

Return recorded copy to:

PLAT REL

Plat Book 127, Page 18

Planning and Development Management Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

Document prepared by:
Debbie M. Orshefsky, Esq.
515 East Las Olas Blvd. Suite 1200
Fort Lauderdale, FL 33301

**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

LeParc at Lauderhill LLC, its successors and assigns, hereinafter referred to as "DEVELOPER,"

WHEREAS, DEVELOPER is the owner of Tract 1 within the AT&T No.1 Plat, recorded at Plat Book 127, Page 18, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on April 15, 1986; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and owned by

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 May 5, 2020;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

CAF#358
Rev. 02/06/2020

1

Approved Dec 5/5/2020 #31
Submitted By Planning & Development
RETURN TO DOCUMENT CONTROL

10

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 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 Planning and Development Management Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

For the DEVELOPER:

Le Parc at Lauderhill LLC
Attn: Vivian Dimond
2665 S. Bayshore Drive, Suite M-102
Miami, FL 33133

5. RECORDATION: RUNS WITH THE LAND. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. This Agreement, including the benefits and obligations contained herein, shall run with the land and be binding on and inure to the benefit of DEVELOPER and its grantees, successors, heirs, and assigns holding title to, or otherwise having an ownership interest in, all or a portion of 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.

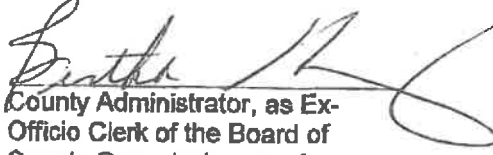
7. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the 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.
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.
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. 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]

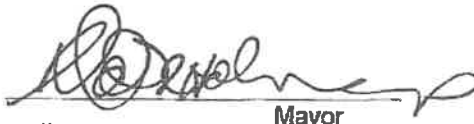
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 5th day of May, 2020, and DEVELOPER, signing by and through its ~~Managing Member~~ duly authorized to execute same.

COUNTY

ATTEST:


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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor
14th day of October, 2020



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

Digitally signed by Deanna
Kalil
By Deanna Kalil
Assistant County Attorney
Date: 2020.07.07 11:48:23
-04'00'

7 day of July, 2020

DEVELOPER-INDIVIDUAL

Witnesses:

(Signature) [Signature]
 Print name: ANA ALAM

(Signature) [Signature]
 Print name: Maria Gonzalez

Vivian Z. Diamond
 Name of Developer (Individual)

(Signature) [Signature]
 Print name: Vivian Z. Diamond

Print address: 2665 South Belphe DR.
Suite M 104, Miami, Fla, 33133
1 day of June, 2020

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF Florida)
) SS
 COUNTY OF Miami)
Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of June, 2020 by Vivian Z. Diamond. He/She is ☒ personally known to me, or ☐ produced identification. Type of identification produced _____.

(Seal)

(Signature) [Signature]

Printed Name: Maria Gonzalez
 Notary Title/Rank: _____
 Notary Serial Number, if any: 56096572



DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

[Signature]
 (Signature)

Print name: ANA ALAM

[Signature]
 (Signature)

Print name: Maria Gonzalez

Le Parc at Lauderdale LLC
 Name of Developer (corporation/partnership)

By [Signature]
 (Signature)

Print name: VIVIAN Z. DIMONDTitle: managing member

Address: 2665 South Bayshore DR.
Suite M104 Miami, Florida 33133
1 day of June, 2020

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS
 COUNTY OF Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of June, 2020 by Vivian Z. Dimond, the _____, a _____, on behalf of the _____. He/She is ☒ personally known to me, or ☐ produced identification. Type of identification produced _____.

(Seal)

[Signature]
 (Signature)

Printed Name: Maria Gonzalez

Notary Title/Rank: _____

Notary Serial Number, if any: 66096572

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.

