

PLAT REL

Return recorded to:

Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

Thuy Turner, AICP
Turner Planning Solutions, LLC
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 UNTIL FULLY PERFORMED.

AMENDMENT TO NONVEHICULAR ACCESS LINES

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, the DEVELOPER holds fee simple title to the property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Property"; and

WHEREAS, vehicular access to said Property is restricted by virtue of that certain Nonvehicular Access Line which is reflected on the S.H. Plat / PB 131-6

Plat, Plat No./Clerk's File No. 153-MP-84, hereinafter referred to as the "PLAT"; or, if applicable, which is reflected on a previous Amendment to the Nonvehicular Access Line approved by the COUNTY on May 7, 1985; and

WHEREAS, a description of the platted area, including the Nonvehicular Access Line, is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the DEVELOPER desires to modify vehicular access to said Property at locations over and across the existing Nonvehicular Access Line; and

WHEREAS, on _____, 20____ the COUNTY approved DEVELOPER's Delegation Request for an amendment to the Nonvehicular Access Line in order to establish a new configuration more particularly described in Exhibit "C," attached hereto and made a part hereof; and

WHEREAS, Chapter 5, Article IX of the Broward County Code of Ordinances permits the amendment of Nonvehicular Access Lines; and

WHEREAS, the DEVELOPER has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways; and

WHEREAS, the COUNTY has no objection to amending the Nonvehicular Access Line; and

WHEREAS, the DEVELOPER has complied with all the conditions of approval imposed by the COUNTY, including execution of this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, considerations, and promises set forth below, the COUNTY and DEVELOPER agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY hereby amends the Nonvehicular Access Line on the Property reflected on the PLAT described in Exhibit "B," and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line as described in Exhibit "C."
3. The DEVELOPER shall obtain vehicular access to said Property through driveway openings and connections which are consistent with the new Nonvehicular Access Line as described in Exhibit "C."
4. The DEVELOPER shall obtain all necessary permits for construction of the driveway opening and connections from the appropriate unit of government prior to construction of any driveway connections.
5. This Agreement shall be recorded in the Official Records of Broward County at the DEVELOPER's expense, and the Nonvehicular Access Line created herein and the DEVELOPER's obligation set forth herein shall run with the Property described in Exhibit "A."
6. 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 of the Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the DEVELOPER:

Pompano Beach Community Redev Agency

100 W Atlantic Boulevard

Pompano Beach, FL 33060

7. 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 situs, and shall be governed by the laws of the state of Florida.
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. 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 _____ 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
Governmental 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)
) SS.
COUNTY OF)

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:

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: _____

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20__

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

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:

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)
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:

EXHIBIT "A"

(Legal Description of Property Owned by Developer
in fee Simple)

All of S.H. PLAT, according to the plat thereof, as recorded in Plat Book 131, Page 6,
of the public records of Broward County, Florida.

EXHIBIT "B"

(Legal Description of Old Nonvehicular
Access Line, or Part Thereof)



McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

SKETCH AND DESCRIPTION OLD NON-VEHICULAR ACCESS LINE PARCEL "A", S.H. PLAT (PLAT BOOK 131, PG. 6, B.C.R.) SHEET 1 OF 2 SHEETS

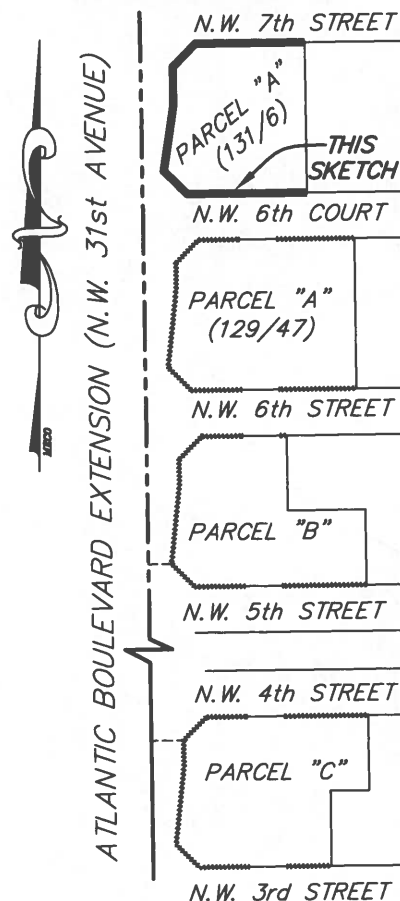
LEGAL DESCRIPTION:

