City of Margate
DEVELOPMENT REVIEW COMMITTEE
Application for Plat Amendment

5790 Margate Blvd., Margate, FL 33063
954-972-6454

Submittal Date (official use): 12-19-13 P03:32 RCVD

DRC # 01-14-02

Paid: $1,000

Project Name	Celebration Pointe
Address	2850 N State Road 7, Margate
Acreage	29.50
Folio Number	484219350010
Existing Use	Apartments - vacant
Legal Description	Tract A of the Celebration Pointe Plat PB178, Pg 68

Describe proposal/request in detail, including non-residential square footage and/or number of dwelling units

change bedroom mix of 580 garden apartments to
210-1bed, 302-2bed, 68-3bed units.

Agent/Contact Name	Jay Huebner - HSQ Group, Inc.
Address	1489 W. Palmetto Park Road, Suite 340, Boca Raton, Fl 33486
Phone Number	561-392-0221
Fax Number	561-392-6458
Email Address	Jay@hsqgroup.net

Property Owner Name	Celebration Pointe North, LLC. - Omar Fonte, Manager
Address	12448 SW 127 Avenue, Miami, Fl 33186
Phone Number	305-969-2000
Fax Number	305-969-9916
Email Address	omar.fonte@garco.net

OWNER'S AFFIDAVIT: I certify that I am the owner of record for the above referenced property and give authorization to file this petition. I understand that I, or a representative on my behalf, must be present at the DRC meeting. I further understand that my petition will be subject to the regulations of Chapter 16 ½ of the Margate City Code.

Property Owner's Signature

Omar Fonte, manager
Celebration Pointe North, LLC

Date 12/16/13

HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

December 18, 2013

City of Margate
5790 Margate Blvd
Margate, FL 33063

Re: **CELEBRATION POINTE – plat note amendment justification**
HSQ Project Number: **1305-26**

To Whom It May Concern:

The Celebration Pointe phase one project currently has an approved site plan for 290 garden apartments on the North side of the site. This project was rezoned from R14 to PUD at that time to allow for its unique design. The original site plan approval and PUD was prepared for another developer that is no longer involved in the project. The current owner and developer wishes to develop the phase one site plan to be consistent with the original approval except to make some bedroom count changes. The new bedroom mix is as follows: 72 one bedroom, 174 two bedroom and 36 three bedroom units. The remaining 298 units will be placed on phase two. The phase two site plan has not been submitted to the city yet, but it has been conceptually planned with 138 one bedroom, 128 two bedroom and 32 three bedroom units. The new plat note amendment request is for a total of 210 one bedroom, 302 two bedroom and 68 three bedroom units.

Please let me know if you have any questions or require additional information.

Sincerely,
HSQ GROUP, INC.

Jay Huebner

Jay Huebner, P.E., A.I..C.P., LEED AP

INSTR # 111974565
OR BK 50391 Pages 890 - 896
RECORDED 12/09/13 04:07:37 PM
BROWARD COUNTY COMMISSION
DOC-D: $52115.00
DEPUTY CLERK 2130
#1, 7 Pages

PREPARED BY:

Paul H. Kupfer, Esq.
Kupfer, Kupfer & Skolnick, P.A.
5541 University Drive, Suite 103
Coral Springs, FL 33067

Folio Number: a portion of 484219-35-0010

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 6th day of December, 2013, between **CELEBRATION POINTE TOWNHOMES, INC.**, a Florida corporation, whose address is 7975 W. 25th Avenue, Bay #5, Hialeah, FL 33016 ("**Grantor**") and **CELEBRATION POINTE NORTH, LLC**, a Florida limited liability company, whose address is 12448 S.W. 127th Avenue, Miami, Florida 33186 ("**Grantee**").

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assignees forever, the following described real property, situate, lying and being in the County of Broward, State of Florida, and more particularly described as follows:

See **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF (the "**Property**").

SUBJECT ONLY TO the matters of record described in **EXHIBIT B** attached hereto and made a part hereof, but this reference shall not operate to reimpose same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of any person claiming by, through or under Grantor.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name the day and year first above written.

WITNESSES:

Print Name: Anthony Mijares

Print Name: Lilly Perez

SELLER:

CELEBRATION POINTE TOWNHOMES, INC., a Florida corporation

By: _____
Anthony Mijares, Chairman

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing Special Warranty Deed was acknowledged before me this 5th day of December, 2013, by Anthony Mijares, as Chairman of **CELEBRATION POINTE TOWNHOMES, INC.**, a Florida corporation, on behalf of the company, who is personally known to me or produced _____ for identification.

