEQUENT ASSIGNMENT AND ASSUMPTION OF THAT GROUND LEASE BETWEEN RW OCEANSIDE LAND LLC & CF LAND REALTY LLC, AS ASSIGNOR, AND 20 NORTH OCEANSIDE OWNER, LLC; AUTHORIZING THE EXECUTION OF THE APPROVALS AND CONSENTS BY THE PROPER CITY OFFICIALS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City of Pompano Beach approves and consents to the two Assignment and Assumption of a Ground Lease for parking spaces, copies of which agreements are attached hereto and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are hereby authorized to execute said Approvals and Consents.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of June, 2023.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR**ATTEST:**

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

DocuSigned by:



/jrm
6/6/23
l:reso/2023-174

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made as of the 1 day of June, 2023 ("Effective Date"), by and between **JJ LAND REALTY, LLC**, a Florida limited liability company, ("Assignor"), and **RW OCEANSIDE LAND LLC**, a Florida limited liability company ("RW") and **CF LAND REALTY LLC**, a Florida limited liability company (together with RW, individually and collectively, "Assignee"), with reference to the following facts:

A. Assignor is the owner of that certain land ("**Land**") described on the attached **Exhibit A** and all rights, privileges and easements appurtenant to the Land ("**Appurtenances**"). The Land and the Appurtenances are referred to collectively as the "**Property**." The Property is being conveyed to Assignee by Assignor concurrently with the execution of this Assignment.

B. Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to that certain lease (the "**Lease**") listed on **Exhibit B** attached hereto, and Assignee desires to assume all of the duties and obligations of Assignor in and to the Lease from and after the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest (including, without limitation, any options to purchase) in and to the Lease accruing after the date of this Assignment. Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees, whether suit is instituted or not) asserted against or incurred by Assignee as a result of Assignor's failure to perform any of the obligations arising under the Lease for periods prior to the Effective Date.

2. Assignee assumes all of the rights, title, duties and obligations of Assignor in and to the Lease, which accrue from and after the Effective Date and agrees to defend, indemnify and hold harmless Assignor from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees, whether suit is instituted or not) asserted against or incurred by Assignor as a result of Assignee's failure to perform any of the obligations arising under the Lease from and after the Effective Date.

3. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. This Assignment shall be governed by, interpreted under and construed in accordance with the laws of the State of Florida.

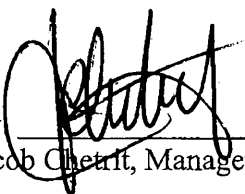
5. This Assignment may be executed in counterparts, all of which shall constitute the same Assignment, notwithstanding that all parties to this Assignment are not signatories to the same or original counterpart.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Assignor and Assignee have executed this Assignment as of the date first set forth above.


ASSIGNOR:

JJ LAND REALTY LLC,
a Florida limited liability company

By  _____
Jacob Chetrit, Manager

ASSIGNEE:

RW OCEANSIDE LAND LLC, a Florida limited liability company

By: 
Name: Robert Wolf
Title: Authorized Signatory

CF LAND REALTY LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

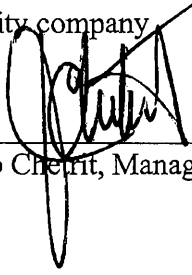
ASSIGNEE:

RW OCEANSIDE LAND LLC,
a Florida limited liability company

By: _____
Robert Wolf, Authorized Signatory

CF LAND REALTY LLC, a Florida limited
liability company

By: _____
Jacob Cherit, Manager

A handwritten signature in black ink, appearing to read 'Jacob Cherit', is written over a horizontal line. The signature is stylized with a large loop at the end.

APPROVAL AND CONSENT

CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
By: 502CB780EB3F480...
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
By: 7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

(SEAL)

Dated: June 14, 2023

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

DocuSigned by:



Exhibit A**Legal Description****PARCEL 1:**

Parcel "A", ATLANTIC POINT PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 169, Page 7, of the Public Records of Broward County, Florida.

PARCEL 2:

Lots 5, 6, 7 and 8, Block 13, POMPANO BEACH, according to the plat thereof, as recorded in Plat Book 2, Page 93, of the Public Records of Palm Beach County, Florida;

LESS AND EXCEPT therefrom that portion of Lots 7 and 8, Block 13, POMPANO BEACH, according to the plat thereof, as recorded in Plat Book 2, Page 93, of the Public Records of Palm Beach County, Florida, lying South of a line, said line being fifty (50) feet North of (as measured at a right angle), and parallel to the South boundary of Section 31, Township 48 South, Range 43 East.

