

ADDENDUM "A"

LEGAL DESCRIPTION OF CITY PARK PROPERTY

Portions of Tract 29, Block 93, The Palm Beach Farms Co., Plat No. 3, recorded in Plat Book 2, Pages 45-54, Public Records, Palm Beach County, Florida and portion of Parcel E, Central Park of Commerce, recorded in Plat Book 119, Page 27, Public Records, Broward County, Florida, and a portion of the vacated roadway per Official Record Book 1406, Page 556 and Official Record Book 1273, Page 78, Public Records, Broward County, Florida, being more particularly described as follows:

Begin at the Northernmost corner of said Parcel E and point on a curve said point bears South 89° 58' 42" West from the radius point; thence Southeasterly along a circular curve to the left and along the Westerly right-of-way of Banks Road, having a radius of 1353.00 feet a central angle of 1° 55' 09" for an arc distance of 45.32 feet; thence South 89° 57' 09" West for 255.02 feet; thence South 00° 01' 18" East for 259.09 feet; thence South 89° 57' 09" West along the South boundary of said Tract 29 for 720.73 feet; thence North 00° 00' 51" West along the West boundary of said Tract 29 for 688.17 feet thence North 89° 57' 09" East for 720.65 feet; thence South 00° 01' 18" East for 326.31 feet; thence North 89° 55' 42" East for 219.30 feet; thence North 44° 57' 12" East for 49.48 feet; thence South 00° 01' 18" East along the Westerly right-of-way line of Banks Road for 92.53 feet to the Point of Beginning.

ADDENDUM "B"

LEGAL DESCRIPTION OF PRIVATE ROAD RIGHT-OF-WAY

A portion of Tract 29, Block 93, Palm Beach Farms Co., Plat No. 3, according to the Plat thereof, as recorded in Plat Book 2, Pages 45-54, Public Records, Palm Beach County, Florida and portion of Parcel E, Central Park of Commerce, according to the Plat thereof, as recorded in Plat Book 119, Page 27, of the Public Records, Broward County, Florida, and a portion of the 30 foot right of way as shown on said Palm Beach Farms Co. Plat No. 3 as vacated per Broward County Board of County Commissioners Resolution 7-15-1958 per Commission Minutes Book 29, Page 493 of said Broward County Records described as follows:

Begin at the Northeast corner of Parcel "A" , "HAIG & DUKE PLAT" , according to the Plat thereof as recorded in Plat Book 175, Page 131 of said Broward County Records; thence South $89^{\circ} 33' 30''$ West along the North Boundary of said Parcel "A", a distance of 100.21 feet; thence North $00^{\circ} 23' 12''$ West, a distance of 100.00 feet; thence North $89^{\circ} 33' 30''$ East along a line 100.00 feet North of and parallel with, when measured at right angles, to said North boundary, a distance of 100.00 feet; thence South $00^{\circ} 23' 12''$ East, a distance of 54.68 feet to a point of curvature of a circular curve concave Easterly; thence Southerly along the arc of said curve having a radius of 1353.00 feet, through a central angle of $01^{\circ} 55' 10''$, for an arc distance of 45.33 feet, the last two described courses lying along the West right of way line for Banks Road as shown on said Central Park of Commerce Plat; thence South $89^{\circ} 33' 30''$ West along the Easterly extension of said North boundary, a distance of 0.55 feet to the Point of Beginning.

Said lands situate in the City of Margate, Broward County, Florida. Containing 10,011 square feet or 0.230 acres more or less.

ADDENDUM "C"

Return recorded document to:

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

Document prepared by:
David N. Tolces, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT
"A" ARE HEREBY PUT ON NOTICE OF THIS DECLARATION WHICH
SHALL RUN WITH THE PROPERTY**

**DECLARATION OF RESTRICTIVE COVENANTS
FOR PRIVATE PAVED ROADWAYS AND ACCESS**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this ____ day of _____, 20____, by City of Margate, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER, is the fee title owner of certain property in Broward County, Florida, as described in Exhibit "A" (the "Property"); and

WHEREAS, the MARGATE COMMUNITY REDEVELOPMENT AGENCY, is proposing to develop a parcel of land adjacent to and abutting the Property and has applied to Broward County ("County") for approval of amendments to the Haig & Duke Plat PB 175, PG 131 for a parcel adjacent to the Property (the "Project"); and