[NOTARIAL SEAL]

LILLY M. PEREZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE163346
Expires 2/1/2016

Notary: _____
Print Name: Lilly Perez
Notary Public, State of Florida
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF TRACT "A", **CELEBRATION POINTE,** ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°24'15" EAST, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 658.13 FEET; THENCE SOUTH 89°32'44" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 676.57 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 138°59'49", A DISTANCE OF 160.11 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.00 FEET AND A CENTRAL ANGLE OF 19°51'24", A DISTANCE OF 10.05 FEET; THENCE SOUTH 89°32'44" WEST, A DISTANCE OF 160.89 FEET; THENCE SOUTH 00°27'16" EAST, A DISTANCE OF 13.00 FEET; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING FIVE (5) COURSES: SOUTH 89°32'46" WEST, A DISTANCE OF 145.85 FEET; THENCE NORTH 01°02'35" WEST, A DISTANCE OF 100.01 FEET; THENCE NORTH 89°32'44" EAST, A DISTANCE OF 145.50 FEET; THENCE NORTH 01°14'17" WEST, A DISTANCE OF 609.68 FEET; THENCE NORTH 89°38'02" EAST, A DISTANCE OF 971.32 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, AND CONTAIN 15.244 ACRES, MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real estate taxes for the year 2014 and subsequent years.
2. Restrictions, dedications and easements as contained in the Plat of CELEBRATION POINTE, recorded in Plat Book 178, Page 67, of the Public Records of Broward County, Florida, as affected by that certain Agreement for Amendment of Notation on Plat recorded in Official Records Book 47764, Page 764.
3. Easement in favor of Margate Utility Authority, Inc., recorded February 25, 1973 in Official Records Book 5177, Page 601, of the Public Records of Broward County, Florida.
4. Easement in favor of Margate Utility Authority, Inc., recorded February 25, 1973 in Official Records Book 5177, Page 607, of the Public Records of Broward County, Florida.
5. Easement in favor of Margate Utility Authority, Inc., recorded February 25, 1973 in Official Records Book 5177, Page 613, of the Public Records of Broward County, Florida.
6. Grant of Easement by and between Halliday Family Children's Rancho-Margate, L.L.C., a Florida limited liability company, and Northwest Medical Center, Inc., a Florida corporation, recorded November 22, 2002 in Official Records Book 34150, Page 1646, of the Public Records of Broward County, Florida.
7. Terms and conditions as contained in the Regional Park Impact Fee Agreement by and between Broward County and Celebration Pointe Townhomes, Inc., a Florida corporation, recorded November 7, 2008 in Official Records Book 45798, Page 1768, as affected by that certain Release of Regional Park Impact Fee Lien Agreement and Statement of Acknowledgement recorded in Official Records Book 47764, Page 774, of the Public Records of Broward County, Florida.
8. Terms and conditions as contained in the Security/Lien Agreement Installation of Required Improvements by and between Broward County and Celebration Pointe Townhomes, Inc., a Florida corporation, recorded November 7, 2008 in Official Records Book 45798, Page 1782, of the Public Records of Broward County, Florida.
9. Covenants, restrictions and regulations as contained in the Declaration of Restrictive Covenants by Celebration Pointe Townhomes, Inc., a Florida corporation and Broward County, recorded November 19, 2010 in Official records Book 47534, Page 387, of the Public Records of Broward County, Florida.
10. City of Margate Developer Agreement - Phase III recorded in Official Records Book 47754, Page 1575, as amended in Official Records Book 47754, Page 1595.

All recording information refers to the public records of Broward County, Florida.

CERTIFICATE OF CORPORATE RESOLUTIONS

We, Anthony Mijares and Silvio A. Cardoso, the sole Shareholders and Directors of CELEBRATION POINTE TOWNHOMES, INC. (hereinafter referred to as "COMPANY"), a corporation organized under the laws of the State of Florida, do hereby certify that at a special meeting of the Shareholders and Board of Directors of said COMPANY, duly held at its office on December 3, 2013, at which a quorum was present and acting throughout, the following resolutions were duly moved, seconded and unanimously adopted:

RESOLVED:

That it is in the best interests of this COMPANY to sell the property described in Exhibit "A" attached hereto to CELEBRATION POINTE NORTH, LLC, a Florida limited liability company: and be it further,

RESOLVED:

That either Anthony Mijares, the Chairman of this COMPANY or Silvio A. Cardoso, the President of this COMPANY, are authorized and directed to execute and deliver any and all closing documents required to effectuate the sale of the property owned by COMPANY as set forth on Exhibit "A", including but not limited to, deeds, affidavits, closing statements and other documents mutually agreed upon between COMPANY and CELEBRATION POINTE NORTH, LLC.

I FURTHER CERTIFY that the foregoing Resolutions remain in full force and effect, have not been rescinded or modified, and conform with the Charter and By-Laws of the COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the corporate seal, by order of the Board of Directors, this 3rd day of December, 2013.

