

**DOCUMENT ROUTING FORM**

P(5) ✓ 4/30/13 (D)

NAME OF DOCUMENT: BROWARD COUNTY-NOTE ON PLAT AMENDMENT-FIRE STATION 46

Approved Comm. Mtg. on April 2, 2013 CAR# 13-0448

ITEM:  M - 5  PH -       O -       CR -       R -     

Processed  
Signed  
8/29/13

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER     

Also attached:  copy of CAR  copy of document  ACM Form  #      originals

By: ksa forwarded to: Frank Snedaker  
Initials

1.) Approved as to Content: Hardeep Arand  
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by D'Wayne Spence Date: 7.28.13  
Finance Director ans

Amount Required by Contract/Agreement \$ 200 Dept./Div.     

FUNDING SOURCE: Index/Sub-object      Project #     

3.) City Attorney's Office: Approved as to Form # 5 Originals to City Mgr. By: ksa

Harry A. Stewart      Cole Copertino      Robert B. Dunckel       
Ginger Wald      D'Wayne Spence      Paul G. Bangel       
Carrie Sarver      DJ Williams-Persad     

4.) Approved as to content: Assistant City Manager:  
By:      Stanley Hawthorne, Assistant City Manager  
By:      Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # 5 originals to Mayor.

6.) Mayor: Please sign as indicated and forward # 5 originals to Clerk.

7.) To City Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: retains one COPY and forwards 5 original documents to Frank Snedaker  
 Copy of document to       Original Route form to D'Wayne Spence  
 Attach      certified copies of Reso. #       Fill-in date

4/29

Handwritten text, possibly a signature or name, located in the upper center of the page.

*Plat Book 134, Pg 38*

Return recorded copy to: *Plat Rel*

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

Document prepared by:

D'Wayne M. Spence  
Assistant 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.**

*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

CITY OF FORT LAUDERDALE, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the LAKE LAUDERDALE RECREATION AREA PLAT, Plat No./Clerk's File No. 053-MP-86, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on JANUARY 20, 1987; 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 DECEMBER 13, 2011;

CAF#358  
Rev. 10/28/09

1

Approved BCC 12/13/11, #44  
Submitted By PERD  
RETURN TO DOCUMENT CONTROL

11

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.
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  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

For the DEVELOPER:

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

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 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. 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]

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 13 day of December, 2011, and DEVELOPER, signing by and through its Mayor and City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

[Signature]  
for County Administrator, as Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By [Signature]  
Mayor  
11th day of June, 2013



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 [Signature]  
Assistant County Attorney  
**John E. Nacario III**  
16 day of May, 2013

DEVELOPER  
CITY OF FORT LAUDERDALE, FLORIDA

WITNESSES:

Amr Ali  
H. Soudani

CITY OF FORT LAUDERDALE

By [Signature]  
Mayor

By [Signature] For L. FELDMAN  
City Manager

24 day of April, 2013

THIS IS NOT AN OFFICIAL COPY

ATTEST:  
Jonda K. Joseph  
City Clerk  
29 day of APRIL, 2013

APPROVED AS TO FORM:

By [Signature]  
Assistant City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All of the Lake Lauderdale Recreation Area Plat as recorded in Plat Book 134, Page 38 of the public records of Broward County, Florida.

THIS IS NOT AN  
OFFICIAL COPY



**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:

This plat is restricted to a park and recreation area.

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:

Tract A-1 (see attached legal description) is restricted to an active park and recreation area and Tract A-2 (see attached legal description) is restricted to a 10,500 square foot of fire station. The balance of the plat is restricted to park and recreation use.

**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 DECEMBER 13 2016, 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 DECEMBER 13, 2016, 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.

- 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.

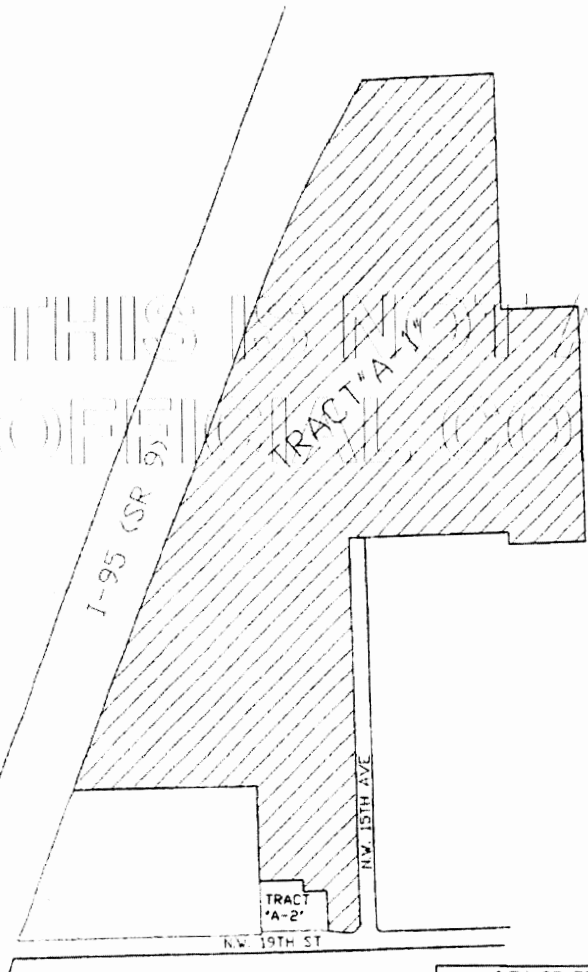
# SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY

TRACT "A-1"



THIS IS NOT A SURVEY  
COPY



CITY OF FORT LAUDERDALE		
SKETCH AND DESCRIPTION		
TRACT "A-1"		
FIRE STATION 46		
BY: CH	ENGINEERING	DATE: 3/14/13
CHK'D MD	DIVISION	SCALE: NTS

