

Planning and Redevelopment Regulation Division  
 Governmental Center West  
 1 North University Drive  
 Building A, Suite 102  
 Plantation, FL 33324

Document prepared by:  
 Mike Vonder Meulen, AICP  
 Keith and Associates, Inc.  
 301 East Atlantic Blvd.  
 Pompano Beach, FL 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

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

WHEREAS, DEVELOPER is the owner of property shown on the PALMAIRE CYPRESS COURSE Plat, Plat No./Clerk's File No. 126-MP-81, ~~ESTATES 4TH SECTION~~ hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on April 6, 1982; 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 April 10, 2018;

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  
Environmental Protection and Growth Management Department  
Governmental Center West  
1 North University Drive  
Building A, Suite 102  
Plantation, FL 33324

For the DEVELOPER:

City of Pompano Beach

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100 West Atlantic Blvd.

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Pompano Beach, FL 33060

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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.

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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and DEVELOPER, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**DEVELOPER-INDIVIDUAL**

Witnesses:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Name of Developer (Individual)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Print address:

\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is

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

NOTARY PUBLIC:

(Seal)

\_\_\_\_\_  
Print name:

My commission expires:

**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

\_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Developer (corporation/partnership)

By \_\_\_\_\_

(Signature)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST (if corporation):

\_\_\_\_\_  
(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ 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:

\_\_\_\_\_  
Print name:

<b><u>MORTGAGEE-INDIVIDUAL</u></b>	
Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.	
Witnesses:	
<p>_____          (Signature)          Print name: _____</p> <p>_____          (Signature)          Print name: _____</p>	<p>_____          Name of Mortgagee (Individual)</p>  <p>_____          (Signature)          Print name: _____          Print address: _____          _____</p> <p>_____ day of _____, 20__</p>
<b><u>ACKNOWLEDGMENT - INDIVIDUAL</u></b>	
STATE OF	) ) SS. )
COUNTY OF	
The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is	
<input type="checkbox"/> personally known to me, or <input type="checkbox"/> produced identification. Type of identification produced _____	
NOTARY PUBLIC:	
(Seal)	_____ Print name:
My commission expires:	

**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Mortgagee (corporation/partnership)

By \_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST (if corporation):

\_\_\_\_\_  
(Secretary Signature)

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ 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:

\_\_\_\_\_  
Print name:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Tract A-3

A PORTION OF TRACT "A", PALM AIRE CYPRESS COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 118, AT PAGE 36, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A";  
THENCE SOUTH 02°16'42" EAST FOR 304.44 FEET;  
THENCE SOUTH 04°33'52" WEST FOR 75.54 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 04°33'52" WEST FOR 25.18 FEET;  
THENCE SOUTH 02°16'42" EAST FOR 200.00 FEET;  
THENCE SOUTH 43°18'33" WEST FOR 57.15 FEET;  
THENCE SOUTH 88°53'48" WEST FOR 25.00 FEET;  
THENCE NORTH 79°47'36" WEST FOR 61.19 FEET;  
THENCE NORTH 88°53'48" WEST FOR 50.00 FEET;  
THENCE SOUTH 77°35'12" WEST FOR 40.79 FEET;  
THENCE NORTH 01°06'12" WEST FOR 91.00 FEET;  
THENCE NORTH 35°02'01" EAST FOR 209.25 FEET;  
THENCE NORTH 87°43'18" EAST FOR 90.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 43,838 SQUARE FEET (1.006 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:

Parcels 1, , and 3 are restricted to 208 one-bedroom garden apartments, 172 two-bedroom garden apartments and 36 three-bedroom garden apartments.

Tract A-1 is restricted to a special Residential Facility Category 3 as defined by the Broward County Land Use Plan with 440 sleeping rooms (220 dwelling unit equivalents) and a 151 bed nursing home. This tract is intended for "housing for older persons" as defined within the Federal Fair Housing Amendments Act of 1988 and/or the Broward County Human Rights Act. Chapter 83-360, Laws of Florida, as amended by Chapter 89-437, Laws of Florida. The units constructed on this plat are either to be solely occupied by persons 62 years of age or older; or at least 80% of the units are to be occupied by at least one person 55 years of age or older per unit.

Tract A-2 is restricted to 28 single family units.

Tract A-3 is restricted to a 5,610 square foot daycare center.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

Parcels 1, , and 3 are restricted to 208 one-bedroom garden apartments, 172 two-bedroom garden apartments and 36 three-bedroom garden apartments.

Tract A-1 is restricted to a special Residential Facility Category 3 as defined by the Broward County Land Use Plan with 440 sleeping rooms (220 dwelling unit equivalents) and a 151 bed nursing home. This tract is intended for "housing for older persons" as defined within the Federal Fair Housing Amendments Act of 1988 and/or the Broward County Human Rights Act. Chapter 83-360, Laws of Florida, as amended by Chapter 89-437, Laws of Florida. The units constructed on this plat are either to be solely occupied by persons 62 years of age or older; or at least 80% of the units are to be occupied by at least one person 55 years of age or older per unit.

Tract A-2 is restricted to 28 single family units.

Tract A-3 (see attached legal description) is restricted to a 20,000 square foot fire station.

**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 April 10, 2023, 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 April 10, 2023, 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.