Anthony Mijares, Shareholder and Director

Silvio A. Cardoso, Shareholder and Director

CERTIFICATE OF CORPORATE RESOLUTIONS

We, Anthony Mijares and Silvio A. Cardoso, the sole Shareholders and Directors of CELEBRATION POINTE TOWNHOMES, INC. (hereinafter referred to as "COMPANY"), a corporation organized under the laws of the State of Florida, do hereby certify that at a special meeting of the Shareholders and Board of Directors of said COMPANY, duly held at its office on December 3, 2013, at which a quorum was present and acting throughout, the following resolutions were duly moved, seconded and unanimously adopted:

RESOLVED:

That it is in the best interests of this COMPANY to sell the property described in Exhibit "A" attached hereto to CELEBRATION POINTE NORTH, LLC, a Florida limited liability company: and be it further,

RESOLVED:

That either Anthony Mijares, the Chairman of this COMPANY or Silvio A. Cardoso, the President of this COMPANY, are authorized and directed to execute and deliver any and all closing documents required to effectuate the sale of the property owned by COMPANY as set forth on Exhibit "A", including but not limited to, deeds, affidavits, closing statements and other documents mutually agreed upon between COMPANY and CELEBRATION POINTE NORTH, LLC.

I FURTHER CERTIFY that the foregoing Resolutions remain in full force and effect, have not been rescinded or modified, and conform with the Charter and By-Laws of the COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the corporate seal, by order of the Board of Directors, this 3rd day of December, 2013.

Anthony Mijares, Shareholder and Director

Silvio A. Cardoso, Shareholder and Director

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF TRACT "A", **CELEBRATION POINTE,** ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°24'15" EAST, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 658.13 FEET; THENCE SOUTH 89°32'44" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 676.57 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 138°59'49", A DISTANCE OF 160.11 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.00 FEET AND A CENTRAL ANGLE OF 19°51'24", A DISTANCE OF 10.05 FEET; THENCE SOUTH 89°32'44" WEST, A DISTANCE OF 160.89 FEET; THENCE SOUTH 00°27'16" EAST, A DISTANCE OF 13.00 FEET; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING FIVE (5) COURSES: SOUTH 89°32'46" WEST, A DISTANCE OF 145.85 FEET; THENCE NORTH 01°02'35" WEST, A DISTANCE OF 100.01 FEET; THENCE NORTH 89°32'44" EAST, A DISTANCE OF 145.50 FEET; THENCE NORTH 01°14'17" WEST, A DISTANCE OF 609.68 FEET; THENCE NORTH 89°38'02" EAST, A DISTANCE OF 971.32 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, AND CONTAIN 15.244 ACRES, MORE OR LESS.

AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is effective as of the 6th day of December, 2013, by and between CELEBRATION POINTE TOWNHOMES, INC., a Florida corporation ("Seller") and CGARCO, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("CGARCO") and CELEBRATION POINTE NORTH, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("CPN"), (collectively CGARCO and CPN are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, CGARCO, LLC and Seller entered into that certain AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY dated May 30, 2013, as amended, which agreement was partially assigned by CGARCO, LLC to CPN, (the "Agreement"), pursuant to which the parties set forth their agreement with respect to the purchase and sale of certain property located in Broward County, Florida, as more particularly described in the Agreement (the "Property"); and

WHEREAS, the parties hereto desire to amend certain terms of the Agreement as more particularly set forth below.

NOW, THEREFORE, for and in consideration of Ten Dollars in hand paid by the parties one to the other and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Buyer and Seller do hereby agree as follows:

1. All capitalized terms not otherwise defined in this Amendment shall have the meaning given such terms in the Agreement.

2. Exhibit "A" to the Agreement is hereby deleted in its entirety and replaced with the Exhibit "A" attached hereto and made a part hereof.

3. Subsequent to the closing of the Phase I Property, Buyer anticipates that it will seek an amendment to the Celebration Pointe Plat changing the mix of one, two and three bedroom units permitted on the Phase I Property. Seller agrees that it shall cooperate with Buyer in any such plat amendment and shall sign any necessary or required petitions, application or requests in connection therewith and provide same to Buyer within three (3) days of Buyer's request for same, time being of the essence. However, the Buyer will not seek a change in the number of one bedroom units, two bedroom units and three bedroom units currently approved for the Phase II Property, which the parties agree to be: (i) 138 one bedroom units; (ii) 124 two bedroom units; and (iii) 28 three bedroom units. This provision shall survive the closing of the Phase I Property.

