

# 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.**

## **AMENDMENT 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"; or, if applicable, that is reflected on a previous Amendment to Nonvehicular Access Line approved by County on \_\_\_\_\_, \_\_\_\_\_.

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

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

E. Chapter 5, Article IX, of the Broward County Code of Ordinances, the "Land Development Code," authorizes County to approve amendments of Nonvehicular Access Lines.

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

G. County has no objection to amending the Nonvehicular Access Line and on \_\_\_\_\_, 20\_\_\_\_, the Board of County Commissioners approved Developer's application 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.

H. 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 amends the Nonvehicular Access Line on the Property described in Exhibit "B" and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line described in Exhibit "C."
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.

[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 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\_\_











**EXHIBIT "A"**

(Legal Description of Property)

**EXHIBIT "B"**

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

**EXHIBIT "C"**

(Legal Description of New  
Nonvehicular Access Line)