

AMPLA



Return recorded copy to:

**INSTR # 101089773**  
**OR BK 31695 PG 1692**  
RECORDED 06/08/2001 01:26 PM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1004

Document prepared by:

Richard G. Coker, Jr., Esquire  
Brady & Coker  
501 Northeast 8th Street  
Fort Lauderdale, FL 33304

**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

CD54 CONTRACTORS BUSINESS PARK POMPANO, LTD., a Florida limited partnership, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of the Flowers Distribution Center Plat (066-MP-88), as shown on the Flowers Distribution Center Plat, more particularly described in Exhibit "A", which Plat was recorded in Plat Book 139, Page 32, in the Public Records of Broward County on February 7, 1989; 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 December 5, 2000;

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 are true and are incorporated into this Agreement.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the Flowers Distribution Center Plat is hereby amended as follows:

CAF#233a  
7/1/99

Approved BCC 12/5/00 # 24  
Submitted By Den. Ingram  
RETURN TO DOCUMENT CONTROL

⑥

**PLEASE CHECK THE APPROPRIATE BOX**

**[x] Amend the uses on the property**

Clarifying and limiting the use of the Flowers Distribution Center Plat property from:

The Plat is restricted to 20,000 square feet of commercial use.

to:

This Plat is restricted to 12,864 square feet of commercial use (no  
restaurants).

Any structure within this Plat must comply with Section IVD.1.f., Development Review Requirements of the Broward County Land Use Plan regarding hazards to air navigation.

**[ ] De minimus Exception**

The de minimus exception note is amended to read as follows:

This Plat was approved for development under the de minimus exception of Chapter 5, Article IX, of the Broward County Code of Ordinances. Such approval required that a building permit for a principal building be issued on or before the \_\_\_\_\_ day of \_\_\_\_\_ (date), which date was three (3) years from the date of approval of the Plat by the Broward County Board of County Commissioners. Since no building permit was issued or will be issued by the above date, the County's finding of adequacy of the regional road network expired or will expire. On the \_\_\_\_\_ day of \_\_\_\_\_ (date), the Board of County Commissioners made a subsequent finding of adequacy of the regional road network. In the event no building permit is issued by the \_\_\_\_\_ day of \_\_\_\_\_ (date), which date is three (3) years from the date of County's subsequent finding of adequacy of the regional road network, the County's finding of adequacy of the regional road network shall expire and no building permit shall be issued.

[ ] Other change to the notation on the face of the plat

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3. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

4. VENUE; CHOICE OF LAW. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdictions of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

5. All other notations on the face of the above-referenced Plat not amended by this Agreement shall remain in full force and effect.

6. Release and Substitution of Prior Agreement. This Agreement supersedes and replaces that certain Road Contribution Agreement recorded on Official Records Book 16961, at Page 800, of the Public Records of Broward County, Florida, and said Road Contribution Agreement is hereby released.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Chair or Vice Chair, authorized to execute same; and CD54 CONTRACTORS BUSINESS PARK POMPANO, LTD., a Florida limited partnership, acting by and through its authorized agent duly authorized to execute same.

COUNTY

ATTEST:

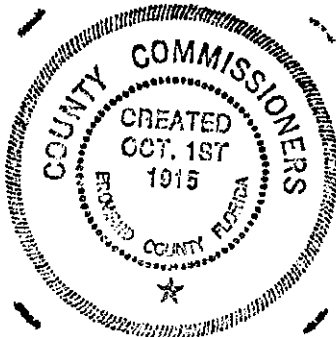


County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By  \_\_\_\_\_  
Chair

5 day of June, 2001 (date)



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  \_\_\_\_\_  
Pamela M. Kane  
Assistant County Attorney

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND CD54 CONTRACTORS BUSINESS PARK POMPANO, LTD.

