

Return recorded copy to:

PLAT REL

Plat Book 178, Page 99

Urban Planning Division
1 North University Drive, Box 102A
Plantation, Florida 33324

Document prepared by:

Joselyn Aldas
KEITH
301 E Atlantic Boulevard
Pompano Beach, FL 33060

**NOTICE: PURCHASERS, GRANTEES, 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

ICG CGP 58 LLC, its successors
and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the N.W. 27th AVENUE PLAT Plat, Plat No./Clerk's File No. 106-MP-05, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on August 7, 2001; 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 January 23, 2024; Item Number 36;

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CAF#358
Rev. 02/06/2020

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. In the event that all the owners and/or mortgagees of property within the PLAT being amended are not parties to this Agreement, DEVELOPER hereby agrees to indemnify, defend, and hold COUNTY harmless from any claims or causes of action brought by owners and/or mortgagees of property within the PLAT as a result of this Agreement for Amendment of Notation on the Plat. This indemnification obligation shall run with the land and bind DEVELOPER's successors and assigns.
4. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Broward County Urban Planning Division
1 North University Drive, Box 102A
Plantation, Florida 33324

For the DEVELOPER:

ICG CGP 58 LLC

20900 NE 30 AVE STE 914

AVENTURA, FL 33180

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

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Rev. 02/06/2020

Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the state of Florida.

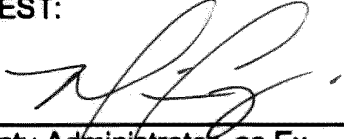
7. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the 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 23 day of January, 2024, and DEVELOPER, signing by and through its _____, 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 Nan Rich Digitally signed by NAN
H. RICH
Date: 2024.02.05
12:43:13 -05'00'

Mayor

____ day of _____, 20__



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 Deanna Kalil Digitally signed by
Deanna Kalil
Date: 2024.02.03
00:25:53 -05'00'

Assistant County Attorney

2 day of February, 2024

DEVELOPER-INDIVIDUAL

Witnesses:

(Signature)

Print name:

(Signature)

Print name:

Name of Developer (Individual)

(Signature)

Print name:

Print address:

22 day of November, 2023

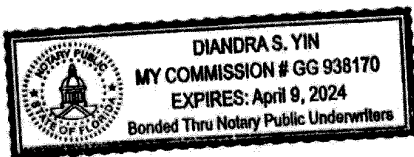
ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA, SS

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of NOV, 2023 by Gabriel Amiel. He/She is ☐ personally known to me, or ☒ produced identification. Type of identification produced DL #A54028055H50

(Seal)



(Signature)

Printed Name:

Notary Title/Rank:

Notary Serial Number, if any:

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AF#358
Rev. 02/06/2020

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature) [Signature]
Print name: Carlos Ushdi
(Signature) [Signature]
Print name: Adam Painter

ICG CGP 58, LLC
Name of Developer (corporation/partnership)

By [Signature]
(Signature)
Print name: Gabriel AMIEL
Title: Manager
Address: 20902 NE 30th Ave
Suite: 314 Aventura, FL 33180
22 day of November, 2023

ATTEST (if corporation):

(CORPORATE SEAL)

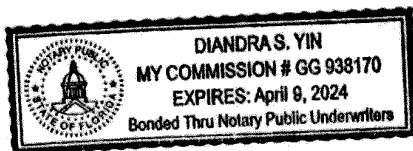
(Secretary Signature)
Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
COUNTY OF miami) SS
Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of Nov, 2023 by Gabriel Amiel, the Developer, on behalf of the ICG CGP 58, LLC, a LLC. He/She is ☐ personally known to me or ☒ produced identification. Type of identification produced DEF-1540280551450

(Seal)



[Signature]
(Signature)
Printed Name: Diandra Yin
Notary Title/Rank: _____
Notary Serial Number, if any: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description Parcel A

Parcel "A", of N.W. 27th Avenue plat, according to the plat thereof, as recorded in plat book 178, page 99, Public Records of 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 and 50 "affordable housing" Garden Apartment Units consisting of 16 "very low income" units (3 studio, 2 one bedroom, 10 two bedroom and 1 three bedroom); 18 "low income" units (4 studio, 2 one bedroom, 10 two bedroom and 2 three bedroom) and 16 "moderate income" units (3 studio, 2 one bedroom, 10 two bedroom and 1 three bedroom) and a 900 square foot Clubhouse.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.

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

This plat is restricted to 28 Townhouse units.

EXHIBIT "B" - CONTINUED



Air Navigation Hazards.

Any structure within this Plat shall comply with Section 2(1)(f), Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.