Said lands situate, lying and being in Broward County, Florida.

Exhibit B

Lease

- Ground Lease Agreement between JJ Land Realty, LLC and City of Pompano Beach dated February 3, 2020.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "**Assignment**") is made as of the 1st day of June, 2023 ("**Effective Date**"), by and between **RW OCEANSIDE LAND LLC**, a Florida limited liability company and **CF LAND REALTY LLC**, a Florida limited liability company, with an address at 512 7th Avenue, 15th Floor, New York, NY 10018 (collectively, "**Assignor**"), and **20 NORTH OCEANSIDE OWNER, LLC**, a Florida limited liability company ("**Assignee**"), with a mailing address at 2850 Tigertail Avenue, Suite 800, Coconut Grove, Florida 33133, with reference to the following facts:

A. Assignor is the owner of that certain land ("**Land**") described on the attached **Exhibit A** and all rights, privileges and easements appurtenant to the Land ("**Appurtenances**"). The Land and the Appurtenances are referred to collectively as the "**Property**." The Property is being conveyed to Assignee by Assignor concurrently with the execution of this Assignment.

B. Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to that certain lease (the "**Lease**") listed on **Exhibit B** attached hereto, and Assignee desires to assume all of the duties and obligations of Assignor in and to the Lease from and after the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest (including, without limitation, any options to purchase) in and to the Lease accruing after the date of this Assignment. Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees, whether suit is instituted or not) asserted against or incurred by Assignee as a result of Assignor's failure to perform any of the obligations arising under the Lease for periods prior to the Effective Date.

2. Assignee assumes all of the rights, title, duties and obligations of Assignor in and to the Lease, which accrue from and after the Effective Date and agrees to defend, indemnify and hold harmless Assignor from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees, whether suit is instituted or not) asserted against or incurred by Assignor as a result of Assignee's failure to perform any of the obligations arising under the Lease from and after the Effective Date.

3. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. This Assignment shall be governed by, interpreted under and construed in accordance with the laws of the State of Florida.

5. This Assignment may be executed in counterparts, all of which shall constitute the same Assignment, notwithstanding that all parties to this Assignment are not signatories to the same or original counterpart.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

RW OCEANSIDE LAND LLC,
a Florida limited liability company

By: 
Robert Wolf, Authorized Signatory

CF LAND REALTY LLC, a Florida limited
liability company

By: _____
Jacob Chetrit, Manager

[Signature Page to Assignment and Assumption of Ground Lease]

Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

RW OCEANSIDE LAND LLC,
a Florida limited liability company

By: _____
Robert Wolf, Authorized Signatory


CF LAND REALTY LLC, a Florida limited
liability company

By: _____
Jacob Cherit, Manager

[Signature Page to Assignment and Assumption of Ground Lease]

ASSIGNEE:

20 NORTH OCEANSIDE OWNER, LLC,
a Florida limited liability company

By: 
Name: Ben Gerber
Title: Authorized Signatory

APPROVAL AND CONSENT

CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
By: 502CB780EB3F480...
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
By: 7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

(SEAL)

Dated: June 14, 2023

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

DocuSigned by:



Exhibit A

Legal Description

PARCEL 1:

Parcel "A", ATLANTIC POINT PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 169, Page 7, of the Public Records of Broward County, Florida.

PARCEL 2:

Lots 5, 6, 7 and 8, Block 13, POMPANO BEACH, according to the plat thereof, as recorded in Plat Book 2, Page 93, of the Public Records of Palm Beach County, Florida;

LESS AND EXCEPT therefrom that portion of Lots 7 and 8, Block 13, POMPANO BEACH, according to the plat thereof, as recorded in Plat Book 2, Page 93, of the Public Records of Palm Beach County, Florida, lying South of a line, said line being fifty (50) feet North of (as measured at a right angle), and parallel to the South boundary of Section 31, Township 48 South, Range 43 East.

Said lands situate, lying and being in Broward County, Florida.

