

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:
Ann DeVeaux
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 THAT 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

City of Pompano Beach, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. Developer is the owner of property shown on the MT. CALVARY, Plat No./Clerk's File No. 136-MP-84, hereinafter referred to as "Plat," which Plat was approved by the Board of County Commissioners of Broward County ("Board") on March 4, 1991.

B. A description of the platted area is attached hereto as Exhibit "A" and made a part hereof.

C. Developer has determined there exists a need for an amendment to the notation on the face of said Plat.

D. County has no objection to amending the notation and approved such amendment administratively pursuant to Section 5-180(c) of the Broward County Code of Ordinances.

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

1. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.
2. County and Developer hereby agree that the notation shown on the face of the Plat is hereby amended as set forth in 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 and defend County from any claims or causes of action brought by owners and/or mortgagees of property within the Plat as a result of this Agreement. This indemnification obligation will run with the land and bind Developer's successors and assigns.
4. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Planning and Development Management Division
1 North University Drive, Suite 102A
Plantation, Florida 33324
Email address: Jsesodia@broward.org

For Developer:

City of Pompano Beach

100 West Atlantic Boulevard

Pompano Beach, Florida 33060

Email address: Clong@cordish.com

5. Recordation; Runs with the Land; Enforcement. This Agreement shall be recorded in the Public Records of Broward County, Florida, at Developer's expense. This Agreement, including the benefits and obligations contained herein, will 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. County, through its Board of County Commissioners, its successors and assigns, may enforce the Plat notation

language by action at law or in equity against any person or person(s) or entity(ies) violating or attempting to violate the terms of the Plat notation language.

6. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
7. Notations. All other notations on the face of the above referenced Plat not amended by this Agreement will 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.
9. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements whether oral or written
10. 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.
11. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.

12. Exhibits; Priority of Provisions. 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 will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
13. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.
14. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
15. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
16. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

[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, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Section 5-180(c) of the Broward County Code of Ordinances, and Developer, signing by and through its _____, 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
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

_____ day of _____, 20__

Witnesses:

CITY OF POMPANO BEACH

(Signature)

By: _____
Rex Hardin, Mayor

(Print Name)

By: _____
Gregory P. Harrison, City Manager

(Signature)

(Print Name)

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 2, 3, & 4, "MT. CALVARY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 147, PAGE 25, B.C.R.

SAID LANDS LYING AND SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 29,625 SQUARE FEET OR 0.680 ACRES, MORE OR LESS.

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:

PARCEL A IS RESTRICTED TO A PARKING LOT; PARCEL B IS RESTRICTED TO A CHURCH; LOTS 2, 3 AND 4 ARE RESTRICTED TO 12 GARDEN APARTMENTS; A PORTION OF LOT 1, AS DESCRIBED AS FOLLOWS: THE SOUTH 100' OF THE NORTH 125' OF THE EAST 74.06 OF THE WEST 148.12' OF THE S.E. ¼ OF THE S.W. ¼ OF THE N.W. ¼ OF SECTION 35-48-42 IS RESTRICTED TO 10 GARDEN APARTMENTS; THE REMAINING PORTION OF LOT 1, AS DESCRIBED AS FOLLOWS: THE WEST 74.06' OF THE SOUTH 100' OF THE NORTH 125' OF THE S.E. ¼ OF THE S.W. ¼, OF THE N.W. 1/4 ; TOGETHER WITH THE EAST 74.06' OF THE WEST 222.18' OF THE SOUTH 100' OF THE NORTH 125' OF THE S.E. ¼ OF THE S.W. ¼ OF THE N.W. ¼ OF SECTION 35-48-42 IS RESTRICTED TO NO DEVELOPMENT.

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

PARCEL A IS RESTRICTED TO A PARKING LOT; PARCEL B IS RESTRICTED TO A CHURCH; PARCEL C IS RESTRICTED TO 1 SINGLE-FAMILY UNIT FOR EACH LOT; A PORTION OF LOT 1, AS DESCRIBED AS FOLLOWS: THE SOUTH 100' OF THE NORTH 125' OF THE EAST 74.06 OF THE WEST 148.12' OF THE S.E. ¼ OF THE S.W. ¼ OF THE N.W. ¼ OF SECTION 35-48-42 IS RESTRICTED TO 10 GARDEN APARTMENTS; THE REMAINING PORTION OF LOT 1, AS DESCRIBED AS FOLLOWS: THE WEST 74.06' OF THE SOUTH 100' OF THE NORTH 125' OF THE S.E. ¼ OF THE S.W. ¼, OF THE N.W. 1/4 ; TOGETHER WITH THE EAST 74.06' OF THE WEST 222.18' OF THE SOUTH 100' OF THE NORTH 125' OF THE S.E. ¼ OF THE S.W. ¼ OF THE N.W. ¼ OF SECTION 35-48-42 IS RESTRICTED TO NO DEVELOPMENT.

EXHIBIT "B" - CONTINUED

PLEASE CHECK IF APPROPRIATE.

Air Navigation Hazards.

Any structure within this Plat will comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.