The Non-Vehicular Access Line and Openings on the North, West and South lines of Parcel "A", S.H. PLAT, according to the plat thereof, as recorded in Plat Book 131, Page 6, of the public records of Broward County, Florida more fully described as follows:

Beginning (1) at the Northeast corner of said Parcel "A", being the Beginning of an Access Opening; thence South 89°01'39" West, a distance of 42.30 feet to the Point of Termination (1) of said Access Opening and to the Point of Beginning (2) of a Non-Vehicular Access Line; thence continuing South 89°01'39" West, a distance of 100.00 feet; thence South 44°01'51" West, a distance of 42.42 feet; thence South 00°57'57" East, a distance of 50.00 feet; thence South 08°08'19" West, a distance of 86.07 feet; thence South 00°57'57" East, a distance of 0.38 feet; thence South 45°57'42" East, a distance of 42.42 feet; thence North 89°02'34" East, a distance of 100.00 feet to the Point of Termination (2) of said Non-Vehicular Access Line and to the Point of Beginning (3) of an Access Opening; thence continuing North 89°02'34" East, a distance of 55.86 feet to the Point of Termination (3) of said Access Opening and to the Southeast corner of said Parcel "A".

Said lands situate, lying and being in, the City of Pompano Beach, Broward County, Florida.

EXHIBIT "B"



SITE LAYOUT
NOT TO SCALE

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida this
12th day of November, 2020.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East right-of-way line of Atlantic Boulevard Extension as South 00°57'57" East.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-5608

CHECKED BY: _____

C: \JMMjr\2020\V5608 (NVAL)



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

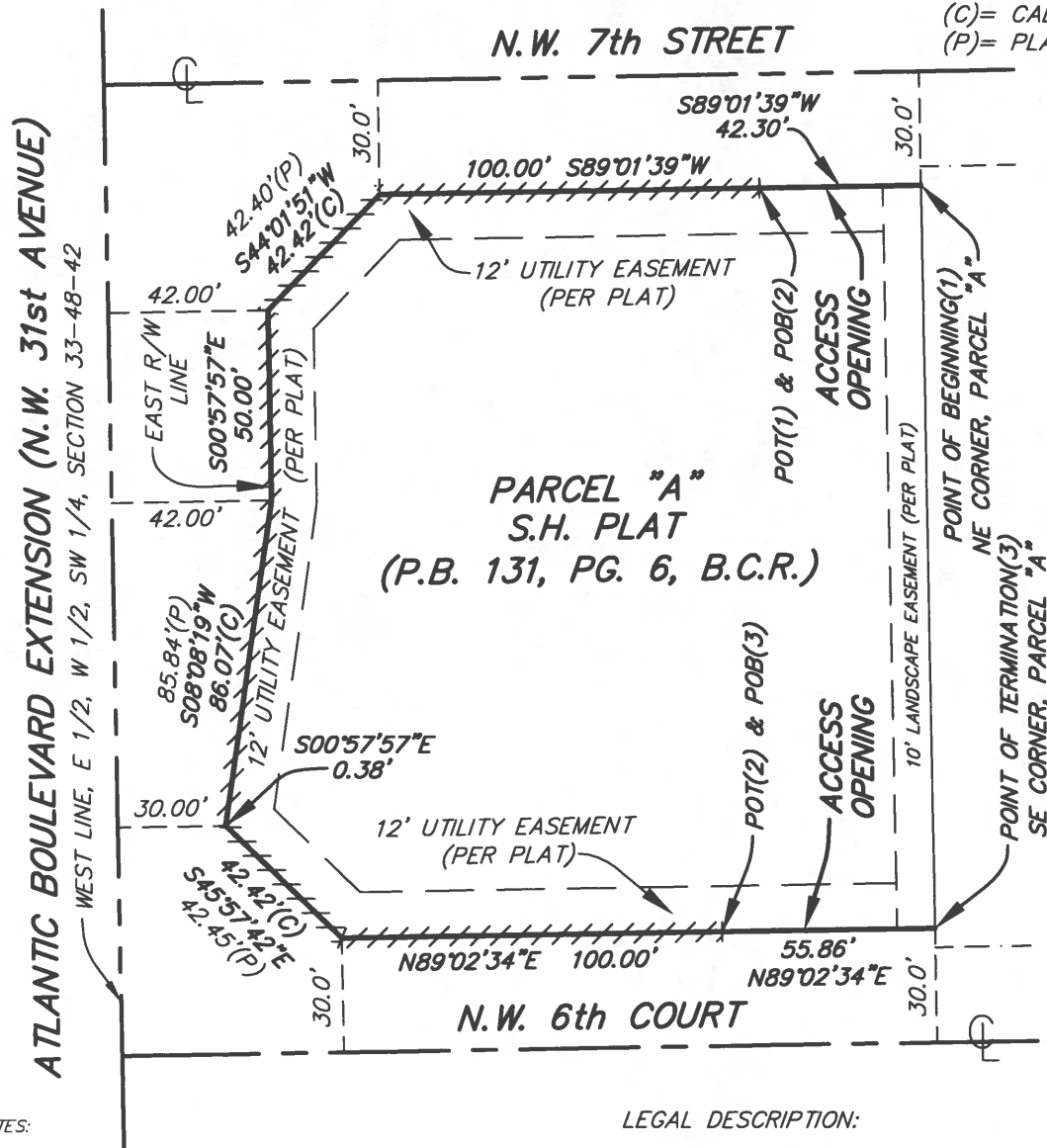
SCALE 1" = 50'