Exhibit B

Lease

- Ground Lease Agreement originally between JJ Land Realty, LLC (“**JJ**”) and City of Pompano Beach dated February 3, 2020, as assigned to RW Oceanside Land LLC, a Florida limited liability company (“**RW**”) and CF Land Realty LLC, a Florida limited liability company (“**CF**”) by that certain Assignment and Assumption of Ground Lease between JJ, as assignor, and RW and CF, collectively as assignee, dated as of the date hereof.

09.25

ORDINANCE NO. 2020- 31

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND JJ LAND REALTY, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Ground Lease Agreement between the City of Pompano Beach and JJ Land Realty, LLC, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

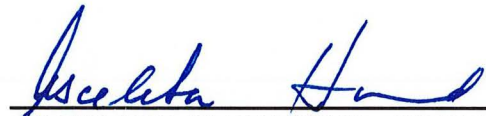
PASSED FIRST READING this 14th day of January, 2020.

PASSED SECOND READING this 28th day of January, 2020.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
11/12/19
L:ord/2020-53

Orig. 25

GROUND LEASE AGREEMENT
between
JJ LAND REALTY, LLC
and
CITY OF POMPANO BEACH

THIS AGREEMENT made and entered into this 3 day of February, 2020
by and between:

JJ LAND REALTY, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 1384 Broadway, 7th Floor, New York, New York, referred to herein as "Lessor"

and

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida, 33060, referred to here as "Lessee,"

W I T N E S S E T H:

1. DEMISE; DESCRIPTION OF PREMISES.

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of providing public parking and for no other purpose, the following described Premises situated in the City of Pompano Beach, County of Broward, State of Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

2. TERM.

a. The term of this Lease shall be for five (5) years, commencing on the date of execution of this Lease.

b. Lessor shall have the right to terminate this Lease at any time and for any reason with one-hundred-twenty (120) days written notice provided to Lessee subject to the terms set forth below in Paragraph 5.

3. RENT.

a. Lessee agrees to pay to Lessor forty-five percent (45%) of the total gross fees collected from the Premises. Said payment shall be payable on the fifteenth (1st) of each month for the preceding month's collected fees.

b. Upon request, Lessee shall provide Lessor (within seven (7) days of the request) with documentation necessary to establish the total amount of fees collected for each monthly rental period.

4. WARRANTIES OF TITLE AND QUIET POSSESSION.

Lessor covenants that Lessor is seized of the Leased Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises during the term of this Lease.

5. DELIVERY OF POSSESSION.

If, for any reason whatsoever, Lessor cannot deliver possession of the Leased Premises to Lessee at the commencement of the Lease term, as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession; in that event there shall be a proportionate reduction of rent covering the period between the commencement of the Lease term and the time when Lessor can deliver possession. However, in the event that Lessor cannot deliver possession within three (3) months of the execution of this Lease, this Lease shall be voidable by either party.

6. USES PROHIBITED.

Lessee shall not use or permit the Leased Premises, or any part thereof, to be used for any purpose other than the purpose for which the Premises are leased. No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the Premises; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the Leased Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any improvements and appurtenances at any time located on the Leased Premises.

7. WASTE AND NUISANCE PROHIBITED.

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Leased Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall not commit or suffer to be committed any waste or nuisance on the Leased Premises.

8. ABANDONMENT OF PREMISES.

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Leased Premises, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except any property that may be encumbered to Lessor.

9. LESSOR'S RIGHT OF ENTRY.

Lessee shall permit Lessor and Lessor's agents and employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Premises, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Lessee shall also permit Lessor and its agents and employees, at any time within the last six (6) months prior to the expiration of this Lease, to place on the Premises any usual or ordinary "To Let" or "To Lease" or "For Rent" signs and exhibit the Premises to prospective Lessees at reasonable hours.

10. SUBLETTING AND ASSIGNMENT.

Lessee may sublet the Premises in whole or in part without Lessor's consent, but the making of any sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease. Lessee shall be obligated to deliver to Lessor a copy of any sublease no less than fifteen (15) days prior to the commencement of the sublease. Lessee shall not assign or transfer this Lease, or any interest in it, without Lessor's prior written consent, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this Lease. Neither this Lease nor the Leasehold estate of Lessee nor any interest of Lessee under this Lease in the Premises or any buildings or improvements on it shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease in which event the Lessor shall be exempt from any penalty provided for in section 5 herein above.

