

DRC

PZ23-12000045

10/16/2024

Return recorded copy to:

PLAT REL

Plat Book 175, Page 195

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

Document prepared by:
Rahil Sanghvi
6129 NW 124 Drive
Coral Springs, FL, 33076

**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.**

**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

ACG PB LLC, its successors
and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the
CROATIAN AMERICAN SOCIAL CLUB Plat, Plat No./Clerk's File
No. 078 - MP - 05, hereinafter referred to as "PLAT," which PLAT was approved by
the Board of County Commissioners of Broward County on, February 21st, 2006; 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
November 14th, 2023; Item Number 64 ;

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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:

Rahil Sanghvi

6129 NW 124 Drive, Coral Springs, FL, 33076

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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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]

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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 14th day of November, 2023 and DEVELOPER, signing by and through its Managing Member duly authorized to execute same.

COUNTY

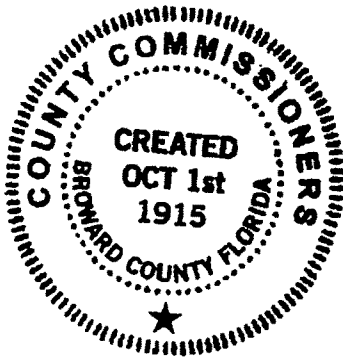
ATTEST:


 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: 2024.03.05
09:47:57 -05'00'
 Mayor

5th day of March, 2024



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) 357-8968

By DEANNA M. KALIL Digitally signed by
DEANNA M. KALIL
Date: 2024.02.28
12:05:35 -05'00'
 Assistant County Attorney

28 day of February, 2024

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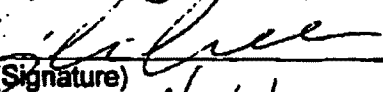
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DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):



(Signature)

Print name: Dhara Patel

(Signature)

Print name: Nesli LorenACG PB LLC

Name of Developer (corporation/partnership)

By 

(Signature)

Print name: Rahil SanghviTitle: Managing MemberAddress: 6129 NW 124th DriveCoral Springs, FL 3307626th day of February, 2024

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIPSTATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of February, 2024 by Rahil Sanghvi, the Managing Member on behalf of the ACG PB LLC, a Florida LLC. He/She is ☒ personally known to me or ☐ produced identification. Type of identification produced _____.

(Seal)



NESLI LOREN
Notary Public
State of Florida
Comm# HH406761
Expires 6/5/2027

(Signature)

Printed Name: Nesli Loren
Notary Title/Rank: Notary Public
Notary Serial Number, if any: HH406761

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A", CROATIAN AMERICAN SOCIAL CLUB, according to the Plat thereof, as recorded June 7, 2006, in Plat Book 175, Page, 195 of the Public Records of Broward County, Florida.

A/K/A

The East 135 feet of the North 250 feet of the Northwest one-quarter of the Northeast one-quarter of the Section 12, Township 49 South, Range 42 East, lying and being in Broward County, Florida, less the North 35.00 feet for Road.

TOGETHER WITH:

The West 25 feet of the East 160 feet of the North 250 feet of the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 49 South, Range 42 East, lying and being in Broward County, Florida, less the North 35 feet for Road.

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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:

Note 1. This plat is restricted to 5,000 square feet of commercial use. Banks are not permitted without the approval of Board of County Commissioners who shall review and address these uses for increased impacts.

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 75 condo hotel rooms

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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.