SKETCH AND DESCRIPTION
OLD NON-VEHICULAR ACCESS LINE
PARCEL "A", S.H. PLAT
(PLAT BOOK 131, PG. 6, B.C.R.)
SHEET 2 OF 2 SHEETS

EXHIBIT "B"

LEGEND:

B.C.R. = BROWARD COUNTY
RECORDS
POB = POINT OF
BEGINNING
POT = POINT OF
TERMINATION
(C) = CALCULATED
(P) = PLAT



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LEGAL DESCRIPTION:

The Non-Vehicular Access Line and Openings on the boundary of Parcel "A", S.H. PLAT, according to the plat thereof, as recorded in Plat Book 131, Page 6, of the public records of Broward County, Florida more fully described on Sheet 1 of 2 Sheets.

Said lands situate, lying and being in, the City of Pompano Beach, Broward County, Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-5608

CHECKED BY: _____

C: JMMjr/2020/V5608 (NVAL)

EXHIBIT "C"

(Legal Description of New
Nonvehicular Access Line)



McLAUGHLIN ENGINEERING COMPANY

LB#285

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1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

SKETCH AND DESCRIPTION NEW NON-VEHICULAR ACCESS LINE PARCEL "A", S.H. PLAT (PLAT BOOK 131, PG. 6, B.C.R.) SHEET 1 OF 2 SHEETS

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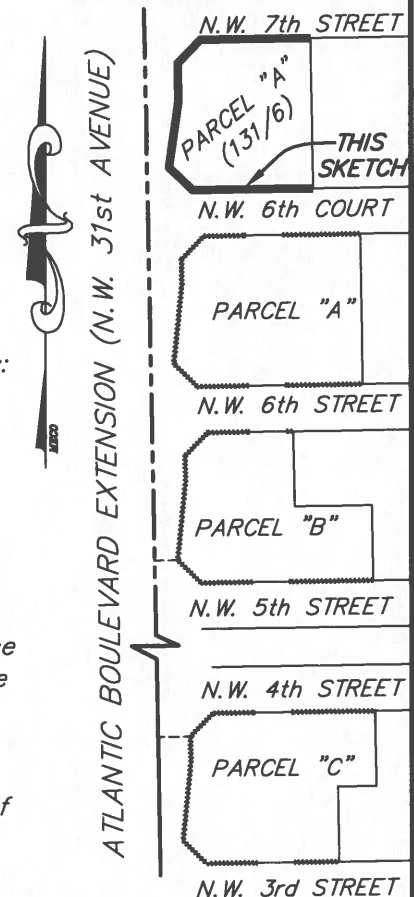
Beginning (1) at the Northeast corner of said Parcel "A", being the Beginning of a Non-Vehicular Access Line; thence South 89°01'39" West, a distance of 53.78 feet to the Point of Termination (1) of said Non-Vehicular Access Line and to the Point of Beginning (2) of a 50 foot Access Opening; thence continuing South 89°01'39" West, a distance of 50.00 feet to the Point of Termination (2) of said 50 foot Access Opening and to the Point of Beginning (3) of a Non-Vehicular Access Line; thence continuing South 89°01'39" West, a distance of 38.52 feet; thence South 44°01'51" West, a distance of 42.42 feet; thence South 00°57'57" East, a distance of 50.00 feet; thence South 08°08'19" West, a distance of 86.07 feet; thence South 00°57'57" East, a distance of 0.38 feet; thence South 45°57'42" East, a distance of 42.42 feet; thence thence North 89°02'34" East, a distance of 48.79 feet to the Point of Termination (3) of said Non-Vehicular Access Line and to the Point of Beginning (4) of a 50 foot Access Opening; thence continuing North 89°02'34" East, a distance of 50.00 feet to the Point of Termination (4) of said 50 foot Access Opening and to the Point of Beginning (5) of a Non-Vehicular Access Line; thence continuing North 89°02'34" East, a distance of 57.07 feet to the Southeast corner of said Parcel "A" and to the Point of Termination (5) of the herein described Non-Vehicular Access Line.

