

PLAT REL

Return recorded to:

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

Document prepared by:
D'Wayne M. Spence, Asst. City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

AMENDMENT TO NONVEHICULAR ACCESS LINES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," and

The City of Fort Lauderdale, a municipal corporation existing under the laws of state of Florida, hereinafter referred to as "CITY."

WHEREAS, the CITY holds fee simple title to the property described in Exhibit "A," attached hereto and made a part hereof, hereinafter referred to as "Property"; and

WHEREAS, vehicular access to said Property is restricted by virtue of that certain Nonvehicular Access Line which is reflected on the LAKE LAUDERDALE RECREATION AREA PLAT, Plat File No.053-MP-86, hereinafter referred to as the "PLAT" approved by the COUNTY on January 20, 1987; and

WHEREAS, a description of the platted area, including the Nonvehicular Access Line, is attached hereto as Exhibit "B," and made a part hereof; and

WHEREAS, the CITY desires to modify vehicular access to said Property at locations over and across the existing Nonvehicular Access Line; and

WHEREAS, on December 13, 2011 the COUNTY approved CITY'S Delegation Request for an amendment to the Nonvehicular Access Line in order to establish a new configuration more particularly described in Exhibit "C," attached hereto and made a part hereof; and

WHEREAS, Chapter 5, Article IX of the Broward County Code of Ordinances permits the amendment of Nonvehicular Access Lines; and

WHEREAS, the CITY has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways; and

WHEREAS, the COUNTY has no objection to amending the Nonvehicular Access Line; and

WHEREAS, the CITY has complied with all the conditions of approval imposed by the COUNTY, including execution of this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, considerations, and promises set forth below, the COUNTY and CITY agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY hereby amends the Nonvehicular Access Line on the Property reflected on the PLAT described in Exhibit "B," and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line as described in Exhibit "C."
3. The CITY shall obtain vehicular access to said Property through driveway openings and connections which are consistent with the new Nonvehicular Access Line as described in Exhibit "C."
4. The CITY shall obtain all necessary permits for construction of the driveway opening and connections from the appropriate unit of government prior to construction of any driveway connections.
5. This Agreement shall be recorded in the Official Records of Broward County at the CITY'S expense, and the Nonvehicular Access Line created herein and the CITY'S obligation set forth herein shall run with the Property described in Exhibit "A."
6. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the CITY:

Public Works Director
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.

8. CHANGES TO FORM AGREEMENT. CITY 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. 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. CITY 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." CITY 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 CITY.

[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 CITY, signing by and through its Mayor and City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida
Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Mayor
_____ day of _____, 20__

By _____
Assistant County Attorney
_____ day of _____, 20__

CITY

WITNESSES:

Print Name

Print Name

ATTEST:

City Clerk

_____ day of _____, 20____

APPROVED AS TO FORM:

By _____

City Attorney

CITY OF FORT LAUDERDALE

By _____

Mayor-Commissioner

_____ day of _____, 20____

By _____

City Manager

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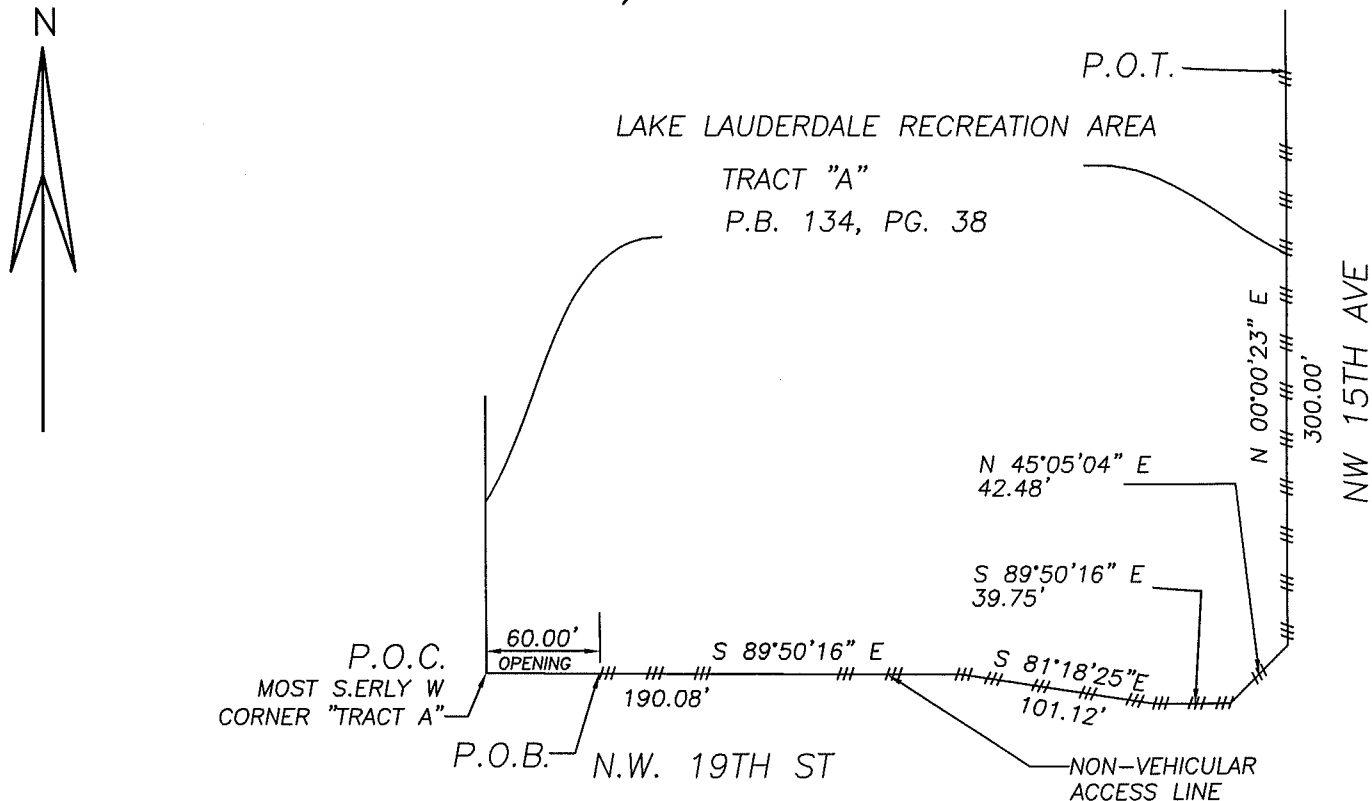
EXHIBIT "A"