DEVELOPER

Witnesses: Lori Dubberly

Lori Dubberly  
Print name:

Carla M. Bark  
Print name:  
CARLA M. BARK

(CORPORATE SEAL)

CD54 CONTRACTORS BUSINESS PARK  
POMPANO, LTD., a Florida limited  
partnership \*

By Craig Govan  
Print name: CRAIG GOVAN  
Title: VICE PRESIDENT

Address: 8941 NE 10<sup>th</sup> TERRACE  
POMPANO BEACH, FL 33064

26 day of JANUARY, 2001 (date)

ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP

STATE OF Florida )  
COUNTY OF Broward ) SS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2001 (date), by Craig Govan, as vice president of CD54 Contractors Business Park, a Florida limited corporation/partnership, on behalf of the corporation/ partnership. He or she is:

[ ☒ ] personally known to me, or  
[ ☐ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires:

Carla M. Bark  
Print name:

CAF#233a  
7/1/99



-5-

\*By: Contractors Business Park Pompano, LLC, a Florida limited liability company, its General Partner, By: Flataur CBPP, Ltd., a Florida limited partnership, its Manager, By: CD54, Inc., a Florida corporation, its General Partner

OK BK 31695 PG 1696

EXHIBIT "A"

Tract "A", less the East 25 feet thereof, of the Flowers Distribution Center Plat, according to the Plat thereof, as recorded in Plat Book 139, at Page 42, of the Public Records of Broward County, Florida.

AMPLA



Return recorded copy to:  
Richard G. Coker, Jr., Esquire  
Coker & Feiner  
644 Southeast 5<sup>th</sup> Avenue  
Fort Lauderdale, FL 33301-3104

Document prepared by:

Richard G. Coker, Jr., Esquire  
Coker & Feiner  
644 Southeast 5<sup>th</sup> Avenue  
Fort Lauderdale, FL 33301-3104

INSTR # 101559512  
OR BK 32520 PG 1311  
RECORDED 12/20/2001 11:20 AM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 2000

**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

RSSR, INC., a Florida corporation, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of the Flowers Distribution Center Plat (066-MP-88), as shown on the Flowers Distribution Center Plat, more particularly described in Exhibit "A", which Plat was recorded in Plat Book 139, Page 32, in the Public Records of Broward County on February 7, 1989; 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 August 14, 2001;

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 are true and are incorporated into this Agreement.

2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the Flowers Distribution Center Plat is hereby amended as follows:

CAF#233a  
7/1/99

Approved BCC 8/14/01 # 89

Submitted By Den. Magni

RETURN TO DOCUMENT CONTROL

7

**PLEASE CHECK THE APPROPRIATE BOX**

**[x] Amend the uses on the property**

Clarifying and limiting the use of the Flowers Distribution Center Plat property from:

The Plat is restricted to 12,884 square feet of commercial use (no  
restaurants).

to:

This Plat is restricted to 10,883 square feet of commercial use (no  
restaurants).

Any structure within this Plat must comply with Section IVD.1.f., Development Review Requirements of the Broward County Land Use Plan regarding hazards to air navigation.

**[ ] De minimus Exception**

The de minimus exception note is amended to read as follows:

This Plat was approved for development under the de minimus exception of Chapter 5, Article IX, of the Broward County Code of Ordinances. Such approval required that a building permit for a principal building be issued on or before the \_\_\_\_\_ day of \_\_\_\_\_ (date), which date was three (3) years from the date of approval of the Plat by the Broward County Board of County Commissioners. Since no building permit was issued or will be issued by the above date, the County's finding of adequacy of the regional road network expired or will expire. On the \_\_\_\_\_ day of \_\_\_\_\_ (date), the Board of County Commissioners made a subsequent finding of adequacy of the regional road network. In the event no building permit is issued by the \_\_\_\_\_ day of \_\_\_\_\_ (date), which date is three (3) years from the date of County's subsequent finding of adequacy of the regional road network, the County's finding of adequacy of the regional road network shall expire and no building permit shall be issued.



[ ] Other change to the notation on the face of the plat

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3. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

4. VENUE: CHOICE OF LAW. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdictions of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.


5. All other notations on the face of the above-referenced Plat not amended by this Agreement shall remain in full force and effect.

