

Return to: (enclose self-addressed stamped envelope)

**Name:** Alicia J. Lewis, Esq.

**Address:**

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

**This Instrument Prepared by:**

Alicia J. Lewis, Esq.  
Greenspoon Marder, LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

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**FIRST AMENDMENT TO MUNICIPAL LAND DEDICATION AGREEMENT**

This First Amendment to Municipal Land Dedication Agreement (“AMENDMENT”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as “CITY”) and STELLAR PEMBROKE PINES 60, LLC, a Florida limited liability company, with a business address of 2700 W. Cypress Creek Rd., #D118, Fort Lauderdale, FL 33309 (hereinafter referred to as the “OWNER”). Both the OWNER and the CITY are hereinafter sometimes referred to as the “PARTIES”.

**WITNESSETH**

**WHEREAS**, OWNER’S predecessor in title, MONTESSA Development Corporation, a corporation authorized to do business in the State of Florida, and CITY entered into that certain Municipal Land Dedication Agreement (“ORIGINAL AGREEMENT”) dated May 18, 2007, and recorded August 28, 2007 in Official Records Book 44538, at page 155 of the public records of Broward County, Florida; and

**WHEREAS**, Section 154.36 of the Code of Ordinances of the City of Pembroke Pines, Florida requires that developers provide land equal to six (6%) percent of the gross area to be developed for public parks, recreation, and municipal purposes as a condition to certain subdivision and zoning approvals (“Municipal Land Dedication Requirement”); and

**WHEREAS**, the OWNER owns approximately 6.7433 acres of real property described in **Exhibit “A”** attached hereto and made a part hereof, which is part of the MONTESSA BUSINESS PARK lying within the municipal boundaries of the CITY which the OWNER intends to develop in the future (“Property”); and

**WHEREAS**, the PARTIES desire to amend the Agreement as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants contained herein, the PARTIES, intending to be legally bound, hereby agree as follows:

**SECTION 1.           Recitals.** The above recitals are true and correct and are hereby incorporated into the body of this AMENDMENT as if fully set forth herein.

**SECTION 2.           Construction; Effect of Amendment.** This AMENDMENT shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in, the ORIGINAL AGREEMENT. Except as expressly modified by this AMENDMENT, all of the provisions of the ORIGINAL AGREEMENT that are not in conflict with the terms of this AMENDMENT shall remain in full force and effect. All references to “Agreement” in the ORIGINAL AGREEMENT and in this AMENDMENT shall be deemed to refer to the ORIGINAL AGREEMENT as amended by this AMENDMENT.

**SECTION 3.           Defined Terms.** Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Original Agreement. The term “Agreement” shall include this Amendment.

**SECTION 4.           Dedication Requirement.** The CITY and the OWNER agree that the total Municipal Land Dedication Requirement shall be satisfied by OWNER making a monetary contribution to CITY in the sum of ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 (\$167,000.00) in lieu of conveying the required acreage to the CITY for municipal dedication all in accordance with Section 154.36 of the CITY Code of Ordinances (the “Municipal Impact Fee”). These monies shall be paid to the CITY as follows:

The total Municipal Impact Fee shall be paid by OWNER to CITY upon the issuance of the building permit for vertical construction on the Property.

The above mentioned Municipal Impact Fee shall constitute complete satisfaction of CITY requirements to provide for the park, recreational and municipal dedication impacts related to the development of the Property, and nothing in this agreement shall be interpreted to entitle the CITY to receive more than ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 (\$167,0000.00).

**SECTION 5.           Extension.** Any time frame in this AMENDMENT may be extended by written authorization of the CITY and the OWNER.

**SECTION 6.           Municipal Impact Fee Reasonable.** It is agreed by the PARTIES that the OWNER’s obligation to provide for CITY park, recreational and municipal land and facilities related to the development of the Property is being determined at this time in this AMENDMENT. The OWNER, for itself and its successors and assigns, hereby waives any right to seek a reduction in the sum of the Municipal Impact Fee made in lieu of land dedication to the CITY for park, recreational and municipal land dedication needs related to the development of the platted Property and acknowledges that the amount of the Municipal Impact Fee herein does not constitute an unreasonable, unfair or unlawful condition upon the OWNER,

**SECTION 7.           City Right to Payment.** In addition to any other remedy provided by law, the CITY shall be entitled to deny the issuance of building permits and subsequent site plan approvals for development of the Property unless payment is made in accordance with Section 4 above.