Witnesses (if partnership):

Susan A Billinger
(Signature)
Print name: Susan A Billinger
Michael J Talma
(Signature)
Print name: Michael Talma

SYNOVUS
Name of Mortgagee (corporation/partnership)
By [Signature]
(Signature)
Print name: Rick Ortiz
Title: Senior Vice President
Address: 2500 West Rd
Norston, FL 33331
8th day of June, 2020

ATTEST (if corporation):

(Secretary Signature)

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of JUNE, 2020, by Rick Ortiz, the Sr. Vice Pres, on behalf of the Synovus. He/She is ☒ personally known to me, or ☐ produced identification. Type of identification produced _____

(Seal)

Susan A Billinger
(Signature)
Printed Name: Susan A. Billinger
Notary Title/Rank: NOTARY PUBLIC
Notary Serial Number, if any: Comm# GG284995
STATE OF FLORIDA
Expires 1/5/2023

EXHIBIT "A"

Tract 1 of A.T.&T. No. 1 according to the Plat thereof recorded in Plat Book 127, Page 18 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:

This plat is restricted to 66,408 square feet of telecommunications equipment center. Commercial/Retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these issues for increased impact.

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

This Plat is restricted to 144 garden apartments, 186 mid-rise units and 2,870 square feet of daycare use on Tract 1; the remainder of the plat is restricted to 66,408 square feet of telecommunications equipment center.

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 May 5, 2025, 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 May 5, 2025, 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.**

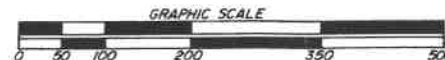
Any structure within this Plat shall comply with Section 2(1)(f), Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

SHEET 1 OF 1

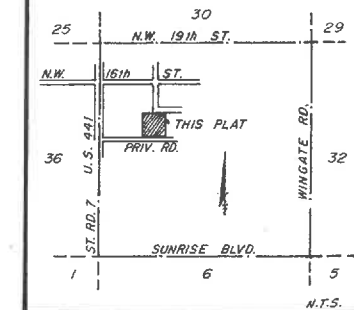
PREPARED IN THE OFFICES OF:
STROCK ENGINEERING ASSOCIATES INC.
DEERFIELD BEACH
835 S.E. 8th AVE., (PALM PLAZA)
DEERFIELD BEACH, FL. 33441

A.T. & T. NO. 1
A PORTION OF SECTION 31,
TOWNSHIP 49 SOUTH, RANGE 42 EAST,
CITY OF LAUDERHILL, BROWARD COUNTY, FLORIDA.

