

PLAT REL

Return recorded copy to:
David G. McGuire
Broward County Highway Construction
& Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

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 THAT RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

AGREEMENT RELATING TO NONVEHICULAR ACCESS LINE

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

_____, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

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

B. Vehicular access to the Property is restricted by virtue of that certain Nonvehicular Access Line that is reflected on the _____ Plat, Plat No./Clerk's File No. _____, hereinafter referred to as the "Plat," recorded in Plat Book _____, Page _____, of the Public Records of Broward County, Florida.

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

D. The Property is not required by Chapter 5, Article IX, of the Broward County Code of Ordinances, the "Land Development Code," to have Nonvehicular Access Lines.

E. Developer desires to modify vehicular access to the Property at locations over and across the existing Nonvehicular Access Line.

F. Developer has applied to County for an amendment to the Nonvehicular Access Line in order to eliminate the platted Nonvehicular Access line described in Exhibit "B."

G. The Land Development Code authorizes County to approve amendments of Nonvehicular Access Lines.

H. Developer has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways.

I. County has no objection to amending the Nonvehicular Access Line and the Board of County Commissioners approved the application to amend the Nonvehicular Access Line, subject to certain conditions, at its meeting on _____, 20____.

J. Developer has complied with all the conditions of approval required by the Land Development Code, including execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.
2. County hereby deletes the Nonvehicular Access Line on the Property reflected on the _____ Plat and described in Exhibit "B" in its entirety.
3. Developer will obtain vehicular access to the Property through driveway openings and connections that are consistent with the new Nonvehicular Access Line described in Exhibit "C."
4. Developer 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. Recordation. This Agreement shall be recorded in the Public Records of Broward County at Developer's expense, and the Nonvehicular Access Line created and described in Exhibit "C" and Developer's obligations set forth herein will run with the Property described in Exhibit "A."
6. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, Florida 33324
Email address: _____

For Developer:

Email address: _____

7. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
8. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements whether oral or written.

9. 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.
10. 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.
11. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
12. Exhibits; Priority of Provisions. 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 will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
13. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.
14. 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 will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
15. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
16. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
17. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

IN WITNESS WHEREOF, the Parties hereto 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 Developer, signing by and through its _____, 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

By _____
Mayor

_____ day of _____, 20__

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 _____
Assistant County Attorney

(Signature)

_____ day of _____, 20__

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 will be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Name of Mortgagee (corporation/partnership)

(Signature)
Print name: _____

By _____
(Signature)
Print name: _____

(Signature)
Print name: _____

Title: _____
Address: _____

____ 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 by means of physical presence or online notarization 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"
LEGAL DESCRIPTION

EXHIBIT "B"

(Legal Description of Old Nonvehicular
Access Line, or Part Thereof)