

PLAT REL

Return recorded copy to:

Development and Environmental Regulation Division  
1 North University Drive, Suite 102  
Plantation, FL 33324

Document prepared by:

Ronald A. Fritz  
Assistant Vice President  
Schwebke-Shiskin & Associates, Inc.  
3240 Corporate Way  
Miramar, Florida 33025

**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

The Most Reverend Thomas G. Wenski, as Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole \_\_\_\_\_, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the St. Joseph Haitian Catholic Mission Plat, Plat No. 056-MP-88, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on June 6, 1989; 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

CAF#358  
Rev. 10/28/09

Approved BCC <sup>1</sup> 5/7/13, #47  
Submitted By PERD  
RETURN TO DOCUMENT CONTROL



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WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of May 7, 2013;

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 BROWARD 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 Development  
and Environmental Regulation Division  
1 North University Drive, Suite 102  
Plantation, FL 33324

For the DEVELOPER:

The Most Reverend Thomas G. Wenski, as Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole

9401 Biscayne Boulevard

Miami Shores, Florida 33138

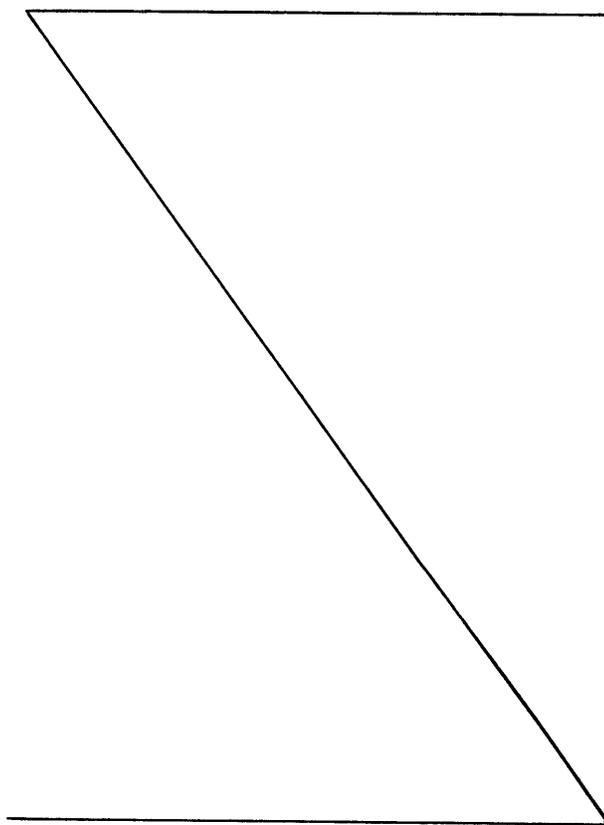
5. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.



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 Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, 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. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
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. 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 and recorded in the public records of Broward County, Florida.

14. 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 7<sup>th</sup> day of May, 2013, and DEVELOPER, signing by and through its self, duly authorized to execute same.

**COUNTY**

ATTEST:



for \_\_\_\_\_  
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 Kristin Golden  
Mayor

11<sup>th</sup> day of June, 2013



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 Nancy Rubin  
Assistant County Attorney  
NANCY RUBIN

4 day of June, 2013



**DEVELOPER-INDIVIDUAL**

Witnesses:

[Signature]  
(Signature)  
Print name: MARIE ROBBINS  
[Signature]  
(Signature)  
Print name: SANDRA ROBBINS

The Most Reverend Thomas G. Wenski, as Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole

Name of Developer (Individual)  
[Signature]  
(Signature) The Most Reverend Thomas G. Wenski  
Print name: Archbishop of the Archdiocese of Miami\*  
Print address: 9401 Biscayne Blvd.  
Miami Shores, FL 33138

17 day of July, 2012

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF FLORIDA )  
) SS  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 17 day of July, 2012 by The Most Reverend Thomas G. Wenski\* who is

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

(Seal)  Janeth McPherson-Arguello  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE095931  
Expires 5/28/2015

NOTARY PUBLIC:

[Signature]  
Print name: Janeth McPherson-Arguello

My commission expires: 5/28/2015

\* Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**"ST. JOSEPH HAITIAN CATHOLIC MISSION MANOR"**

TRACTS "A" AND "B"; TOGETHER WITH THAT PORTION OF THE RIGHT-OF-WAY OF NORTHWEST 10TH STREET LYING WITHIN THE PLAT LIMITS OF THE PLAT OF "ST. JOSEPH HAITIAN CATHOLIC MISSION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, AT PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "A" OF THE SAID PLAT OF "ST. JOSEPH HAITIAN CATHOLIC MISSION"; THENCE NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, FOR 824.59 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR 442.42 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR 816.06 FEET; SAID LAST DESCRIBED THREE COURSES BEING COINCIDENT WITH THE NORTH, EAST, AND SOUTH, RESPECTIVELY, PLAT LIMITS OF THE SAID PLAT OF "ST. JOSEPH HAITIAN CATHOLIC MISSION"; THENCE NORTH 00 DEGREES 48 MINUTES 19 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 30.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTER LINE OF SAID N.W. 6TH AVENUE, AS SHOWN ON THE SAID PLAT OF "ST. JOSEPH HAITIAN CATHOLIC MISSION", FOR 442.42 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

**NOTES:**

- 1) THE BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 00 DEGREES 48 MINUTES 19 SECONDS WEST, ALONG THE WEST PLAT LIMITS AS SHOWN ON THE HEREIN REFERENCED PLAT OF "ST. JOSEPH HAITIAN CATHOLIC MISSION".
- 2) THE PROPERTY AS DESCRIBED HEREIN CONTAINS 362,917 SQUARE FEET, MORE OR LESS (8.331 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:

This plat is restricted to church use only. Residential uses are not permitted without the approval of the 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 7,500 square feet of church use and 251 low-income mid-rise units (consisting of 248 one-bedroom units and 3 two-bedroom units) restricted to residents 62 years of age and above. No pre-school and/or day school uses are permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

**EXHIBIT "B" - CONTINUED**

**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.**

**Expiration of Finding of Adequacy for Plat or Parcel 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) and first inspection approval are not issued by May 7, 2018, 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 applicant 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 have not been substantially completed by May 7, 2018, 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 applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. 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.