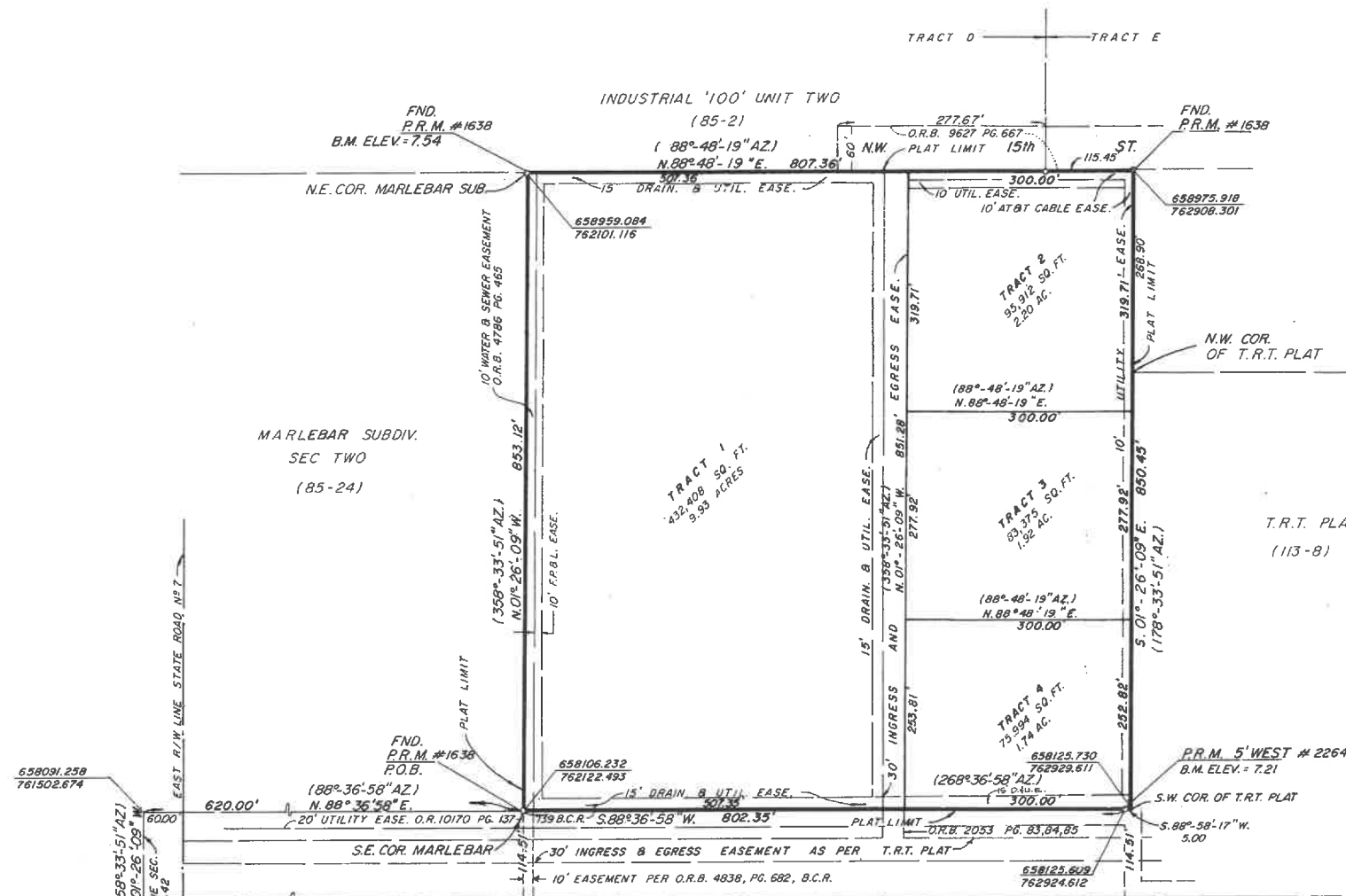
AUGUST 1985



SCALE 1"=100'



LOCATION MAP
OF SECTION 31, TWP. 49 S. RGE. 42 E.



LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF EACH OF: GOVERNMENT LOT 2, GOVERNMENT LOT 3; THE SE 1/4 OF THE NW 1/4; AND THE NW 1/4 OF THE SW 1/4; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF SAID SECTION 31; THENCE RUN N 1°04'50"W 2416.25 FEET ALONG THE WEST LINE OF SAID SECTION 31 TO A POINT; THENCE RUN N 88°58'17"E 620 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 3 TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE RUN N 1°04'50"W 853.12 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 31 TO A POINT; THENCE RUN N 89°09'38"E 807.36 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 2 TO A POINT; THENCE RUN S 1°04'50"E 850.45 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 31 TO A POINT; THENCE RUN S 88°58'17"W 807.35 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 3 TO THE POINT OF BEGINNING; CONTAINING 15.79 ACRES MORE OR LESS.

NOTES:

1. P.R.M. INDICATES PERMANENT REFERENCE MONUMENT.
2. B.M. REF. NGVD 1929
3. THE UTILITY EASEMENTS ARE RESERVED FOR PUBLIC UTILITIES.
4. P.O.B. INDICATES POINT OF BEGINNING.
5. P.O.C. INDICATES POINT OF COMMENCEMENT.
6. O INDICATES P.R.M.
7. B.M. INDICATES BENCH MARK.
8. D.U.E. INDICATES DRAINAGE AND UTILITY EASEMENT.
9. THIS PLAT RESTRICTED TO 5,200 SQ. FT. OF INDUSTRIAL USE, COMMERCIAL/RETAIL USES ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.

