

**AMPLA**

Return recorded copy to:

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

Document prepared by:  
Gregory Mire, P.S.M.  
Keith & Associates, Inc.  
301 East Atlantic Boulevard  
Pompano Beach, Florida 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 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

Housing Authority of Pompano Beach, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Golden Farms Redevelopment Plat, Plat No./Clerk's File No. 101-MP-86, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on June 12, 2007; and (the original plat was recorded in Plat Book 131, on page 5, of the Public Records of Broward County, Florida)

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 June 12, 2007;

CAF#358  
03/30/06 Revised  
K&A Project #05085

Approved BCC 6/26/07 #45  
1  
Submitted By Gregory Mire

RETURN TO DOCUMENT CONTROL

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. 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:

Housing Authority of Pompano Beach  
321 West Atlantic Boulevard  
Pompano Beach, Florida 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 and recorded in the public records of Broward County, Florida.
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]

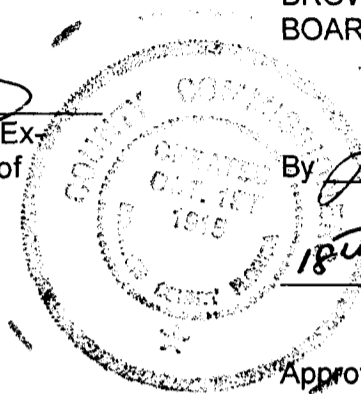
03/30/06  
10:00 AM

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 26th day of June, 2007 and DEVELOPER, signing by and through its Cameron, duly authorized to execute same.

COUNTY

ATTEST:

*ENTRUM*  
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 Joe Weyler  
Mayor

18th day of December, 2007

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 Carl H. Fitts  
Assistant County Attorney

12th day of December, 2007



DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses:

*Patrice Watkins*  
 (Signature)  
 Print name: Patrice Watkins  
*Glady's Sutton*  
 (Signature)  
 Print name: Glady's Sutton

Housing Authority of Pompano Beach,  
a body corporation and politic  
 Name of Developer (corporation/partnership)

By *Woodrow J. Poitier*  
 (Signature)  
 Print name: Woodrow J. Poitier  
 Title: Chairman  
 Address: 321 West Atlantic Boulevard  
Pompano Beach, Florida 33060

19<sup>th</sup> day of September, 2007

ATTEST (if corporation):

*Ralph W Adderly* (CORPORATE SEAL)  
 (Secretary Signature)  
 Print Name of Secretary: Ralph W Adderly

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA     )  
                                    ) SS.  
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2007, by Woodrow Poitier, as Chairman of Housing Aurohoty of Pompano Beach, a public body corporation/partnership, on behalf of the corporation/ partnership. He or she is:

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

(Seal)

My commission expires:



NOTARY PUBLIC:  
*Charlotte A Taylor*  
 Print name:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

GOLDEN FARMS REDEVELOPMENT, according to the plat thereof as recorded in Plat Book 131, on page 5, 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 as follows: 48 three bedroom single family units (existing), 48 two bedroom townhouse units (existing), 20 one bedroom townhouse units, 36 two bedroom townhouse units, 36 ~~three~~ bedroom townhouse units, 12 four bedroom townhouse units, a day care center, and 8,136 square feet of health center (3,636 feet proposed, 4,500 square feet existing).

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 48 three bedroom single family units (existing), 48 two bedroom townhouse units (existing), 20 one bedroom townhouse units, 36 two bedroom townhouse units, 36 three bedroom townhouses units, 12 four bedroom townhouse units, a day care center, 8,136 square feet of health center (3,636 feet proposed, 4,500 square feet existing) and 302 garden apartments consisting of 12 one bedroom very low income units, 27 two bedroom very low income units, 17 three bedroom very low income units, 2 four bedroom very low income units, 38 one bedroom low income units, 115 two bedroom low income units, 81 three bedroom low income units, and 10 four bedroom low income units.

**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 June 12, 2012, 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 June 12, 2012, 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 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.