11. NOTICES.

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, with postage prepaid, and registered and addressed as follows:

TO LESSOR: JJ Land Realty, LLC
1384 Broadway
7th Floor
New York, New York, 10018

COPY TO: Ritter Zaretsky & Lieber, LLP
Att: Oren Lieber, Esq.
2915 Biscayne Blvd., Suite 300
Miami, FL 33137

TO LESSEE: Jeff Lantz
Parking Manager
City of Pompano Beach
3460 NE 3rd Street
Pompano Beach, FL 33062

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

12. TAXES AND ASSESSMENTS.

a. Lessor agrees to pay any and all real estate taxes or charges or special assessments by ad valorem which at any time may be levied by any federal, state, county, city or any real estate tax assessment levying body upon the Premises, or any possessory right which Lessor may have in or to the Premises.

b. Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right in its own name or behalf, or in the name and behalf of Lessee hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

13. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

a. *Maintenance of improvements.* Throughout the term of this Lease, Lessee shall, at its own cost and without any expense to Lessor, keep and maintain the Premises, including all improvements of every kind that may be a part of the Premises and all appurtenances to the Premises, including sidewalks adjacent to the Premises, in good, sanitary, and neat order, condition and repair. Except as specifically provided in this Lease, during the term of this Lease, Lessee shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind whatsoever to the Leased Premises or improvements on it. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in the Premises.

b. *Damage to and destruction of improvements.* The damage, destruction, or partial destruction of any improvement that is a part of the Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any improvement, Lessee shall at its own expense promptly repair and restore the improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any

insurance covering the damage or destruction shall be made available to Lessee for repair or replacement.

c. *Damage or destruction occurring toward end of term.* Notwithstanding anything to the contrary in the immediately preceding paragraphs of this section, in case of destruction of any improvement on the Premises or damage thereto from any cause so as to make it untenable occurring during the last six (6) months of the term of this Lease, Lessee, if not then in default under this Lease, may elect to terminate this Lease by written notice served on Lessor within thirty (30) days after the occurrence of the damage or destruction. In the event of termination, there shall be no obligation on the part of Lessee to repair or restore the improvements, and only Lessor shall have any right to receive proceeds collected under any insurance policies covering the Premises, building or any part of a building located thereon. On termination, Lessee shall return the Premises to Lessor as provided for below in Paragraph 20. On termination, rent and any other sums payable by Lessee to Lessor under this Lease shall be prorated as of the termination date, and in the event any rent shall have been paid in advance, Lessor shall rebate them for the unexpired period for which payment shall have been made.

d. *Election not to terminate.* If, in the event of destruction or damage during the last six (6) months of the term of this Lease, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to Lessee for repair or replacement, and Lessee shall be obligated to repair the Premises as provided above.

e. Each party to this Lease shall notify the other party of any unsafe condition in the Parking Area promptly upon its discovery.

14. UTILITIES.

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and all other public utilities furnished to the Premises throughout the term of this Lease, and all other costs and expenses in connection with the use, operation and maintenance of the Premises and all activities conducted on the Premises. Lessor shall have no responsibility of any kind for any of those costs and expenses.

15. LIENS.

a. *Lessee's duty to keep Premises free of liens.* Lessee shall keep all of the Premises and every part of the improvements at any time located on the Premises free and clear of any mechanics', materialmen's, and other liens arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge all claims on which any lien may or could be based, and Lessee shall indemnify Lessor and all of the Premises and all improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Lessee shall give Lessor written notice no less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to

cost in excess of \$1,000 in order that Lessor may post appropriate notices of Lessor's non-responsibility.

b. *Contesting liens.* If Lessee desires to contest any lien, Lessee shall notify Lessor of its intention to do so within ten (10) days after the filing of the lien. In such a case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered on it, and any delay shall be a default of Lessee under this Lease. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting from the contest.

16. INDEMNIFICATION OF LESSOR.

a. Lessee shall save and hold harmless Lessor from, and shall indemnify Lessor against any loss, liability, claim, damage, expense, penalty, or fine that is not covered by insurance carried or required to be carried by Lessor, including bodily injury, death, and property damage, arising out of the use of the Parking Area by Lessee, its employees, representatives, agents or invitees during Operating Hours. The foregoing indemnification shall include, without limitation, an obligation to repair or pay for the repair of damage to landscaping, and other personal property, fixtures, and improvements located on the Parking Area, to the extent such damage is caused by Lessee, its employees, agents or invitees and the public during Operating Hours.

b. Lessor shall jointly and severally save and hold harmless Lessee from, and shall indemnify Lessee against any loss, liability, claim, damage, expense, penalty or fine, including bodily injury, death and property damage, arising out of the use of the Parking Area by Lessor or its respective employees, representatives, agents, contractors, members, parishioners, or invitees.

c. Each claim for indemnification made under this Agreement shall be subject to the following provisions:

(1) The indemnity shall cover the costs and expenses of the indemnitee including, without limitation, reasonable attorneys' fees, disbursements, and court costs, related to any actions, suits, or judgments incident to any of the matters covered by such indemnity, whether at trial or on appeal.