CITY COUNCIL

STATE OF FLORIDA)
COUNTY OF BROWARD) SS
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF LAUDERHILL, FLORIDA, IN AND BY ORDINANCE DULY ADOPTED BY SAID CITY COUNCIL THIS 13 DAY OF JAN., 1986. IN WITNESS WHEREOF: THE SAID CITY COUNCIL HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CITY CLERK.

SIGNED: *[Signature]* MAYOR
ATTESTED: *[Signature]* CITY CLERK

CITY ENGINEER'S APPROVAL

THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 24 DAY OF JAN., 1986
BY: *[Signature]* FLORIDA P.E. REG. NO. 21354

DEDICATION

STATE OF GEORGIA)
COUNTY OF FULTON) SS

KNOW ALL MEN BY THESE PRESENTS: THAT AMERICAN TELEPHONE AND TELEGRAPH COMPANY, A NEW YORK CORPORATION, BY AND THROUGH A.T.&T. COMMUNICATIONS, INC., ITS DESIGNATED AGENT, OWNER OF THE LANDS DESCRIBED AND SHOWN AS INCLUDED IN THIS PLAT, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "A.T. & T. NO. 1" ALL EASEMENTS ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: I HERETO SET MY HAND AND AFFIX THE CORPORATE SEAL IN CITY OF ATLANTA, COUNTY OF FULTON, STATE OF GEORGIA THIS 17 DAY OF January, 1986.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

BY: A.T. & T. COMMUNICATIONS, INC.
WITNESS: *[Signature]* OFFICER: *[Signature]*

WITNESS: *[Signature]*

WITNESS: *[Signature]* TITLE: Vice President

WITNESS: *[Signature]*

ACKNOWLEDGEMENT

STATE OF GEORGIA)
COUNTY OF FULTON) SS
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED BY LAW TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS.

[Signature]
OF A.T. & T. COMMUNICATIONS, INC.
TO ME WELL KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND TO ME WELL KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR USES AND PURPOSES THEREIN EXPRESSED.

WITNESS: MY HAND AND OFFICIAL SEAL IN THE CITY OF ATLANTA, COUNTY OF FULTON, STATE OF GEORGIA THIS 17 DAY OF January, 1986.

MY COMMISSION EXPIRES THE 3 DAY OF September, 1991

[Signature]
NOTARY PUBLIC
STATE OF GEORGIA

BROWARD COUNTY FINANCE AND
ADMINISTRATIVE SERVICES DEPARTMENT
COUNTY RECORDS DIVISION - RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 15th DAY OF May, 1986, AND RECORDED IN PLAT BOOK 127, PAGE 18, RECORD VERIFIED.

ATTEST: F. T. JOHNSON
COUNTY ADMINISTRATOR

BY: *[Signature]* DEPUTY

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 COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 15 DAY OF APRIL, 1986.

ATTEST: F. T. JOHNSON
COUNTY ADMINISTRATOR

BY: *[Signature]* DEPUTY

BY: *[Signature]* CHAIRMAN-COUNTY COMMISSION

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD

BY: *[Signature]* 5-13-86
HENRY P. COOK
DIRECTOR
FLA. P.E. REG. NO. 12506

BY: *[Signature]* 4-30-86
ROBERT L. THOMPSON
PROFESSIONAL LAND SURVEYOR
NO. 3869, STATE OF FLORIDA

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO RIGHT-OF-WAY FOR TRAFFICWAYS BY RESOLUTION.

ADOPTED THIS 24th DAY OF January, A.D. 1986.

[Signature] 4/1/86

10. COORDINATES, AZIMUTHS AND BEARINGS SHOWN ARE REFERENCED TO STONER-KIETH RESURVEY RECORDED IN MISC. MAP BOOK 3 AT PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY: THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND (P.R.M.'S) PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW, AND FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES, AS AMENDED AND ORDINANCES OF BROWARD COUNTY, FLORIDA.

STROCK ENGINEERING ASSOCIATES, INC. DEERFIELD BEACH

[Signature]
JAMES E. NASH
Registered Land Surveyor No. 2264
State of Florida