

Planning and Development Management Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

Document prepared by:

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62 Wimbledon Lake Drive
Plantation, FL 33324

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

Pompano Beach Community Redevelopment Agency, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Horn Plat No. 2 Plat, Plat No./Clerk's File No. 118-MP-84, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on January 17, 1985; 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 _____, 20__;

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 Planning and Development Management Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

For the DEVELOPER:

Pompano Beach Community Redevelopment Agency

100 W. Atlantic Boulevard

Pompano Beach, FL 33060

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

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]

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: _____

Name of Developer (Individual)

(Signature) _____
 Print name: _____

(Signature) _____
 Print name: _____
 Print address: _____

____ day of _____, 20__

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____. He/She is ☐ personally known to me, or ☐ produced identification. Type of identification produced _____.

(Seal)

(Signature)

Printed Name: _____

Notary Title/Rank: _____

Notary Serial Number, if any: _____

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Name of Developer (corporation/partnership)

(Signature)

Print name: _____

By_

(Signature)

Print name: _

Title:

Address: _____

(Signature)

Print name: _____

_____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, the _____, a _____, on behalf of the _____. He/She is ☐ personally known to me, or ☐ produced identification. Type of identification produced _____.

(Seal)

(Signature)

Printed Name:

Notary Title/Rank:

Notary Serial Number, if any:

MORTGAGEE-INDIVIDUAL

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:

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature)
Print name: _____

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20__

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__, by _____. He/She is ☐ personally known to me, or ☐ produced identification. Type of identification produced _____.

(Seal)

(Signature)

Printed Name: _____

Notary Title/Rank: _____

Notary Serial Number, if any: _____

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):

Name of Mortgagee (corporation/partnership)

(Signature)

Print name: _____

By _____

(Signature)

Print name: _____

Title: _____

Address: _____

(Signature)

Print name: _____

_____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, the _____, a _____, on behalf of the _____. He/She is ☐ personally known to me, or ☐ produced identification. Type of identification produced _____.

(Seal)

(Signature)

Printed Name:

Notary Title/Rank: _____

Notary Serial Number, if any: _____

EXHIBIT "A"

LEGAL DESCRIPTION

All of HORN PLAT NO. 2, according to the plat thereof, as recorded in Plat Book 129, Page 17, 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:

Plat is restricted to 42,500 square feet of office and retail use.

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

Plat is restricted to 40 townhouse units.

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 _____, 20____, 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 _____, 20____, 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 2(1)(f), Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.