WHEREAS, COUNTY approved the Project on September 14, 2017, subject to certain conditions; and

WHEREAS, pursuant to the Broward County Land Development Code, one of the conditions of approval is that DEVELOPER provide for the location, construction, and maintenance of the private roadways within the Property, provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities, and provide a reciprocal easement for ingress and egress to all parcels and/or lots within the Project; and

WHEREAS, in order to comply with the conditions of approval, DEVELOPER wishes to impose a permanent non-exclusive Restrictive Covenant for the location, construction, and maintenance of roadways, as well as providing for the ingress and egress of vehicles and pedestrian traffic to, from, and throughout the Property on, over, and upon the portion of the Property described in Exhibit "B," for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns.

NOW, THEREFORE IN ORDER TO SATISFY the conditions of approval described above, DEVELOPER does hereby impose the following Restrictive Covenants upon the Property:

1. The recitals described above are true and accurate and are incorporated into these Restrictive Covenants.

2. Declaration of Restrictive Covenants for Roadways and Access.

(a) DEVELOPER, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in Exhibit "B" to a non-exclusive access covenant to the public for ingress and egress of vehicular and pedestrian traffic throughout the Property for the purpose of providing access to service and emergency vehicles, and for maintenance of public and semi-public utilities. The purpose of this covenant is to comply with the condition of Project approval to provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities.

(b) DEVELOPER, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in Exhibit "B" to a non-exclusive access covenant for ingress and egress of vehicular and pedestrian traffic throughout the Property for the benefit of the current and future holders of any right, title, or interest in or to the Property, and their successors and assigns, and for the benefit of the current and future holders of any right, title, or interest in or to the adjacent property which abuts and shares common access on the private roadways and their successors and assigns. The purpose of this covenant is to comply with the conditions of Project approval to provide a reciprocal easement for ingress and egress to all residents of the Project.

3. Private roadways constructed after the execution of this Declaration shall comply with all applicable construction standards contained in the "Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction," Chapter 25, Exhibit 25 A, Broward County Administrative Code, as the same may be amended.

4. DEVELOPER shall at all times hereafter indemnify, hold harmless, and, at the option of the County Attorney's Office, defend or pay for an attorney selected by the County Attorney's Office to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, resulting from the use or maintenance of the roads and roadways contained in Exhibit "B", including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

5. The construction, maintenance, and repair of the roads and roadways contained in Exhibit "B" shall be the sole responsibility of the DEVELOPER, its successors and assigns.

6. The failure of any party to this Declaration to abide by the covenants, conditions, and declarations herein shall constitute an event of default and may be enforced by County or such other governmental entity described herein.

7. This Declaration of Restrictive Covenants may not be altered, changed, or amended except by an instrument in writing, executed by all of the owners of any right, title, or interest in and to the Property, including any affected governmental entity, and approved in writing by County.

8. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, at DEVELOPER's sole cost and expense, and all of the provisions of this instrument shall run with the Property and shall remain in full force and effect for perpetuity and are binding on all parties and persons acquiring any right, title, or interest in or to all or any portion of the Property.

9. County, any other affected governmental entity, and the owners of any right, title, or interest in or to the Property are the beneficiaries of these restrictive covenants and as such, may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms hereof. County and any other affected governmental entity shall be entitled to specific performance of the restrictive covenants provided herein in addition to the remedies available at law or in equity.

10. Any controversies or legal problems arising out of this Declaration of Restrictive Covenants 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, DEVELOPER has executed this Declaration of Restrictive Covenants as follows:

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)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is
☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Developer (corporation/partnership)

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

____ day of _____, 20__

ATTEST (if corporation):

(Secretary Signature)
Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

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

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name:

MORTGAGEE-INDIVIDUAL

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Declaration of Restrictive Covenants.

Witnesses:

(Signature)
Print name:

Name of Mortgagee (Individual)

(Signature)
Print name: _____

(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 Declaration of Restrictive Covenants.

Witnesses (if partnership):

Name of Mortgagee (corporation/partnership)

(Signature)

Print name: _____

By_

(Signature)

Print name: _____

Title:

Address:

(Signature)

Print name: _____

____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name:

EXHIBIT "A"

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