

AMPLA

Plat Book 164, Pg 28

Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Richard G. Coker, Jr., Esq.
Coker & Feiner
1404 South Andrews Avenue
Ft. Lauderdale, FL 33316-1840

NOTICE: PURCHASERS, GRANTEEES, 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

A.E.P. MARGATE, L.L.C. and WALGREEN CO., its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the ALEXANDER PLAT, Plat No./Clerk's File No. 002-MP-96, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on November 14, 2006; 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 November 14, 2006

;

CAF#358
03/30/06 Revised

**BROWARD
COUNTY
FLORIDA**

Approved BCC 11/14/06 # 108
Submitted By Don. J. [Signature]
RETURN TO DOCUMENT CONTROL

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. **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, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:
A.E.P. Margate, L.L.C.

2 South Biscayne Boulevard, Suite 2350

Miami, FL 33131

4. **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.
5. **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.
6. **NOTATIONS.** All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
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]

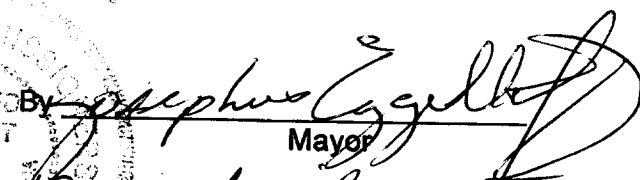
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14 day of November, 2006 and DEVELOPER, signing by and through its representatives duly authorized to execute same.

COUNTY

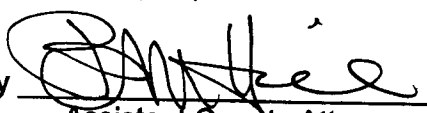
ATTEST:


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 Joseph E. G. Eggleston
Mayor
day of April, 2007

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

9th day of April, 2007

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses:

E

(Signature)
Print name: Eric Poses

Maria E Smith

Print name: Maria E. Smith

A.E.P. MARGATE, L.L.C.

Name of Developer (corporation/partnership)

By

(Signature)

Print name: Henry Batievsky

Title: Managing Member

Address: 2 South Biscayne Blvd., Suite 2350

Miami, FL 33131

12th day of JANUARY, 20 07

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) ss.

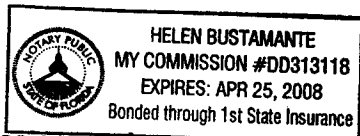
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of January, 2007 by Henry Batiewsky, as Managing Member of A.E.P. Marquette, LLC, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:

☒ personally known to me, or

[] produced identification. Type of identification produced _____

(Seal)



My commission expires: 04/25/08

NOTARY PUBLIC:

Helen Bustamante
Print name:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses:

Barbara Javurek
(Signature)
Print name: Barbara Javurek
Suzanne L. Collins
(Signature)
Print name: Suzanne L. Collins

WALGREEN CO.
Name of Developer (corporation/partnership)
By [Signature]
(Signature)
Print name: Robert M. Silverman
Title: Divisional Vice President
Address: 104 Wilmet Road, MS#1420
Deerfield, IL 60015

12 day of February, 2007

ATTEST (if corporation):

(Secretary Signature)

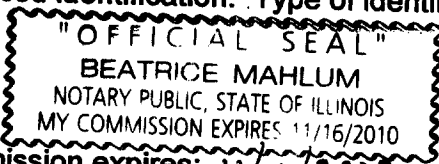
Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Illinois)
COUNTY OF Lake) SS.

The foregoing instrument was acknowledged before me this 12 day of February, 2007, by Robert M. Silverman, as Div. V.P. of Walgreen Co., an Illinois corporation/partnership, on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal) 
My commission expires: 11/16/2010

NOTARY PUBLIC:

Beatrice Mahlum
Print name: Beatrice Mahlum

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "A", ALEXANDER PLAT, according to the plat thereof as recorded
in Plat Book 164, Page 28 of the Public Records of Broward County, Florida

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

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

14,500 square feet of commercial use and 24,450 square feet of office use.

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

The plat is restricted to 15,000 square feet of commercial use and 20,000 square feet of office use, excluding banks. Banks are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

EXHIBIT "B" - CONTINUED**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.****[☒] Expiration of Finding of Adequacy for Plat 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) is not issued by November 14, 2011, 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 November 14, 2011, 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 Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[☐] Air Navigation Hazards.

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