(2) The indemnitee shall notify the indemnitor of any Claim (as herein defined) against the indemnitee covered by the indemnity within forty-five (45) days after it has notice of such Claim, but failure to notify the indemnitor shall in no case prejudice the rights of the indemnitee under this Agreement unless the indemnitor shall be prejudiced by that failure and then only to the extent the indemnitor shall be prejudiced by the failure. Should the indemnitor fail to discharge or undertake to defend the indemnitee against such liability upon learning of the same, then the indemnitee may settle such liability, and the liability of the indemnitor under this Agreement shall be conclusively established by that settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, disbursements and court costs, incurred by the indemnitee in effecting the settlement.

(3) For purposes of this Agreement, "Claim" shall mean any obligation, liability, claim (including, but not limited to, any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage, cost, or expense.

(4) The obligations of the parties under this section shall survive the termination or expiration of this Agreement and remain binding upon the parties to this Agreement until fully observed, kept, or performed.

d. Nothing herein is intended to serve as a waiver of sovereign immunity by Lessee nor shall anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement.

17. ATTORNEY'S FEES.

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of this Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

18. REDELIVERY OF PREMISES.

a. Upon the expiration or sooner termination of this Lease, Lessee shall surrender the Premises to Lessor in good order and condition subject to the following provisions:

- i. Lessee shall remove all parking pay stations from the Premises;
- ii. Lessee shall remove all lighting fixtures from the Premises;
- iii. Lessee shall remove any other structures or appurtenance from the Premises.

b. In the event that Lessor wishes to have all asphalt improvements removed from the Premises in addition to those improvements identified in Paragraph 20.a above, Lessor shall notify Lessee of the same and Lessee shall have one hundred and twenty (120) days pursuant to said notice, at Lessee's sole cost and expense, to remove all asphalt improvements from the Premises and re-sod the Premises.

c. The Lessor shall have the right but not the obligation to retain at no cost or expense to Lessor – the improvements made on the Premises following termination except for the following: solar powered assembly and light fixtures; solar powered parking meters; wheelstops; and parking signage. In the event that Lessor wishes to retain any of the structural or other improvements made on the Premises, with the exception of those listed herein, Lessor shall notify Lessee of the same ninety (90) days prior to the end of the Lease term and Lessee shall surrender the Premises at the end of the Lease term with the improvement identified by Lessor in good order and condition.

19. REMEDIES CUMULATIVE.

All remedies conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

20. INSURANCE.

a. Lessee shall provide insurance for all improvements made to the Premises. Lessee further agrees to maintain a qualified insurance program in the limits specified in Florida Statute 768.28 with Lessor as a named insured. The insurance program shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. Lessee shall provide Lessor with a Certificate of Insurance evidencing Lessee's insurance program. In the event that Lessee's insurance program is modified during the term of this Lease, Lessee shall provide Lessor with at least thirty (30) days prior written notice.

b. No party shall have any right or claim against the other for any property damage or loss (whether caused by negligence or the condition of the Parking Area or any part thereof) by way of subrogation or assignment, the Parties waive and relinquish any such right of recovery, to the extent such damage or loss is covered by a policy of insurance referred to in the foregoing subsection of this Section. The Parties shall each request its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the other parties to this Agreement. It is the express intention of the Parties that the waivers contained in this section apply to all matters described in this Agreement, including, without limitation, any matter that is caused in whole or in part by the sole or concurrent negligence of either party, or any of their employees, agents, or invitees.

