

ATTACHMENT "A"

PLAT REL

Return recorded to:

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

Document prepared by:

David N. Tolces, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308

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

Margate 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 HAIG & DUKE

Plat, Plat No./Clerk's File No. PB 175, PG 131, 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 _____, _____; 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 September 14, 2017 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:

Margate Community Redevelopment Agency

6280 W. Atlantic Blvd.

Margate, FL 33063

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__

Witnesses:

____ day of _____, 20____

STATE OF)
COUNTY OF) SS.

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

Print name:

My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)
Print name: _____

(Signature)
Print name: _____

Margate Community Redevelopment Agency

Name of Developer (corporation/partnership)

By _____
(Signature)
Print name: Tommy Ruzzano
Title: Chair
Address: 6280 W. Atlantic Blvd.
Margate, FL 33063

____ day of _____, 20____

ATTEST (if corporation):

(Secretary Signature)
Print Name of Secretary: Sam May, Executive Director

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Tommy Ruzzano, as Chair of Margate Community Redevelopment Agency Florida Public corporation/partnership, on behalf of the corporation/ partnership. He or she is: Agency
☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires:

NOTARY PUBLIC:

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 _____)

COUNTY OF _____)

) SS.

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)

PARCEL "A", "HAIG & DUKE PLAT", ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 175, PAGE 131, OF PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA. SAID LANDS LYING IN THE CITY OF MARGATE, BROWARD
COUNTY, FLORIDA, AND CONTAINING 66,821 SQUARE FEET (1.534 ACRES)
MORE OR LESS.

EXHIBIT "B"

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

LEGAL DESCRIPTION: NON VEHICULAR ACCESS LINE TO BE VACATED

ALL OF THE NON-VEHICULAR ACCESS LINE FOR PARCEL "A", "HAIG & DUKE PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGE 131, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 02° 43'58" WEST, A DISTANCE OF 94.09 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 83°46'33" EAST (NORTH 83°45'07" EAST PER PLAT) FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1365.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 30'38"; FOR AN ARC DISTANCE OF 107.46 FEET TO THE POINT OF TERMINUS #1 OF SAID NON-VEHICULAR LINE AND THE POINT OF BEGINNING OF A 50 FOOT ACCESS OPENING AS SHOWN ON SAID PLAT; THENCE CONTINUE SOUTHERLY ALONG THE LAST DESCRIBED CURVE HAVING A RADIUS OF 1365.00 FEET, THROUGH A CENTRAL ANGLE OF 02°05'56", FOR AN ARC DISTANCE OF 50.00 FEET TO THE END OF SAID 50 FOOT ACCESS OPENING AND THE POINT OF BEGINNING OF SAID NON-VEHICULAR ACCESS LINE; THENCE CONTINUE SOUTHERLY ALONG THE LAST DESCRIBED CURVE HAVING A RADIUS OF 1365.00 FEET, THROUGH A CENTRAL ANGLE OF 00°25'11", FOR AN ARC DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A" AND THE POINT OF TERMINUS #2 OF SAID NON-VEHICULAR ACCESS LINE, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE EAST BOUNDARY OF SAID PARCEL "A" AND ALONG THE WEST RIGHT OF WAY LINE FOR BANKS ROAD.

**SAID NON-VEHICULAR ACCESS LINE BEING IN THE CITY OF MARGATE,
BROWARD COUNTY, FLORIDA.**

EXHIBIT "C"

(Legal Description of New
Nonvehicular Access Line)

LEGAL DESCRIPTION: NON-VEHICULAR ACCESS LINE DEDICATION

**A NON-VEHICULAR ACCESS LINE FOR PARCEL "A", "HAIG & DUKE PLAT",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGE
131, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED
AS FOLLOWS:**

**BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 02°
43'58" WEST, A DISTANCE OF 94.09 FEET TO A POINT ON THE ARC OF A
CIRCULAR CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS
NORTH 83°46'33" EAST (NORTH 83°45'07" EAST PER PLAT) FROM THE LAST
DESCRIBED POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE
HAVING A RADIUS OF 1365.00 FEET, THROUGH A CENTRAL ANGLE OF 07°
01'45", FOR AN ARC DISTANCE OF 167.46 FEET TO THE SOUTHEAST CORNER
OF SAID PARCEL "A" AND THE POINT OF TERMINUS OF SAID NON-VEHICULAR
ACCESS LINE, THE LAST TWO (2) DESCRIBED COURSES LYING ALONG THE
EAST BOUNDARY OF SAID PARCEL "A" AND ALONG THE WEST RIGHT OF WAY
LINE FOR BANKS ROAD.**

**SAID NON-VEHICULAR ACCESS LINE BEING IN THE CITY OF MARGATE,
BROWARD COUNTY, FLORIDA.**