4. Subsequent to the closing of the Phase I Property, Buyer anticipates that it will require certain permits and/ or easements over and across the Phase II Property for the purposes of: (i) water and sewer; (ii) utilities, including but not limited to electric, gas, cable television and telecommunications, including telephone; and (iii) removal and/or demolition of any structure existing on the Phase II Property as of the date of this Amendment, such as pool or lift station,

which may be required in the development of the Phase I Property. Seller agrees that it shall cooperate with Buyer with regard to any such easements or permits and shall grant and sign any such easements, permits, applications or requests in connection therewith and provide same to Buyer within three (3) days of Buyer's request for same, time being of the essence. This provision shall survive the closing of the Phase I Property.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such counterparts shall together constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. This Amendment may be executed and delivered by email transmission or fax (telecopier) of an executed counterpart.

6. Except as expressly set forth herein, the Agreement remains unmodified and unchanged and the parties hereto ratify, reinstate and confirm the Agreement, as amended hereby.

[signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment effective the day and year first written above.

SELLER:

CELEBRATION POINTE TOWNHOMES, INC., a Florida corporation

By: _____
Name: ANTHONY MIJARES
Title: CHAIRMAN

BUYER:

CELEBRATION POINTE NORTH, LLC,
a Florida limited liability company

By: _____
Omar Fonte, Manager

CGARCO, LLC, a Florida limited liability company

By: _____
Carlos M. Garcia, Manager

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment effective the day and year first written above.

SELLER:

CELEBRATION POINTE TOWNHOMES, INC., a Florida corporation

By: _____
Name: _____
Title: _____

BUYER:

CELEBRATION POINTE NORTH, LLC,
a Florida limited liability company

By: _____
Martha Fernandez, Manager

CGARCO, LLC, a Florida limited liability company

By: _____
Carlos M. Garcia, Manager

JOINDER OF MORTGAGEE

Great Florida Bank, being the holder of a mortgage relating to the Property described in Exhibit "A" hereby joins for the purpose of agreeing that in the event it shall acquire title to the Phase II Property it shall execute, as required, such petitions, applications or requests and cooperate with Buyer as set forth in this Amendment.

Signed, sealed and delivered
in the presence of:

Printed Name: Stephanie Smith

Printed Name: Marlene E Sanchez

Great Florida Bank

By: Robert M Meacomes
Name: ROBERT M MEACOMES
Title: VICE PRESIDENT

Exhibit "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

All of Tract "A", of CELEBRATION POINTE, according to the Plat thereof as recorded in Plat Book 178, Page(s) 67, of the Public Records of Broward County, Florida.

a/k/a Phase I Parcel and Phase II Parcel, described as follows:

NORTH PORTION (PHASE I)

A PORTION OF TRACT "A", CELEBRATION POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°24'15" EAST, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 658.13 FEET; THENCE SOUTH 89°32'44" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 676.57 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 138°59'49", A DISTANCE OF 160.11 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.00 FEET AND A CENTRAL ANGLE OF 19°51'24", A DISTANCE OF 10.05 FEET; THENCE SOUTH 89°32'44" WEST, A DISTANCE OF 160.89 FEET; THENCE SOUTH 00°27'16" EAST, A DISTANCE OF 13.00 FEET; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING FIVE (5) COURSES: SOUTH 89°32'46" WEST, A DISTANCE OF 145.85 FEET; THENCE NORTH 01°02'35" WEST, A DISTANCE OF 100.01 FEET; THENCE NORTH 89°32'44" EAST, A DISTANCE OF 145.50 FEET; THENCE NORTH 01°14'17" WEST, A DISTANCE OF 609.68 FEET; THENCE NORTH 89°38'02" EAST, A DISTANCE OF 971.32 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, AND CONTAIN 15.244 ACRES, MORE OR LESS.

AND

SOUTH PORTION (PHASE II)

A PORTION OF TRACT "A", CELEBRATION POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°24'15" EAST, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 658.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°32'44" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 676.57 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 138°59'49", A DISTANCE OF 160.11 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.00 FEET AND A CENTRAL ANGLE OF 19°51'24", A DISTANCE OF 10.05 FEET; THENCE SOUTH 89°32'44" WEST, A DISTANCE OF 160.89 FEET; THENCE SOUTH 00°27'16" EAST, A DISTANCE OF 13.00 FEET; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING THREE (3) COURSES: SOUTH 01°14'17" EAST A DISTANCE OF 611.59 FEET; THENCE NORTH 89°37'36" EAST A DISTANCE OF 952.09 FEET; THENCE NORTH 00°24'15" WEST, A DISTANCE OF 662.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, AND CONTAIN 14.257 ACRES, MORE OR LESS

PLAT REL

Return recorded copy to:

Development and Environmental Regulation Division
1 North University Drive, Suite 102
Plantation, FL 33324

Document prepared by:

Jay Huebner, P.E.
HSQ Group Inc.
1489 W. Palmetto Park Rd./#340
Boca Raton, FL 33486

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.