Said lands situate, lying and being in, the City of Pompano Beach, Broward County, Florida.

NOTES:

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EXHIBIT "C"



SITE LAYOUT
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JERALD A. McLAUGHLIN
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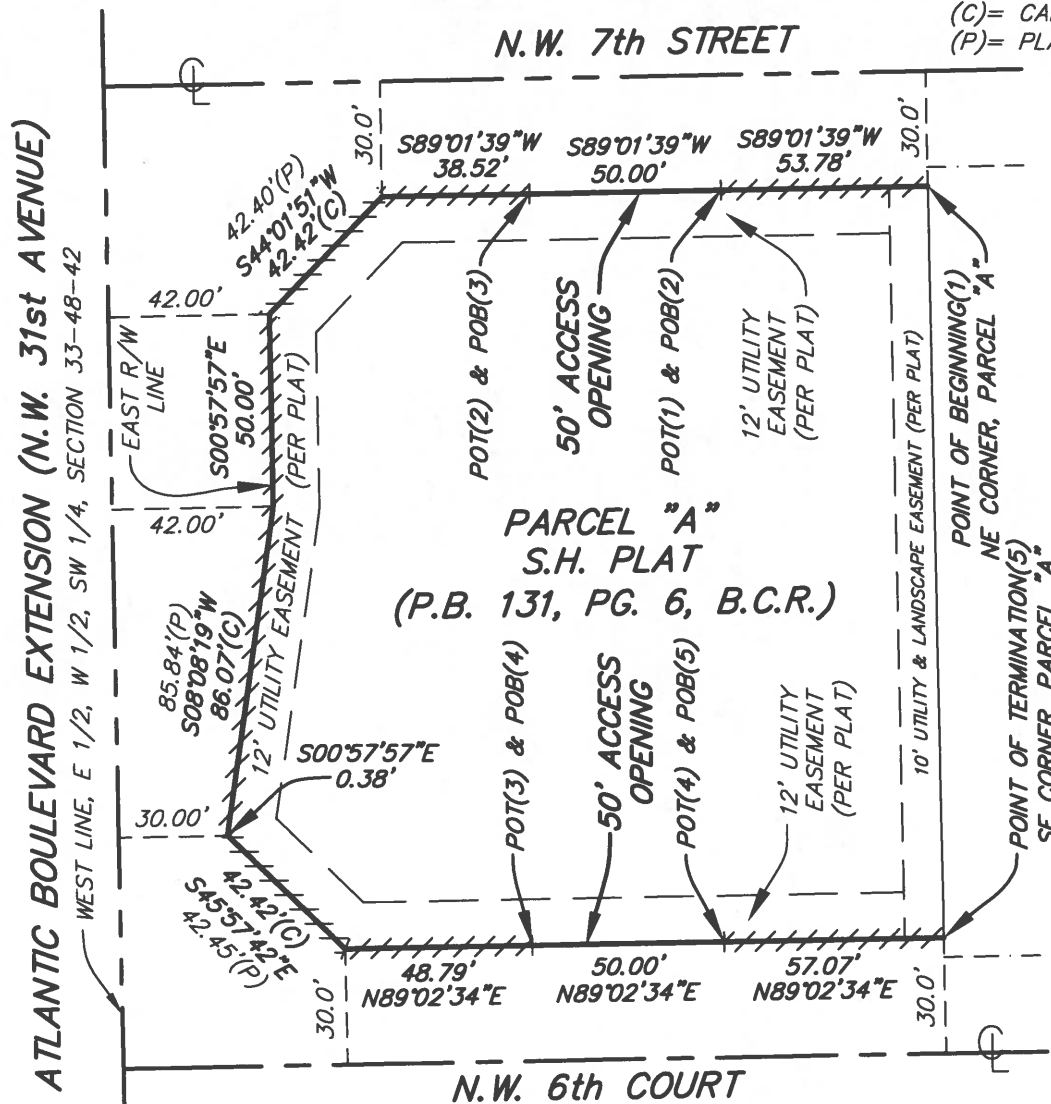
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