21. PROHIBITION OF INVOLUNTARY ASSIGNMENT.

Neither this Lease nor the Leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in the improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise, or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

22. NOTICE OF DEFAULT.

Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee fifteen (15) days written notice of the default and Lessee fails to cure the default within fifteen (15) days except where the actions necessary to cure the default take in excess of fifteen (15) days to complete in which case Lessee shall commence curing of default within the initial fifteen (15) day period and shall continue without interruption. In the event Lessee is unable to cure the default within thirty (30) days, Lessee shall be in default of the Lease and the Lessor may terminate the rights of Lessee hereunder.

23. DEFAULT.

a. In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies Lessor may have, shall have the immediate right of reentry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to reenter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Lease.

b. No reentry or taking possession of the Leased Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of Lessor's intention to terminate this Lease is given to Lessee or unless the termination of the Lease is decreed by a court of competent jurisdiction.

c. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

24. MARKET FOR SALE

Lessor shall have the absolute right to sell, assign, mortgage, or otherwise encumber or dispose of Lessor's interest in the Premises including, without limitation, erecting any type of for sale or future development sign on or adjacent to the Premises and taking any further action in connection therewith or related thereto. No such action by the Lessor shall be considered to be a disruption of Lessee's quiet enjoyment of the Premises.

25. EFFECT OF EMINENT DOMAIN.

a. *Effect of total condemnation.* In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability accruing under this Lease after that date.

b. *Effect of partial condemnation.* In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of the termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been appropriated or taken.

In the event of partial taking and Lessee does not terminate this Lease, this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term shall continue in the manner provided for above in Paragraph 3.

c. *Condemnation award.* In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking.

In the event of a partial taking of the Premises and this Lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the Leased Premises by Lessee and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending upon the termination of the Lease.

26. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

27. WAIVER.

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of, any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of that term, covenant, condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

28. EFFECT OF LESSEE'S HOLDING OVER.

Any holding over after the expiration of the term of this Lease, without the express written consent of Lessor, shall be deemed to be a tenant from month-to-month only, at ten (10%) percent increase of the monthly installment in effect during the last month of the expired Term. Except as aforesaid, such tenancy shall be upon and subject to the terms of this Lease. Either party may terminate such tenancy by giving to the other at least thirty (30) days prior written notice of its intent to terminate.

29. PUBLIC RECORDS.

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Lessor shall comply with Florida's Public Records Law, as amended. Specifically, the Lessor shall:

(1) Keep and maintain public records required by the City in order to perform the service.

(2) Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lessor does not transfer the records to the City.

(4) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Lessor, or keep and maintain public records required by the City to perform the service. If the Lessor transfers all public records to the City upon completion of the contract, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of the contract, the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. Failure of the Lessor to provide the above described public records to the City within a reasonable time may subject Lessor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

30. GOVERNING LAW AND VENUE; NONEXCLUSIVITY

a. The Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

b. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

31. PARTIES BOUND.

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease. All of the parties to this Lease shall be jointly and severally liable under the Lease.

32. TIME OF THE ESSENCE.

Time is of the essence of this Lease and of every covenant, term, condition, and provision of this Lease.

33. SECTION CAPTIONS.

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered above.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

"LESSOR":

Witnesses:

Miguelina LAVERGNE
 Signature
Miguelina LAVERGNE
 Print Name

Robert YANNITZE
 Signature
ROBERT YANNITZE
 Print Name

JJ LAND REALTY, LLC
 a Florida limited liability company

By: CF Land Realty, LLC, a Florida Limited
 Liability Company, a managing member

By: *Jacob Chetrit* 11/26/19
 Jacob Chetrit, Manager

STATE OF ~~NEW YORK~~ FLORIDA
 COUNTY OF ~~NASSAU~~ MIAMI DADE

The foregoing instrument was acknowledged before me this 26 day of November, 2019, by Jacob Chetrit, Manager of CF Land Realty, LLC, as Managing Member of JJ Land Realty, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

PRINT " "
 NOTARY'S SEAL:



ESPERANZA M PAREDES
 Commission # GG 175829
 Expires February 6, 2022
 Bonded Thru Budget Notary Services

Esperanza M. Paredes
 NOTARY PUBLIC, STATE OF ~~NEW YORK~~ FLORIDA

ESPERANZA M. Paredes
 (Name of Acknowledger Typed, Printed or Stamped)

66175829
 Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Carida FortBy: [Signature]
REX HARDIN, MAYORShelby R. BartholomewBy: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

[Signature]MARK E. BERMAN
CITY ATTORNEYSTATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence, this 3 day of February, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** 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:

