

Return recorded document to:
Development & Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
115 S. Andrews Avenue
Fort Lauderdale, FL. 33301

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.

**VEHICULAR ACCESS AGREEMENT
LIMITATION OF HOURS OF USE OF FACILITIES**

This Vehicular Access Agreement, made this 23 day of 06, 2010, by 1940 N 30 Road Hollywood, LLC, its successors and assigns, (hereinafter referred to as "OWNER,") and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the CITY OF HOLLYWOOD, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, OWNER is the fee title owner of that certain real property known as the YELLOW GREEN FARMER'S MARKET, located in the City of Hollywood, in Broward County, Florida, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "PROPERTY") ; and

WHEREAS, OWNER hereby covenants that OWNER is lawfully seized of said PROPERTY in fee simple; that the PROPERTY is free and clear of all encumbrances that are inconsistent with the terms of this Agreement and all mortgagees have been joined or subordinated; that OWNER has good right and lawful authority to voluntarily restrict access to and use of the PROPERTY; and that OWNER agrees to fully warrant and defend this Agreement against the claims of all persons whomsoever; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances requires that a Transportation Concurrency Satisfaction Certificate be obtained from the Broward County Development and Environmental Regulation Division prior to application for any building permit with any local government within Broward County; and

WHEREAS, pursuant to Chapter 27 of the Broward County Code of Ordinances, OWNER has applied for County Environmental Review Approval of building plans for a "YELLOW GREEN FARMER'S MARKET," on PROPERTY; and

WHEREAS, COUNTY staff calculated the additional trips that equal the difference between the trips to be generated by the YELLOW GREEN FARMER'S MARKET and the trips generated by the existing warehouse building; and

WHEREAS, on November 23, 2009, the Broward County Development and Environmental Regulation Division calculated the Transportation Concurrency Fees to be \$241,070.00 based on the P.M. peak hour traffic generation for a 64,986 square foot commercial building located in the Southeast Concurrency District; and

WHEREAS, OWNER maintains that the YELLOW GREEN FARMER'S MARKET will be open to the public only on Thursdays from 7:00 p.m. to 11:00 p.m., on Federal legal holidays from 7:00 a.m. to 3:00 p.m. and on Saturdays and Sundays from 7:00 a.m. to 4:00 p.m.; and

WHEREAS, OWNER maintains that the YELLOW GREEN FARMER'S MARKET will not generate traffic during the weekday P.M. peak hour and is willing to restrict all vehicular traffic from entering or exiting the PROPERTY between the hours of 4:00 p.m. to 6:00 p.m., Monday through Friday; and

WHEREAS, the COUNTY finds that these restrictions on the PROPERTY will satisfy the COUNTY'S transportation concurrency requirements for the YELLOW GREEN FARMER'S MARKET which will be met upon the execution of, recordation and compliance with, the terms of this Agreement by OWNER; and

WHEREAS, the COUNTY and CITY agree that the CITY shall be responsible for monitoring the YELLOW GREEN FARMER'S MARKET, or any subsequent uses on the PROPERTY, for compliance with the restrictions set forth in this Agreement; and

WHEREAS, OWNER, in fulfillment of that obligation hereby places certain restrictions on the use of the PROPERTY; NOW THEREFORE,

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. OWNER hereby declares that the PROPERTY shall be held, maintained, transferred, sold, conveyed, and owned subject to the following designations and restrictions:
 - a. The YELLOW GREEN FARMER'S MARKET, or any subsequent uses on the PROPERTY, shall be open to the public only on Thursdays from 7:00 p.m. to 11:00 p.m., on Federal legal holidays from 7:00 a.m. to 3:00 p.m. and on Saturdays and Sundays from 7:00 a.m. to 4:00 p.m.
 - b. All vehicular traffic shall be prohibited from entering or exiting the PROPERTY between the hours of 4:00 p.m. to 6:00 p.m., Monday through Friday, except emergency vehicles and vehicles of the three registered managers of the OWNER, if necessary.
 - c. In the event that the License Agreement dated May 5, 2010, between the Florida Department of Transportation and 30 Railroad, LLC is terminated/revoked, then Yellow-Green Farmer's Market must provide the City of Hollywood with alternative access relating to fire and emergency services, parking, vehicular and pedestrian ingress or egress in accordance with all City codes, ordinances and regulations, or cease and desist its operations.
 - d. OWNER agrees to provide COUNTY and CITY, within ten (10) days prior to October 1st of each year following the recordation of this Agreement with a written affidavit certifying continuous compliance with Paragraphs 2a, 2b, and 2c.
 - e. OWNER agrees that employees or agents of COUNTY and/or CITY may observe activity within the PROPERTY, without notice to OWNER, in order to verify compliance with this Agreement.
3. The CITY agrees to monitor the YELLOW GREEN FARMER'S MARKET and any subsequent uses on the PROPERTY for compliance with the restrictions set forth in Sections 2a, 2b and 2c of this Agreement and shall provide the Broward County Development and Environmental Regulation Division with written notice of any violation.
4. COUNTY, by and through its County Administrator, and CITY, by and through its City Manager or his/her designee, at the request of OWNER or its successor, shall cause a release of this Agreement to be recorded in the Official Records of Broward County, Florida upon payment of all applicable transportation concurrency fees at the rate in effect at the time of the request for the release of the Agreement. CITY agrees to join in the execution of said release.