**SECTION 8.           Recordation of Amendment and Release.** This AMENDMENT shall be recorded among the Public Records of Broward County, Florida. When all of the obligations set forth herein are fully paid and performed, CITY, at the request of OWNER or its successors, and upon payment of any applicable fees, shall cause a release, termination and satisfaction of this AMENDMENT and the ORIGINAL AGREEMENT to be recorded in the Official Records of Broward County, Florida.

**SECTION 9.           Notice.** All notices provided for herein shall be in writing and transmitted by messenger, certified U.S. Mail return receipt requested, or facsimile transfer with confirmed receipt, and shall be mailed or delivered to the following:

As to CITY:                   Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 431-4884  
Facsimile No. (954) 437-1149

With a Copy to:           Samuel S. Goren, Esq.  
Office of the city Attorney  
Goren, Cherof, Doody, & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4293

As to OWNER:               Stellar Pembroke Pines 60, LLC,  
a Florida limited liability company  
c/o Alicia J. Lewis, Esq.  
Greenspoon Marder, LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

**SECTION 10.           Attorney's Fees and Costs.** In connection with any litigation arising out of or in connection with this AMENDMENT, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal fees and costs.

**SECTION 11.           Entire Amendment.** This AMENDMENT incorporates, merges, and supersedes all prior agreements, negotiations, understandings, promises, covenants, conditions, representations, and warranties between the PARTIES relative to the subject matter hereof including, without limitation, the ORIGINAL AGREEMENT. No claimed modification of this AMENDMENT shall be effective and binding unless such modification is in writing and duly executed by the party sought to be charged therewith.

**SECTION 12. Venue and Governing Law.** Venue for all proceedings in connection with this AMENDMENT shall be Broward County, Florida, and all aspects of the AMENDMENT shall be governed by the laws of the State of Florida.

**SECTION 13. Survive Closing.** The obligations of the CITY and the OWNER shall survive the execution and delivery of this AMENDMENT.

**SECTION 14. Further Assurances.** The PARTIES hereby agree from time to time to execute and deliver such further documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this AMENDMENT. OWNER hereby represents to CITY, with full knowledge that CITY is relying upon those representations when entering into this AMENDMENT with OWNER, that OWNER has sole interest in ownership of the Property.

**SECTION 15. Severability.** If any part of this AMENDMENT or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**SECTION 16. Headings.** The sections and paragraph headings contained in the AMENDMENT are for reference purposes only and shall not effect in any way the interpretation of the Agreement.

**SECTION 17. Successors and Assigns.** The terms and conditions of the AMENDMENT shall bind, and inure to the benefit of, the PARTIES hereto and their respective successors, legal representatives, and assigns.

**SECTION 18. Legal Representation.** Is acknowledged that each party to this AMENDMENT had the opportunity to be represented by counsel in the preparation of this AMENDMENT, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both PARTIES.

**[Signatures on Following Pages]**

**IN WITNESS WHEREOF**, the PARTIES hereto have made and executed this AMENDMENT on the respective dates under each signature: the CITY through its City Commissioners, signed by and through its Mayor, authorized to execute same by City Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and OWNER, by and through the undersigned officer duly authorized to execute same.

CITY

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, CITY CLERK

BY: \_\_\_\_\_

APPROVED AS LEGAL FORM:

DATE: \_\_\_\_\_

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

OWNER

WITNESSES:

STELLAR PEMBROKE PINES 60, LLC, a Florida  
limited liability company

\_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, an office duly authorized by law to administer oaths and take acknowledgements,  
personally appeared \_\_\_\_\_, as \_\_\_\_\_  
of STELLAR PEMBROKE PINES 60, LLC, a Florida limited liability company, who is personally known  
to me, or who has produced \_\_\_\_\_ as identification, and is the person  
who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf  
of said Corporation and that s(he) was duly authorized to do so.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires:

**EXHIBIT “A”**

THE WEST ONE HALF (W ½) OF THE WEST ONE HALF (1/2), OF TRACT 49, 50, AND 51, LESS THE NORTHERLY 100 FEET OF TRACT 49, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF “FLORIDA FRUIT LANDS COMPANY’S SUBDIVISION NO. 1”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, 2 AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.