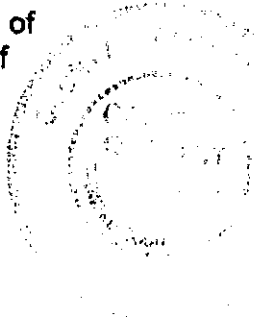
**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Chair or Vice Chair, authorized to execute same; and CD54 CONTRACTORS BUSINESS PARK POMPANO, LTD., a Florida limited partnership, acting by and through its authorized agent duly authorized to execute same.

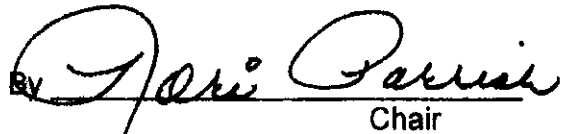
COUNTY

ATTEST:

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



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
Chair

19<sup>th</sup> day of December, 2001 (date)

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

**AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND RSSR, INC.**

**DEVELOPER**

Witnesses:

RSSR, INC., a Florida corporation

*Craig Govan*  
Print name: Craig Govan

By: X *Richard R. Rice Jr.*  
Print name: Richard R. Rice Jr.  
Title: President

*Joanne Schlaffer*  
Print name: Joanne Schlaffer

Address: S.E. 11 St. Deerfield Beach

(CORPORATE SEAL)

23 day of August, 2001 (date)

**ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP**

STATE OF Florida )  
 ) SS  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 23 day of August, 2001 (date), by Richard Rice Jr., as President of RSSR, INC., a Florida corporation, on behalf of the corporation. He or she is:

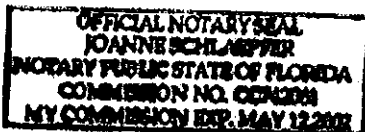
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC:

(Seal)

My commission expires:

*Joanne Schlaffer*  
Print name: Joanne Schlaffer



AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD  
COUNTY AND RSSR, INC.

**MORTGAGEE**

Witnesses:

CD54 CONTRACTORS BUSINESS PARK  
POMPANO, LTD., a Florida limited  
partnership

By: CONTRACTORS BUSINESS PARK  
POMPANO, LLC, a Florida limited liability  
company, its General Partner

By: FLATAUR CBPP, LTD., a Florida limited  
partnership, its Manager

By: CD54, INC., a Florida corporation, its  
General Partner

By: [Signature]  
Vice President

[Signature]  
Print Name: RCoker Jr.  
[Signature]  
Print Name: CF Johnston

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward : SS.

The foregoing instrument was acknowledged before me this 14th day of August, 2001,  
by Craig Govan as Vice Pres. of CD54, INC., a Florida corporation, on  
behalf of the corporation. He or she is personally known to me or who has produced  
as identification and who did/did not take an oath.

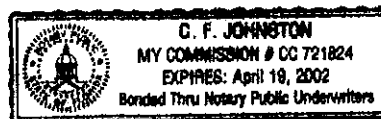
(Seal)

NOTARY PUBLIC:

[Signature]  
Print name:  
Commission No.:

My commission expires:

CAF#233a  
7/1/99



**EXHIBIT "A"**

Tract "A", less the East 25 feet thereof, of the Flowers Distribution Center Plat, according to the Plat thereof, as recorded in Plat Book 139, at Page 42, of the Public Records of Broward County, Florida.

*AMPLA*

Return recorded copy to:  
Richard G. Coker, Jr., Esquire  
Coker & Feiner  
644 Southeast 5<sup>th</sup> Avenue  
Fort Lauderdale, FL 33301-3104

Document prepared by:

Richard G. Coker, Jr., Esquire  
Coker & Feiner  
644 Southeast 5<sup>th</sup> Avenue  
Fort Lauderdale, FL 33301-3104

**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

RRSR, INC., a Florida corporation, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of the Flowers Distribution Center Plat (066-MP-88), as shown on the Flowers Distribution Center Plat, more particularly described in Exhibit "A", which Plat was recorded in Plat Book 139, Page 32, in the Public Records of Broward County on February 7, 1989; 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 July 2, 2002;