THIS IS NOT AN OFFICIAL COPY

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

CELEBRATION POINTE TOWNHOMES, INC., its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the CELEBRATION POINTE Plat, Plat No. 178 Pg. 67, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on June 26, 2007; 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

Approved BCC 1/11/11 #30
Submitted By DERD
RETURN TO DOCUMENT CONTROL

(10)

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of January 11, 2011;

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.

THIS IS NOT AN OFFICIAL COPY

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 Development
and Environmental Regulation Division
1 North University Drive, Suite 102
Plantation, FL 33324

For the DEVELOPER:

CELEBRATION POINTE TOWNHOMES, INC.

7975 WEST 25TH AVENUE, BAY 5

HIALEAH, FL 33016

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.

THIS IS NOT AN OFFICIAL COPY

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

THIS IS NOT AN OFFICIAL COPY

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 11 day of JANUARY, 2011, and DEVELOPER, signing by and through its CHAIRMAN, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By _____ Mayor

3rd day of March, 2011

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
John E. Nastasio III

15 day of February, 2011

THIS IS NOT AN OFFICIAL COPY

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)
Print name: JOHN MIJARES

(Signature)
Print name: L.M. PILA

Celebration Pointe Townhomes, Inc.
Name of Developer (corporation/partnership)

By
(Signature)
Print name: Anthony Mijares, Jr.
Title: Chairman
Address: 7975 W. 25th Avenue, Bay 5
Hialeah, FL 33016

3rd day of Nov, 2010

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary:

THIS IS NOT AN OFFICIAL COPY

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 3rd day of Nov., 2010, by Anthony Mijares, as Chairman of Celebration Pointe TH, a FL corporation/partnership, on behalf of the corporation/ partnership. He or she is:

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

(Seal)

LILLY M. PEREZ
Comm# DD0752399
Expires 2/1/2012
Florida Notary Assn., Inc

My commission

NOTARY PUBLIC:

Print name: Lilly Perez

BRO WARD

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. "Approved as to Form"

Witnesses (if partnership):

(Signature)
Print name: Harlene E Sanchez

(Signature)
Print name: Marisella Salado

Great Florida Bank
Name of Mortgagee (corporation/partnership)

By
(Signature)
Print name: Luis Moncada
Title: Chief Credit Officer
Address: 15050 NW 79 Court, Suite 200
Miami Lakes, FL 33016

10th day of November, 2010

ATTEST (if corporation):

(Secretary Signature)

(CORPORATE SEAL)

THIS IS NOT AN OFFICIAL COPY

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of November, 2010, by Luis Moncada as Chief Credit Officer of Great Florida Bank, a Florida 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)

Print name:

My commission expires:

LOURDES ALFONSO
Notary Public - State of Florida
My Comm. Expires Jan 12, 2014
Commission # DD 951884
Bonded Through National Notary Assn.

CAF#358
Rev. 10/28/09

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT "A" OF THE "CELEBRATION POINTE" PLAT AS REWARDED IN THE PLAT BOOK 178, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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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:

17. THE PLAT IS RESTRICTED TO 412 GARDEN APARTMENTS CONSISTING OF 165 ONE BEDROOM UNITS, 206 TWO BEDROOM UNITS AND 41 THREE BEDROOM UNITS.

THIS IS NOT AN OFFICIAL COPY

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

17. THE PLAT IS RESTRICTED TO 580 GARDEN APARTMENTS CONSISTING OF 276 ONE BEDROOM UNITS, 248 TWO BEDROOM UNITS AND 56 THREE BEDROOM UNITS.

revise to 210 one bedroom, 302 two bedroom and 68 3 bedroom 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 June 26, 20 12, 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 June 26, 20 12, 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.

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☐ **Air Navigation Hazards.**

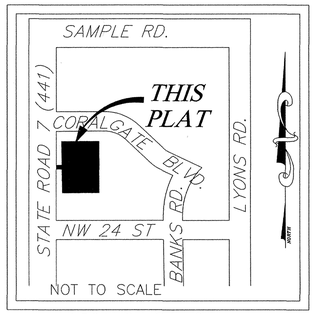
Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

AMENDED 47764/764

CELEBRATION POINTE

A REPLAT OF TRACT 88, 89, 92 AND A PORTION OF TRACTS 90 AND 91, OF THE PALM BEACH FARMS COMPANY PLAT NO. 3
AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
SECTION 19, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF MARGATE, BROWARD COUNTY, FLORIDA

CFN # 108241701,
Page1 of 2
Recorded 11/07/2008 at 09:07 AM



LOCATION SKETCH

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, MARK LEIPER OF GREAT FLORIDA BANK, WHO EXECUTED THE FOREGOING PLAT INSTRUMENT OF DEDICATION ON BEHALF OF THE CORPORATION. WHO IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

