

ATTACHMENT "B"

Return recorded copy to:

PLAT REL

Plat Book ___, Page ___,

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

Document prepared by:

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Goren, Cheorof, 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.**

**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

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

WHEREAS, DEVELOPER is the owner of property shown on the
HAIG & DUKE Plat, Plat No./Clerk's File No. Plat Book 175, Page 131,
hereinafter referred to as "PLAT," which PLAT was approved by the Board of County
Commissioners of Broward County on December 14, 2004; 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

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:

Margate Community Redevelopment Agency

6280 W. Atlantic Blvd.

Margate, FL 33063

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 situs, 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:

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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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)
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 (circle one), on
behalf of the corporation/partnership (circle one). 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:

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 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):

Name of Mortgagee (Corporation/Partnership)

(Signature)
Print name: _____

(Signature)
Print name: _____

By _____
(Signature)
Print name: _____
Title: _____
Address: _____

____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a corporation/partnership (circle one), on behalf of the corporation/partnership (circle one). 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

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.

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.

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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:

1. This plat is restricted from 24,800 square feet of warehouse use. Banks, stand alone office uses and commercial/retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.
2. Any structure within this plat must comply with Section IV D.i.f., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.
3. This note is required by Chapter 5, Articles IX, Broward County Code of Ordinances and may be amended by approval of the Broward County Board of Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.
4. If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by December 14, 2009, which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application 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 project water lines, sewer lines, drainage and the rock base for internal roads are not issued by December 14, 2009, which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. This requirement may be satisfied for a phase of the project, providing a phasing plan has been approved by Broward County. 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.

The following note is required by the Broward County Surveyor pursuant to Chapter 177.091, subsection (28), Florida Statutes: Platted utility easements are also easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of electric, telephone, gas or other public utility. In the event a cable television

company damages the facilities of a public utility, it shall be solely responsible for the damages. This does not apply to private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction installation, maintenance and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.

**THE NOTATION SHOWN ON THE FACE OF THE PLAT CLARIFYING AND LIMITING
THE USE OF THE PLATTED PROPERTY IS AMENDED TO:**

Within twelve (12) months of approval of this application for a new finding of adequacy, comply with all conditions of approval and record an agreement acceptable to the County Attorney's Office to amend the note on the plat as follows:

1. This plat is restricted to a city park/recreation.
2. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner or owners of property within this plat who took title to the property with reference to this plat.
3. If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by _____, 2022, which date is five (5) years from the date of approval of this application by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application 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
4. If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by _____, 2022, which date is five (5) years from the date of approval of this application by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application 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 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.
5. Any structure within this plat must comply with Section IV D. 1. F., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.