



DEVELOPMENT SERVICES

David L. Recor, ICMA-CM, Development Services Director

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September 24, 2020

Ms. Josie P. Sesodia, Director
Planning and Development Management Division
Environmental Protection and Growth Management Department
1 North University Drive, Box 102A
Plantation, FL 33324

RE: Plat Note Amendment, Amending Notation Included in the Arvida Pompano Park Plat – Letter of No Objection

Folio #: 494203220010, 494203220020 494203220021, 494203220022 and 494203220023

Plat: Arvida Pompano Park P.B. 137, P. 33

Location: Southeast corner of Powerline Road and SW 3rd Street

Ms. Sesodia:

The City of Pompano Beach has no objection to amending a notation included in the Arvida Pompano Park Plat. The change to the note is, as follows:

From:

TRACTS A AND B OF THIS PLAT ARE RESTRICTED TO: 300,000 SQUARE FEET OF COMMERCIAL USE, 600,000 SQUARE FEET OF COMMERCIAL RECREATION USE, 450,000 SQUARE FEET OF OFFICE USE, 500 MID-RISE UNITS, AND 250-ROOM HOTEL.

To:

TRACTS A AND B OF THIS PLAT ARE RESTRICTED TO: 200,000 SQUARE FEET OF COMMERCIAL USE, 200,000 SQUARE FEET OF COMMERCIAL RECREATION USE, 375,000 SQUARE FEET OF OFFICE USE, AND 300,000 SQUARE FEET OF INDUSTRIAL USE.

The City of Pompano Beach has no objection to these changes on the Plat.

If you have any questions, please contact Maggie Barszewski at 954-786-7921.

Regards,

Maggie Barszewski, AICP
Planner

Enclosures

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(7)

Return recorded copy to:

PLAT REL

Plat Book 137, Page 33

Planning and Development Management Division
Environmental Protection and
Growth Management Department
Governmental Center West
1 North University Drive
Building A, Suite 102
Plantation, FL 33324

Document prepared by:
Mike Vonder Meulen, AICP
Keith and Associates, Inc.
301 East Atlantic Blvd.
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

Pompano Park JV Northwest Corner, 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 Arvida Pompano Park Plat, Plat No./Clerk's File No. 093-MP-87, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on June 7, 1988; 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 June 4, 2019;

CAF#358
Rev. 2015

Approved BCC ¹ 6/4/19 #43
Submitted By Planning & Development
RETURN TO DOCUMENT CONTROLLER

(a)

(15)

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
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 sitis, 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 4 day of June, ~~2020~~²⁰¹⁹, and DEVELOPER, signing by and through its Authorized Representative 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

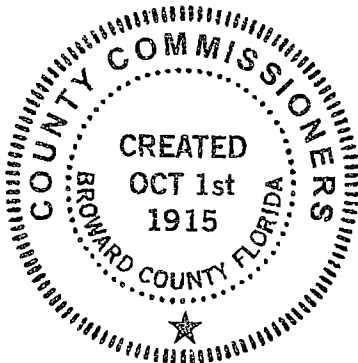
By 
Mayor

3rd day of April, 2020

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 
Assistant County Attorney

02 day of April, 2020



DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Pompano Park JV Northwest Corner, 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

Alyssa Manas-Hall
(Signature)
Print name: Alyssa Manas-Hall

By Jonathan A. Corish
Jonathan A. Corish
Co-Managing Member

Adama Kamara
(Signature)
Print name: Adama Kamara

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

23 day of January, 2020

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF MARYLAND)
) SS.
COUNTY OF BALTIMORE)

The foregoing instrument was acknowledged before me this 23 day of January, 2020, by Jonathan A. Cordish, as Co-Managing Member of POMPANO PARK JV HOLDINGS INVESTORS, a Maryland limited liability company, as Managing Member of POMPANO PARK JV HOLDINGS, LLC, a Delaware limited liability company, as 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)

My commission expires:

NOTARY PUBLIC:

Alyssa K. Manas-Hall
Print name: Alyssa Manas-Hall

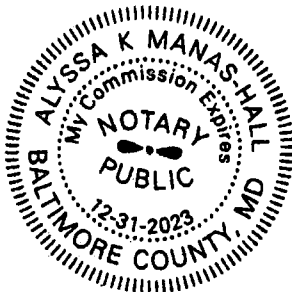


EXHIBIT "A"

LEGAL DESCRIPTION

Tract "A" of Arvida Pompano Park, according to the Plat thereof, recorded in Plat Book 137, Page 33, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

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 A 250-ROOM HOTEL ON TRACT A, 93,000 SQUARE FEET OF INDUSTRIAL USE ON TRACT B, AND 716,000 SQUARE FEET OF OFFICE USE ON TRACTS A OR B. COMMERCIAL/RETAIL/BANK USES ARE NOT PERMITTED IN THE INDUSTRIAL OR OFFICE SQUARE FOOTAGE WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

TRACTS A AND B OF THIS PLAT ARE RESTRICTED TO: 300,000 SQUARE FEET OF COMMERCIAL USE, 600,000 SQUARE FEET OF COMMERCIAL RECREATION USE, 450,000 SQUARE FEET OF OFFICE USE, 500 MID-RISE UNITS, AND 250-ROOM HOTEL.

EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

☒ **Expiration of Finding of Adequacy for Plat or Parcel without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales, and construction offices) and first inspection approval are not issued by June 4, 2024, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by June 4, 2024, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

☒ **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.