WITNESS MY HAND AND SEAL THIS 8 DAY OF JUNE A.D., 2007

NOTARY PUBLIC, STATE OF FLORIDA — MY COMMISSION EXPIRES

RICHARD MARONEY
PRINT NAME

Richard R. Maroney
Commission #DD328148
Expires: Jun 29, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

PREPARED BY:
THEODORE J. DAVID, P.S.M.,
DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NUMBER LB #6935
12075 40th STREET BAY 1
CORAL SPRINGS, FLORIDA 33065
(954) 340-4025 * FAX (954) 340-8584
OCTOBER, 2005

LEGAL DESCRIPTION

DESCRIPTION:

TRACTS 88,89,90,91 AND 92 IN BLOCK 90 OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCELS;

THE WEST 250 FEET OF SAID TRACT 90 (EXCEPT THE SOUTH 50.00 FEET OF THE SAID WEST 250.00 FEET) AND THE WEST 250.00 FEET OF SAID TRACT 91 (EXCEPT THE NORTH 50.00 FEET OF SAID WEST 250.00 FEET).

AND

LESS THE FOLLOWING PARCELS PURSUANT TO ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 7485, PAGE 141, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH 50.00 FEET OF TRACT 91 AND THAT PART OF THE SOUTH 50.00 FEET OF TRACT 90 ALL IN BLOCK 90 OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO PLAT BOOK 2, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IN SECTION 19, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PART LYING WITHIN 210.00 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 19; LESS RIGHT OF WAY; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA. THE CITY OF MARGATE,

ALL AS SHOWN ON THE RIGHT OF WAY MAP FOR SECTION 86100-2507, STATE ROAD 7, BROWARD COUNTY, FLORIDA.

DEDICATION } SS

STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS, THAT CELEBRATION POINT TOWNHOMES, INC. OWNER OF THE LANDS DESCRIBED AND SHOWN AS INCLUDED IN THIS PLAT, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS CELEBRATION POINT, A REPLAT.

THE UTILITY EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS IN WHEREOF, CELEBRATION POINT TOWNHOMES, INC. HAS CAUSED THIS DEDICATION TO BE SIGNED BY ITS AUTHORIZED OFFICERS, THIS 8th DAY OF, JUNE 2007.

WITNESS
(PRINT NAME) Lilly Perez

WITNESS Melissa Martinez
(PRINT NAME)

BY: ~~VICE PRESIDENT~~ ANTHONY MIJARES, JR.
~~PRESIDENT~~ CHAIRMAN

CONSENT BY MORTGAGE HOLDER } SS

STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS, THAT GREAT FLORIDA BANK, OWNER AND HOLDER OF A MORTGAGE ON THE LANDS DESCRIBED HEREON, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION SHOWN HEREON.

IN WITNESS IN WHEREOF, GREAT FLORIDA BANK. HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH AUTHORITY, OF ITS BOARD OF DIRECTORS THIS 8th DAY OF, JUNE 2007.

WITNESS
(PRINT NAME) Suzette Sardiñas

BY: ~~RONALD BROWN~~ MARK LEIPER
SENIOR VICE PRESIDENT

WITNESS
(PRINT NAME) THEODORE J DAVID

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, Anthony Mijares Jr., Chairman OF CELEBRATION POINTE TOWNHOMES, INC. , WHO EXECUTED THE FOREGOING PLAT INSTRUMENT OF DEDICATION ON BEHALF OF THE CORPORATION. THEY ARE PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

WITNESS MY HAND AND SEAL THIS 8th DAY OF JUNE, A.D., 2007

NOTARY PUBLIC, STATE OF FLORIDA — MY COMMISSION EXPIRES

Milagros Suarez
(PRINT NAME)

MILAGROS SUAREZ
Notary Public - State of Florida
My Commission Expires Jun 30, 2010
Commission # DD 652088
Bonded By National Notary Assn.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION—RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 7TH DAY OF NOVEMBER 200__A.D. AND RECORDED IN PLAT BOOK 178, PAGE 67, RECORD VERIFIED

ATTEST: BERTHA HENRY
INTERIM COUNTY ADMINISTRATOR

BY: Linda Diane Jones
DEPUTY

BROWARD COUNTY COMMISSIONERS — CREATED OCT. 1ST 1915 — BROWARD COUNTY, FLORIDA

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

10/31/08
BY: RICHARD TORNESE DATE
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263
DIRECTOR

8/18/08
BY: ROBERT P. LEGG, JR. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION—MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 20th DAY OF June, 2007 A.D..