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

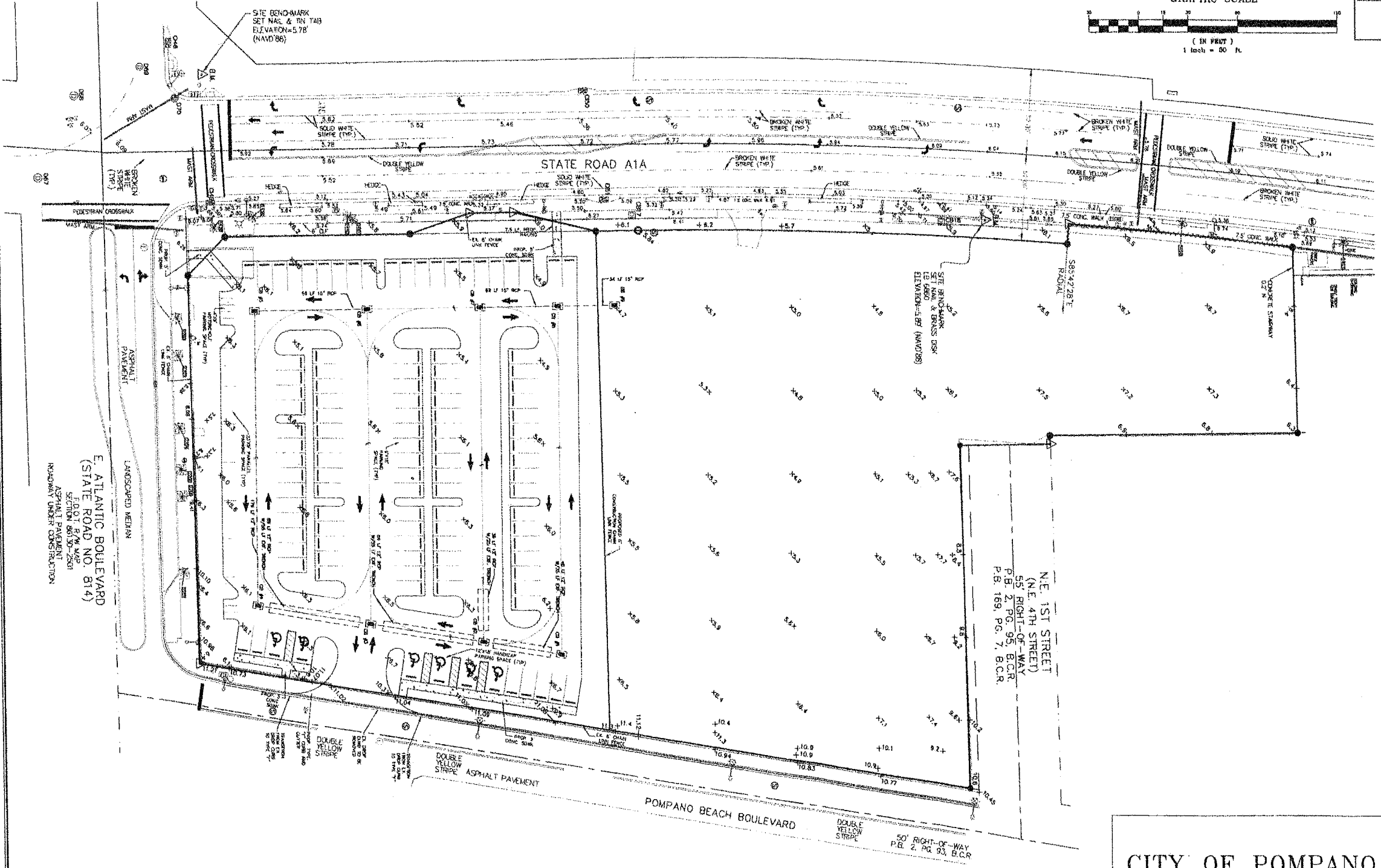
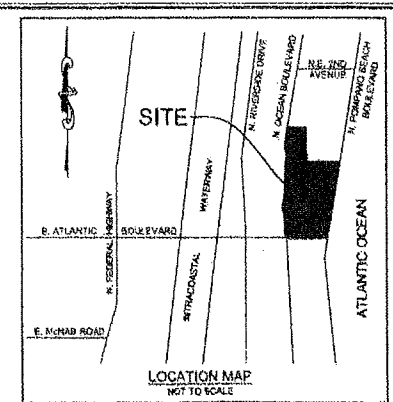
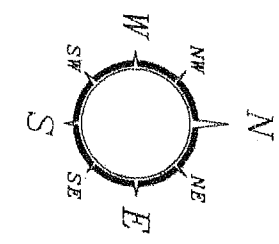
Commission Number