PAGE 1 OF 3

## SKETCH AND DESCRIPTION

### TRACT "A-1"

DESCRIPTION: TRACT A-1

A PORTION 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, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID "TRACT A"; THENCE SOUTH 88°46'54" WEST ALONG THE SOUTH LINE OF SAID "TRACT A" AND THE BASIS OF BEARINGS FOR THIS DESCRIPTION, A DISTANCE OF 39.75 FEET; THENCE NORTH 82°41'15" WEST A DISTANCE OF 64.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 82°41'15" WEST, ALONG THE SOUTH LINE OF "TRACT A-2", A DISTANCE OF 136.27 FEET; THENCE SOUTH 88°46'54" WEST, ALONG THE SOUTH LINE OF "TRACT A-2", A DISTANCE OF 250.00 FEET; THENCE NORTH 01°30'34" WEST A DISTANCE OF 215.67 FEET; THENCE NORTH 88°29'26" EAST ALONG THE NORTH LINE OF SAID "TRACT A-2" A DISTANCE OF 186.67 FEET; THENCE SOUTH 01°30'34" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 88°29'26" EAST, A DISTANCE OF 99.17 FEET; THENCE SOUTH 01°30'34" EAST, A DISTANCE OF 172.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 3477266.23 SQUARE FEET OR 79.83 ACRES, MORE OR LESS.

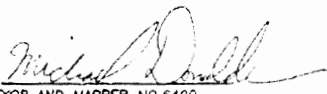
NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT A-2 BEING S 88°46'54" W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF ANY.
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

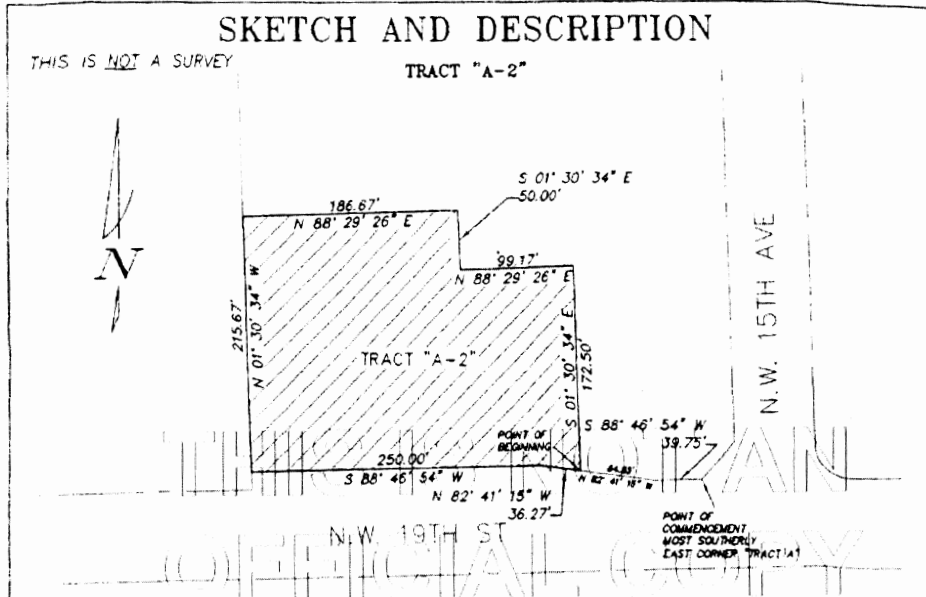
DATED: MARCH 14TH, 2013

MICHAEL DONALDSON  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
STATE OF FLORIDA



CITY OF FORT LAUDERDALE		
SKETCH AND DESCRIPTION		
TRACT "A-2"		
FIRE STATION 46		
BY: CH	ENGINEERING	DATE: 3/14/13
CHK'D: MD	DIVISION	SCALE: N.T.S.

PAGE 2 OF 3



**DESCRIPTION: TRACT A-2**

A PORTION 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, COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID "TRACT A"; THENCE SOUTH 88°46'54" WEST ALONG THE SOUTH LINE OF SAID "TRACT A" AND THE BASIS OF BEARINGS FOR THIS DESCRIPTION, A DISTANCE OF 39.75 FEET; THENCE NORTH 82°41'15" WEST A DISTANCE OF 64.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 82°41'15" WEST, ALONG THE SOUTH LINE OF "TRACT A-2", A DISTANCE OF 36.27 FEET; THENCE SOUTH 88°46'54" WEST, ALONG THE SOUTH LINE OF TRACT "A-2", A DISTANCE OF 250.00 FEET; THENCE NORTH 01°30'34" WEST A DISTANCE OF 215.67 FEET; THENCE NORTH 88°29'26" EAST ALONG THE NORTH LINE OF SAID "TRACT A-2" A DISTANCE OF 186.67 FEET; THENCE SOUTH 01°30'34" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 88°29'26" EAST A DISTANCE OF 99.17 FEET; THENCE SOUTH 01°30'34" EAST A DISTANCE OF 172.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 56991.45 SQUARE FEET OR 1.31 ACRES, MORE OR LESS.

**NOTES:**

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT A-1 BEING S 88°46'54" W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: MARCH 14TH, 2013

MICHAEL DONALDSON *Michael Donaldson*  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
 STATE OF FLORIDA

CITY OF FORT LAUDERDALE	
SKETCH AND DESCRIPTION	
TRACT "A-2"	
FIRE STATION 46	
BY: CH	ENGINEERING DATE 3/14/13
CHK'D MD	DIVISION
SCALE: 1"=100'	
PAGE 3 OF 3	