ATTEST: BERTHA HENRY
INTERIM COUNTY ADMINISTRATOR

DEPUTY

BY: Lois Wexler
MAYOR—COUNTY COMMISSION

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTIONS OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE. THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS 7 DAY OF JUNE, 2007. THE BENCHMARKS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER CONTROL STANDARDS.

BY: THEODORE J. DAVID
PROFESSIONAL SURVEYOR AND MAPPER # 5821
STATE OF FLORIDA (FOR THE FIRM)
DAVID & GERCHAR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB #6935
10750 WILES ROAD
CORAL SPRINGS, FLORIDA 33076

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD. THIS 31 DAY OF OCTOBER 2008.

BY:
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHTS OF WAY THIS 28th DAY OF June, A.D., 2007.

BY:
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS HEREBY APPROVED AND ACCEPTED FOR RECORD THIS 31 DAY OF October, A.D., 2008.

BY:
EXECUTIVE DIRECTOR OR DESIGNEE

CITY OF MARGATE, PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONNING BOARD OF MARGATE, FLORIDA, ACCEPTED AND APPROVED THIS PLAT ON THIS 2ND DAY OF MAY, 2006.

BY: Morris Lichtenstein
CHAIRMAN, MORRIS LICHTENSTEIN

CITY ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORDING.

10-31-08
BY: EMILIO ESTEBAN DATE
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 35194
CITY ENGINEERING

MARGATE CITY COMMISSION:

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORDING BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA AND DULY ADOPTED BY SAID CITY COMMISSION ON THIS 5TH DAY OF JULY, 2006.

IN WITNESS WHEREOF SAID CITY COMMISSION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE MAYOR AND ATTESTED BY THE CITY CLERK, THIS 11TH DAY OF JUNE, 2007.

SIGNED DAVID MCLEAN MAYOR

ATTESTED: Leslie Rae Wallace
LESLIE RAE WALLACE Deputy CITY CLERK

SEALS

COUNTY ENGINEER	COUNTY SURVEYOR	COUNTY ADMINISTRATOR	COUNTY COMMISSION	CITY ENGINEER	CITY OF MARGATE	CELEBRATION POINT TOWNHOMES, INC.	SURVEYOR
RICHARD C. TORNESE LICENSE No. 40263 STATE OF FLORIDA	LICENSED 4030 STATE OF FLORIDA			EMILIO C. ESTEBAN LICENSE NO. 35194 STATE OF FLORIDA		SEAL 2004	THEODORE J. DAVID LS 5821 STATE OF FLORIDA

CELEBRATION POINT	CHECKED BY	DATE
PRELIMINARY CHECK		
SECONDARY CHECK		
FIELD BNDRY SURVEY		
CALCULATIONS		
PRM'S SET		
PLANNING DEPT.		
FINAL CHECK		
F:/HSQ/CELEBRATION POINT-PLAT		