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 are true and are incorporated into this Agreement.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the Flowers Distribution Center Plat is hereby amended as follows:

CAF#233a  
7/1/99

Approved BCC 7/2/02 #60

Submitted By Ran. [Signature]

OPTIONAL AMENDMENT CONTINUED

⑥

**PLEASE CHECK THE APPROPRIATE BOX**

**[x] Amend the uses on the property**

Clarifying and limiting the use of the Flowers Distribution Center Plat property from:

The Plat is restricted to 10,883 square feet of commercial use (no  
restaurants).

to:

This Plat is restricted to 9,475 square feet of commercial use (no  
restaurants) and 28,000 square feet of warehouse use. Commercial/retail  
uses are not permitted within the warehouse use without the approval of the  
Board of County Commissioners who shall review and address these uses  
for increased impacts.

- A. If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by August 14, 2006, which date is five (5) years from the date of approval of a request by Broward County, 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 application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or 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; and/or
- B. If construction of project water lines, sewer lines, drainage and the rock base or internal roads have not been substantially completed by August 14, 2006, which date is five (5) years from the date of approval of a request by Broward County, the 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 application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or 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.

Any structure within this Plat must comply with Section IVD.1.f., Development Review Requirements of the Broward County Land Use Plan regarding hazards to air navigation.

**[ ] De minimus Exception**

The de minimus exception note is amended to read as follows:

This Plat was approved for development under the de minimus exception of Chapter 5, Article IX, of the Broward County Code of Ordinances. Such approval required that a building permit for a principal building be issued on or before the \_\_\_\_\_ day of \_\_\_\_\_ (date), which date was three (3) years from the date of approval of the Plat by the Broward County Board of County Commissioners. Since no building permit was issued or will be issued by the above date, the County's finding of adequacy of the regional road network expired or will expire. On the \_\_\_\_\_ day of \_\_\_\_\_ (date), the Board of County Commissioners made a subsequent finding of adequacy of the regional road network. In the event no building permit is issued by the \_\_\_\_\_ day of \_\_\_\_\_ (date), which date is three (3) years from the date of County's subsequent finding of adequacy of the regional road network, the County's finding of adequacy of the regional road network shall expire and no building permit shall be issued.

**[ ] Other change to the notation on the face of the plat**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

4. VENUE; CHOICE OF LAW. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdictions of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

5. All other notations on the face of the above-referenced Plat not amended by this Agreement shall remain in full force and effect.

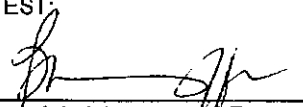
**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**



IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Chair or Vice Chair, authorized to execute same; and CD54 CONTRACTORS BUSINESS PARK POMPAÑO, LTD., a Florida limited partnership, acting by and through its authorized agent duly authorized to execute same.

COUNTY

ATTEST:

  
\_\_\_\_\_  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
\_\_\_\_\_  
Chair

20<sup>th</sup> day of August, 2002 (date)

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

**AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND RSR, INC.**

**DEVELOPER**

Witnesses:

RRSR, INC., a Florida corporation

*R. E. Coker, Jr.*  
Print name: R. E. Coker, Jr.

By: *Richard R. Rice, Jr.*  
Richard R. Rice, Jr.  
President

*C. F. Johnston*  
Print name: C. F. Johnston

Address: 1538 Southeast 11<sup>th</sup> Street  
Deerfield Beach, FL 33441

(CORPORATE SEAL)

24<sup>th</sup> day of July, 2002 (date)

**ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP**

STATE OF FLORIDA     )  
                                  ) SS  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2002 (date), by RICHARD R. RICE, JR., as President of RRSR, INC., a Florida corporation, on behalf of the corporation. He or she is:  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires:

*C. F. Johnston*  
Print name: \_\_\_\_\_



**AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD  
COUNTY AND RSSR, INC.**

**EXHIBIT "A"**

Tract "A", less the East 25 feet thereof, of the Flowers Distribution Center Plat, according to the Plat thereof, as recorded in Plat Book 139, at Page 42, of the Public Records of Broward County, Florida.