

Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Kristen Cousins
Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060

AMPLA

**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."

WHEREAS, DEVELOPER is the owner of property shown on the
Palm Aire Recreation Center Plat, Plat No./Clerk's File No. 83-MP-01,
hereinafter referred to as "PLAT;" which PLAT or delegation request was approved by the
Board of County Commissioners of Broward County on April 2, 2002; 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
March 18, 2003;

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.

CAF#358
01/01/02

Approved BCC 3/18/03 # 37

Submitted By Den. Mym

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RETURN TO DOCUMENT CONTROL

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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. 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, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

CITY OF POMPANO BEACH
100 West Atlantic Boulevard
Pompano Beach, FL 33060

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. 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 sitis, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
7. 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.

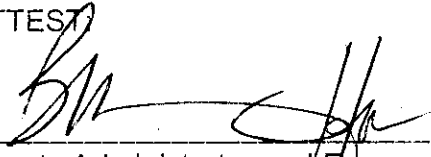
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision 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.
10. EXHIBITS. 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.
11. 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.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of 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 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 ^{Mayor} or Vice ^{Mayor} authorized to execute same; and CITY OF POMPANO BEACH, acting by and through its MAYOR, duly authorized to execute same.

COUNTY

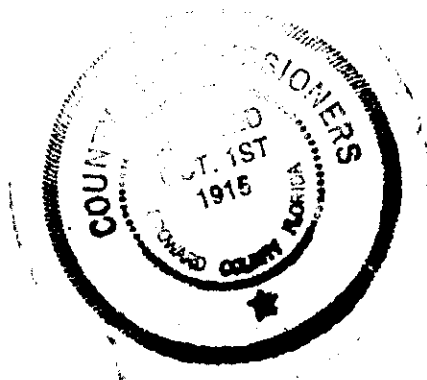
ATTEST


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 
Mayor

20th day of May, 2003



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

6th day of MAY, 2003

Witnesses:

Joanne Bochan

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: Kay McGinn
Kay McGinn, Mayor

By: C. William Hargett, Jr.
C. William Hargett, Jr., City Manager

Attest:

Mary L. Chambers
Mary L. Chambers, City Clerk

(SEAL)

Approved by:

Gordon B. Linn
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of April, 2003 by Kay McGinn as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

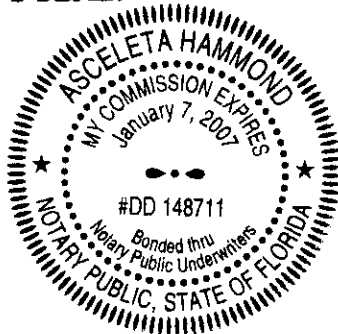
Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of April, 2003 by C. William Hargett, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond

NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of April, 2003 by Mary L. Chambers as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond

NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A

Legal Description:

Parcel A, PALM AIRE RECREATION CENTER, according to the plat thereof as recorded in Plat Book 172, Page 8 of the 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 to a 13,510 square foot Public Residential Recreational Facility.

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 a 13,800 square foot Public Recreational Facility. Commercial/ retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

This plat is approved for development under the de minimis exception of Chapter 5, Article IX, of the Broward County Code of Ordinances. Such approval requires that a building permit for a principal building be issued either on or before the 2nd of April, 2005, which is three (3) years from the date of approval of the plat by the Board of County Commissioners. If said building permit is not issued by this date, the County's finding of adequacy of the regional road network shall expire and no additional building permits may be issued.

EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

- ☒ Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by April 2, 2007, which date is five (5) years from the date of approval of this note amendment by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property 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

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads are not installed by April 2, 2007 which date is five (5) years from the date of approval of the application 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 this Article. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the 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.

- ☐ Air Navigation Hazards.

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