063-MP-06

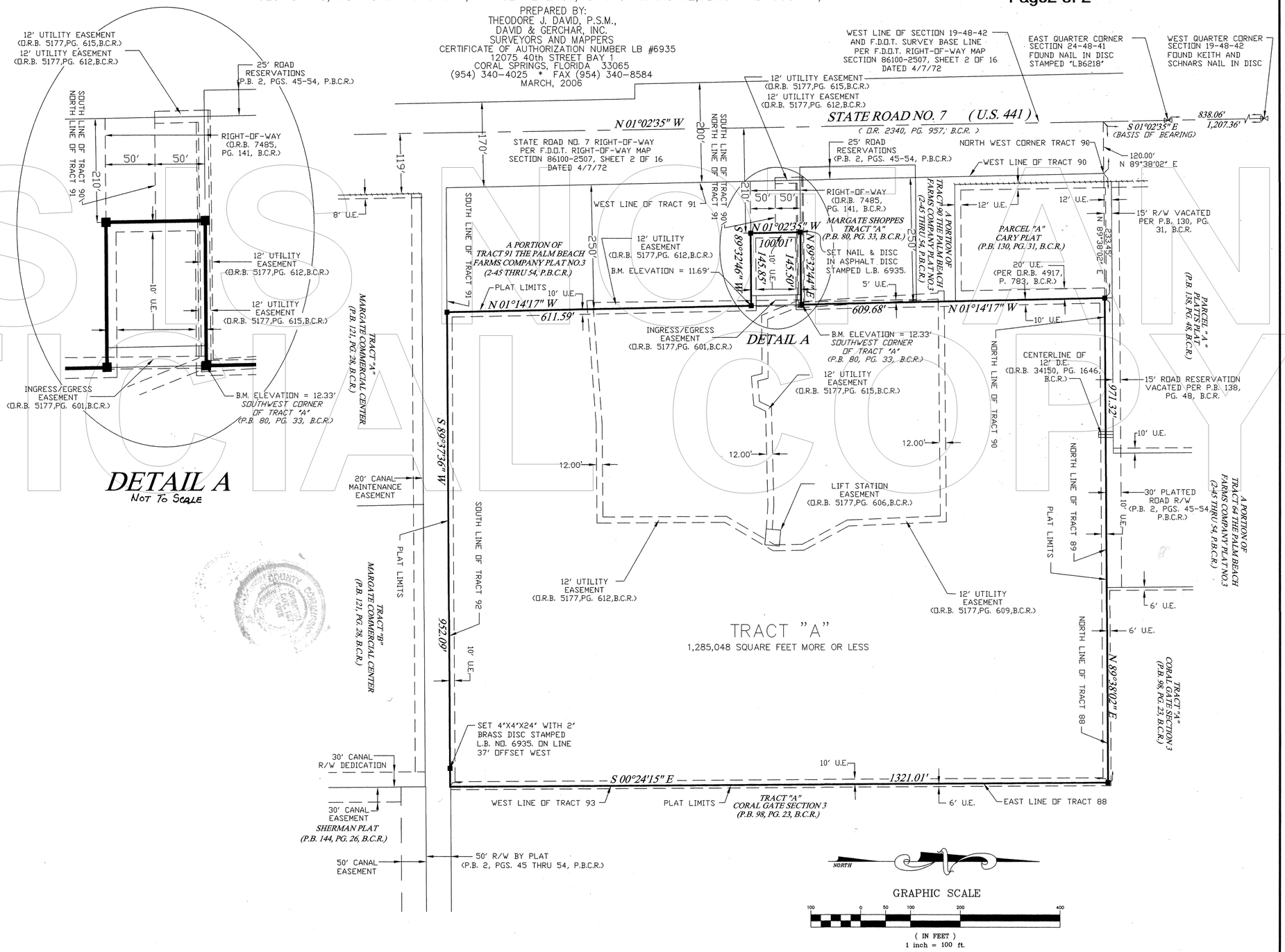
THIS IS NOT A LEGAL COPY

CELEBRATION POINTE

A REPLAT OF TRACT 88, 89, 92 AND A PORTION OF TRACTS 90 AND 91, OF THE PALM BEACH FARMS COMPANY PLAT NO. 3
AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
SECTION 19, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF MARGATE, BROWARD COUNTY, FLORIDA

CFN #108241701
Page2 of 2

PREPARED BY:
THEODORE J. DAVID, P.S.M.,
DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NUMBER LB #6935
12075 40th STREET BAY 1
CORAL SPRINGS, FLORIDA 33065
(954) 340-4025 * FAX (954) 340-8584
MARCH, 2006

SURVEY NOTES

1. ////////// DENOTES NON-VEHICULAR ACCESS LINE
2. P.B. DENOTES PLAT BOOK
3. PG. DENOTES PAGE
4. O.R.B. DENOTES OFFICIAL RECORD BOOK
5. U.E. DENOTES UTILITY EASEMENT
6. B.C.R. DENOTES BROWARD COUNTY RECORDS
7. B.M. EL. DENOTES BENCHMARK ELEVATION
8. ℄ DENOTES CENTERLINE
9. F.D.O.T. DENOTES FLORIDA DIVISION OF TRANSPORTATION
10. L.B. DENOTES LIENCES BUSINUSS
11. R/W DENOTES RIGHT-OF-WAY
12. P.B.C.R. DENOTES PALM BEACH COUNTY RECORDS
13. D.E. DENOTES DRANIAGE EASEMENT
14. ■ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4"x4"x24" CONCRETE MONUMENT WITH 2" BRASS DISC STAMPED L.B. NO. 6935. (UNLESS OTHERWISE NOTED)
15. BEARINGS SHOWN ARE ASSUMED AND BASED ON THE WEST LINE OF SECTION 19 TOWNSHIP 48 SOUTH, RANGE 42 EAST. (S 01°02'35" E)
16. BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND WERE ESTABLISHED FROM BENCHMARKS SUPPLIED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT BENCHMARK # 2573: ELEVATION =12.85', CANAL CROSSING COLONIAL DRIVE .25 +/- MILE WEST OF U.S. 441 B.C.E.D. BRONZE DISC IN CONCRETE WALL AT WESTERLY LIFT GATE.
17. THE PLAT IS RESTRICTED TO 412 GARDEN APARTMENTS CONSISTING OF 165 ONE BEDROOM UNITS, 206 TWO BEDROOM UNITS AND 41 THREE BEDROOM UNITS. 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 COUNTY 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.
18. IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY JUNE 26, 2012, 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 SHALL MAKE 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
19. IF PROJECT WATERLINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS ARE NOT INSTALLED BY JUNE 26, 2012, 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, 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.
20. 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 AN 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 NOTE 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.
21. "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."