(Legal Description of Property Owned by CITY in fee Simple)

Tract "A" of LAKE LAUDERDALE RECREATION AREA according to the plat thereof as recorded in Plat Book 134, Page 38 of the Public Records of Broward County, Florida.

EXHIBIT "B"
SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY (LEGAL DESCRIPTION OF OLD NON-VEHICULAR ACCESS LINE, OR PART THEREOF)



DESCRIPTION: OLD NON-VEHICULAR ACCESS LINE


A PORTION OF THE BOUNDARY OF TRACT "A", "LAKE LAUDERDALE RECREATION AREA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 134, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

COMMENCING AT THE MOST SOUTHERLY WEST CORNER OF SAID TRACT "A"; THENCE SOUTH 89°50'16" EAST, ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 190.08 FEET; THENCE SOUTH 81°18'25" EAST A DISTANCE OF 101.12 FEET; THENCE SOUTH 89°50'16" EAST A DISTANCE OF 39.75 FEET; THENCE NORTH 45°05'04" EAST A DISTANCE OF 42.48 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SOUTHERLY BOUNDARIES OF SAID TRACT "A"; THENCE NORTH 00°00'23" EAST ALONG AN EAST LINE OF SAID TRACT "A", A DISTANCE OF 300.00 FEET TO THE POINT OF TERMINATION OF THIS DESCRIBED LINE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

P.O.T. DENOTES POINT OF TERMINATION
P.O.B. DENOTES POINT OF BEGINNING
P.O.C. DENOTES POINT OF COMMENCEMENT
P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE

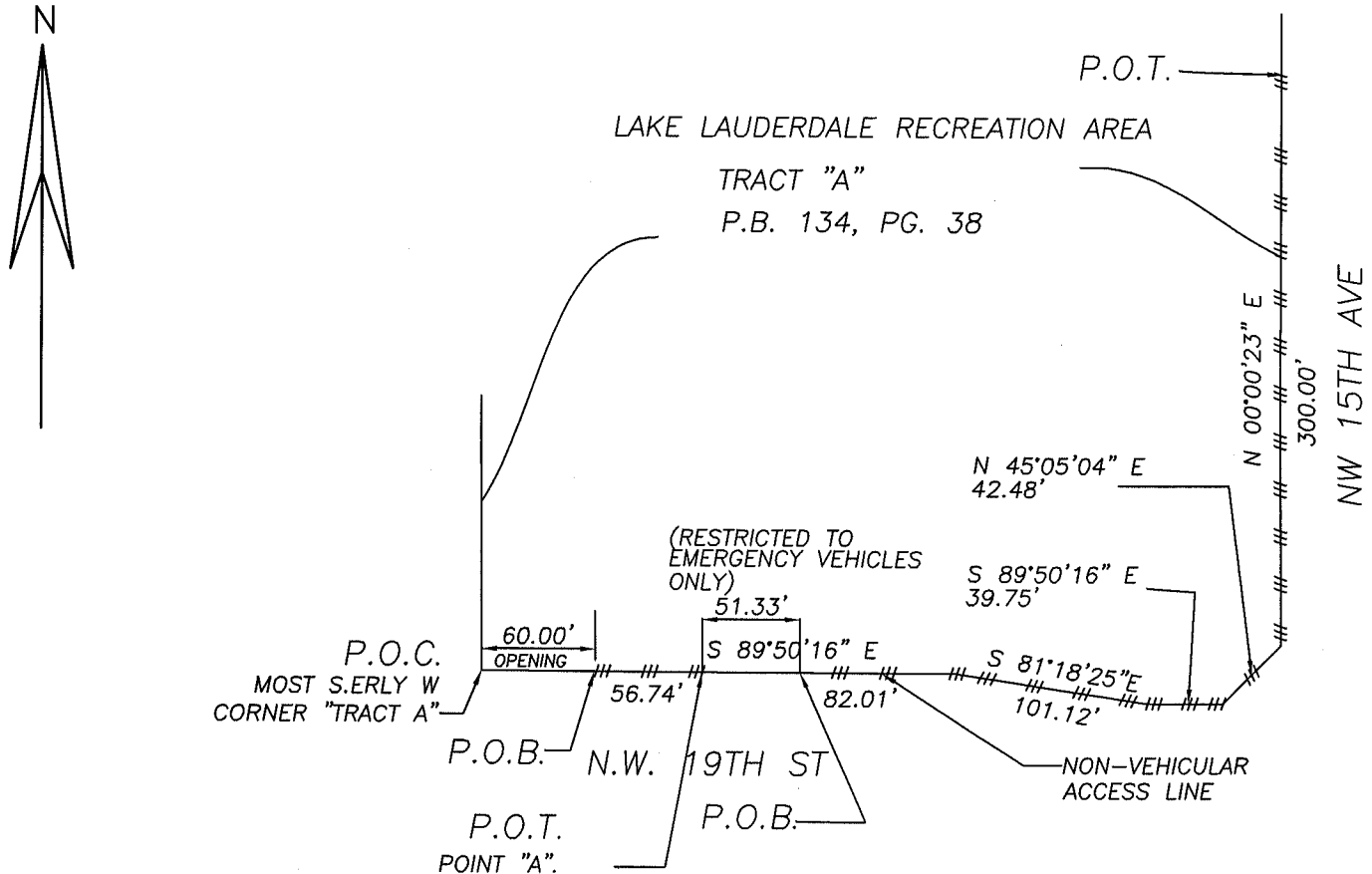
NOT VALID UNLESS SIGNED AND SEALED
WITH A RAISED SURVEYOR'S SEAL


ANTHONY R. IRVINE
PROFESSIONAL SURVEYOR AND MAPPER NO.4420
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
LAKE LAUDERDALE RECREATION AREA		
P.B. 134, PG. 34		
BROWARD COUNTY RECORDS		
BY: T.I.	ENGINEERING	DATE: 11/10/11
CHK'D KTC	DIVISION	SCALE: 1"=100'

EXHIBIT "C"
SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY (LEGAL DESCRIPTION OF NEW NON-VEHICULAR ACCESS LINE)



DESCRIPTION: NEW NON-VEHICULAR ACCESS LINE

A PORTION OF THE BOUNDARY OF TRACT "A", "LAKE LAUDERDALE RECREATION AREA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 134, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

COMMENCING AT THE MOST SOUTHERLY WEST CORNER OF SAID TRACT "A"; THENCE SOUTH 89°50'16" EAST, ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 56.74 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A", SAID POINT BEING A POINT OF TERMINATION;

TOGETHER WITH:

COMMENCING AT SAID POINT "A"; THENCE SOUTH 89°50'16" EAST, ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 51.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 82.01 FEET; THENCE SOUTH 81°18'25" EAST A DISTANCE OF 101.12 FEET; THENCE SOUTH 89°50'16" EAST A DISTANCE OF 39.75 FEET; THENCE NORTH 45°05'04" EAST A DISTANCE OF 42.48 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SOUTHERLY BOUNDARIES OF SAID TRACT "A"; THENCE NORTH 00°00'23" EAST ALONG AN EAST LINE OF SAID TRACT "A", A DISTANCE OF 300.00 FEET TO THE POINT OF TERMINATION OF THIS DESCRIBED LINE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

P.O.T. DENOTES POINT OF TERMINATION
P.O.B. DENOTES POINT OF BEGINNING
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P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE

NOT VALID UNLESS SIGNED AND SEALED
WITH A RAISED SURVEYOR'S SEAL.

ANTHONY R. IRVINE
PROFESSIONAL SURVEYOR AND MAPPER NO.4420
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
LAKE LAUDERDALE RECREATION AREA		
P.B. 134, PG. 38		
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BY: T.I.	ENGINEERING	DATE: 11/10/11
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