MEB/TAL:jrm
11/21/19
L:realest/2020-304

EXHIBIT "A"

STRUCTURE SCHEDULE													
STRUCTURE NUMBER	RIM ELEVATION	INVERT ELEVATION				FLOOR ELEVATION	STRUCTURE NUMBER	RIM ELEVATION	INVERT ELEVATION				FLOOR ELEVATION
		N	S	E	W				N	S	E	W	
CB-1	9.65	N/A	7.00	N/A	N/A	5.50	CB-5	6.25	2.85	N/A	3.75	N/A	1.25
CB-2	10.20	6.90	6.85	N/A	7.00	5.25	CB-6	5.75	2.65	2.75	N/A	N/A	1.00
CB-3	10.30	6.75	6.65	N/A	N/A	5.00	CB-7	6.00	2.45	2.55	N/A	N/A	0.85
CB-4	10.00	6.55	N/A	N/A	3.85	2.25	CB-8	6.20	1.95	2.35	N/A	N/A	0.35
							BB-9*	4.70	N/A	1.80	N/A	N/A	0.25

NOTES: CATCH BASINS SHALL BE FOOT TYPE "C" 24"x37" DITCH BOTTOM WITH USF FRAME AND GRATE # 6611
BUBBLE UP STRUCTURE FOOT TYPE "C" 24"x37" DITCH BOTTOM



- ABBREVIATION AND SYMBOL LEGEND:
- B.C.R. BROWARD COUNTY RECORDS
 - CB CATCH BASIN
 - CD CATCH BASIN (DELTA) ANGLE
 - CL CHAIN LINK FENCE
 - CONC CONCRETE
 - C&G CORE AND GUTTER
 - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
 - FL FLORIDA POWER & LIGHT
 - I.E. INTERESTED PARTY EASEMENT
 - L.B. LICENSED BUSINESS
 - N.A.D.83 NORTH AMERICAN DATUM OF 1983
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - R.S. RIGHT-OF-WAY
 - TYPICAL UTILITY EASEMENT
 - VALVE VALVE
 - MEASURED DISTANCE
 - PLAT DISTANCE
 - BELLSOUTH RIVER
 - TRAFFIC SIGNAL BOX
 - SANITARY MANHOLE
 - CATCH BASIN
 - ELECTRIC MANHOLE
 - FIRE HYDRANT
 - WATER GATE VALVE
 - CONCRETE UTILITY LIGHT POLE
 - ELECTRIC HAND HOLE
 - WATER METER
 - QUI WIRE ANCHOR
 - CENTERLINE
 - DSB STORM DRAIN MANHOLE AND STRUCTURE NUMBER (SEE NOTE 15)
 - CLUB INLET AND STRUCTURE NUMBER (SEE NOTE 15)
 - 1" SINGLE POST SIGN
 - OHV OVERHEAD WIRE
 - NON-VEHICULAR ACCESS LINE
 - DECORATIVE LIGHT POLE
 - TELEPHONE MANHOLE
 - NAVD83 HARD ELEVATION IN FEET
 - NAVD83 SOFT ELEVATION IN FEET
 - SITE BENCHMARK
 - SET 5/8" IRON ROD AND PLATING CAP STAMPED "KEIR & ASSOC. L.B. 6880"
 - SET PARKER MALON NAIL WITH DISK STAMPED "KEIR & ASSOC. L.B. 6880"
 - PALM TREE

REVISION	
DATE	

DATE	08-17-11
SCALE	1"=30'
FIELD BOOK	
DESIGN BY	
CHECKED BY	

OCEANSIDE PARCEL "A"
PROPOSED PARKING
CITY OF POMPANO BEACH, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN
PARCEL "A", ATLANTIC POINT PLAT NO. 1, PLAT BOOK 169, PAGE 7 AND LOTS 5-8, BLOCK 13, POMPANO BEACH SUBDIVISION, PLAT BOOK 2, PAGE 93 SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST
POMPANO BEACH, FLORIDA

CITY OF POMPANO BEACH	Seal:
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