5. COUNTY and CITY, by and through their respective Commissions, their successors and assigns, are the beneficiaries of the restrictions contained herein and, as such, COUNTY and/or CITY may enforce these restrictions by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. In addition to all the legal and equitable remedies available to COUNTY and CITY, in the event OWNER defaults under the terms of this Agreement, subject to the cure provisions in paragraph 6 herein, and after written notice from the CITY and/or COUNTY that this Agreement has been violated, OWNER agrees that COUNTY shall be entitled to immediate payment of outstanding transportation concurrency fees due in effect at the time of the default, plus costs and interest as set out herein. If payment of the outstanding amount due pursuant COUNTY demand is not made within thirty (30) days of notice from COUNTY of the default, COUNTY may maintain an action against OWNER in a court of competent jurisdiction for the amount due, plus costs and interest accrued from the due date at the statutory interest rate in effect for that year pursuant to Section 55.03, Florida Statutes, as amended, and, at the option of the COUNTY and/or CITY, COUNTY and/or CITY may withhold any further approvals on the PROPERTY until the outstanding fees are paid.
6. If OWNER defaults under this Agreement, OWNER shall have fifteen (15) days after the receipt of a written notice of default to cure said default to satisfaction of the CITY and/or COUNTY. If the OWNER cures the default addressed in the written notice of default to the satisfaction of the CITY and/or COUNTY, the OWNER's rights under this Agreement shall be restored. However, OWNER's right to cure a default following written notice of default shall be limited to once per twelve (12) month period.
7. Any failure of COUNTY or the CITY to enforce the terms of this Agreement shall not be deemed a waiver of the right to do so thereafter.
8. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively "covenants and restrictions") in perpetuity. These covenants and restrictions shall be binding on all persons and entities acquiring title to or use of the PROPERTY, or any portion thereof, and all persons and entities claiming under them in perpetuity following the date of recordation of this Agreement by the OWNER.
9. Invalidation of any one of the provisions contained herein by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
10. 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

11. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. This Agreement shall be recorded in the Public Records of Broward County, Florida, at OWNER's expense and shall become effective upon recordation.
13. With the exception of paragraph 4, this Agreement shall not be modified, amended or released as to any portion of the PROPERTY except by written instrument prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

[REMAINDER OF PAGE 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 _____ day of _____, 20____, CITY of Hollywood, by and through its MAYOR, duly authorized to execute same, and OWNER, signing by and through its OWNER, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

_____ day of _____, 20____,

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney

4TH day of AUGUST, 2010

WITNESSES:

ATTEST:

By *Ruthia Kinney*
City Clerk

CITY

CITY OF HOLLYWOOD

By *[Signature]*
Mayor-Commissioner

27 day of July, 2010.

Carl Thomas
City Manager c7
26 day of July, 2010.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City Attorney

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: *Jeffrey Shiff* DR
CITY ATTORNEY

OWNER

Witnesses:

1940 N 30 Road Hollywood, LLC

Sulyn Guenther
[Signature]

By Eyal Lalo
Title: OWNER

Maria C Fonseca
[Signature]

23 day of 06, 2010.

Corporate Seal

STATE OF FLORIDA)

COUNTY OF)

The foregoing instrument was acknowledged before me this 23 day of JUNE, 2010, by EYAL LALO, as OWNER of 1940 N 30 ROAD, a _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: Angela Lowery

Print Name: Angela Lowery

State of Florida At Large

My Commission Expires: 12/13/2011

Commission Number: DD738111

(SEAL)

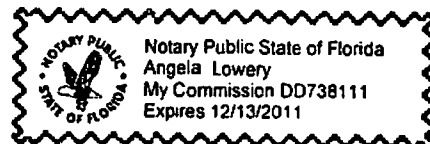


EXHIBIT A
YGFM PROPERTY

All that certain Tract or Parcel of land being a portion of the NE 1/4 of Section 8, Township 51 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commence at the Southeast corner of the said Northeast 1/4; thence Westerly along the South boundary of the said Northeast 1/4 a distance of 615.00 feet; thence Northerly, making an included angle of $89^{\circ}41'$, a distance 657.87 feet to the point of beginning; thence continuing Northerly along the aforementioned course a distance of 500.00 feet; thence Easterly, making an included angle of $89^{\circ}56'$, a distance of 400.0 feet; thence Southerly, making an included angle of $87^{\circ}27'14''$, a distance of 500.49 feet; thence Westerly, making an included angle of $92^{\circ}32'46''$, a distance of 377.08 feet to the Point of Beginning.