

Return recorded document to:

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

Document prepared by:
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200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

**SECOND AMENDMENT TO
REGIONAL ROAD CONCURRENCY AGREEMENT
RELATING TO THE DUKE PEMBROKE A PLAT (014-MP-07)**

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

AND

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, its successors and assigns, hereinafter referred to as "DEVELOPER,"

AND

The City of Pembroke Pines, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, on November 6, 2007, COUNTY approved the Duke Pembroke A Plat (014-MP-07), hereinafter referred to as "PLAT," more particularly described in Exhibit A attached hereto and made a part hereof, subject to a Regional Road Concurrency Agreement relating to the Duke Pembroke A Plat and recorded in Official Records Book 44843, Page 840 of the Public Records of Broward County, Florida ("Agreement"); and an Amendment to the Regional Road Concurrency Agreement relating to the Duke Pembroke A Plat was executed and recorded at Official Records Book 46189 at Page 1994 of the Public Records of Broward County, Florida ("First Amendment") (collectively the "Amended Agreement"); and

WHEREAS, said Amended Agreement required DEVELOPER to secure the payment of the Transit Concurrency Fees; and

WHEREAS, the County no longer requires security for the payment of Transit Concurrency Fees, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Paragraph 4 of the Amended Agreement is hereby amended to read as follows:
 4. COUNTY finds that by executing and complying with the terms of this Amended Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY. Nothing in this Amended Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
3. Paragraph 5 of the Amended Agreement is hereby amended to read as follows:
 5. CITY agrees not to issue a certificate of occupancy for any development within the PLAT until CITY receives confirmation from COUNTY that the payment required pursuant to Section 2(a) has been received by COUNTY. DEVELOPER, its successors and assigns, agree that in the event of a default of this Agreement, DEVELOPER, its successors and assigns agree that no building permits, certificates of occupancy, or any other development permits shall be obtained within the boundaries of the PLAT, until such time that the COUNTY notifies the local government that the default has been resolved.
4. Paragraph 6 of the Amended Agreement is hereby amended to read as follows:
 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, Planning and Development Management Division
of Broward County
1 N. University Drive, Suite 102A
Plantation, FL 33324

AND

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

For the DEVELOPER: DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership
5323 Millenia Blvd., Suite 220
Orlando, FL 32839

For the CITY: Charles Dodge
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33025

5. Paragraph 16 of the Amended Agreement, as provided in the First Amendment, is hereby amended to delete Section 16 as follows:

~~16. SECURITY.~~

- (a) ~~DEVELOPER shall provide to COUNTY, contemporaneously with this Amendment, a Surety Bond, attached hereto as Exhibit "B" in the amount of \$426,080.00 in a form acceptable to the COUNTY, which represents the DEVELOPER's currently estimated Transit Concurrence Assessment.~~
- (b) ~~COUNTY agrees to release said security upon the satisfaction of the Transit Concurrence Assessment and upon the payment of any required security release fees. COUNTY further agrees that DEVELOPER shall be entitled to a partial release of said security upon any partial payment contemplated herein.~~

6. RECORDATION. This Second Amendment to Agreement shall be recorded in the Public Records of Broward County, Florida, at DEVELOPER's expense. The benefits and obligations contained in this Second Amendment to Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.

7. Except as amended herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.
8. In the event of any conflict or ambiguity by and among the terms and provisions of this Second Amendment and the Agreement and First Amendment, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to 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 _____, 2017, CITY OF PEMBROKE PINES, signing by and through its Mayor and City Manager, duly authorized to execute same, and DEVELOPER, signing by and through its Authorized Representative 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 _____, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Maite Azcoitia
Deputy County Attorney

18 day of May, 2017

By [Signature]
Ben D. Crego
Assistant County Attorney

18 day of May, 2017

CITY

WITNESSES:

CITY OF PEMBROKE PINES

Kamen Richards
(Signature)

Print name: Kamen Richards

Martha Skiles
(Signature)

Print name: Martha Skiles

By: [Signature]
(Signature)
Print name: Fred C. DeTie
Title: Mayor

28 day of February, 2017

ATTEST:

[Signature]

Name MARLENE D. GRAHAM
City Clerk 3/1/17

By: Charles F. Dodge
(Signature)

Print Name Charles F. Dodge
City Manager

28 day of February, 2017



APPROVED AS TO FORM:

By: [Signature]
City Attorney

JOINDER BY PEMBROKE 145 OFFICE, LLC

PEMBROKE 145 OFFICE, LLC , a Delaware limited liability company, hereby joins in that certain SECOND AMENDMENT TO REGIONAL ROAD CONCURRENCY AGREEMENT RELATING TO THE DUKE PEMBROKE A PLAT (014-MP-07) to which this Joinder is attached (the "Amendment"), as contract purchaser of a portion of the PLAT that is the subject of the attached Amendment, and further acknowledges and agrees that the terms and conditions of the Amendment are agreed to and incorporated into the Original Agreement (as defined in the Amendment), and the Original Agreement as amended thereby.

Agreed to and acknowledged as of the 14 day of March, 2017.

WITNESSES:

PEMBROKE 145 OFFICE, LLC,
a Delaware limited liability company

BY: TG PEMBROKE, LLC,
a Georgia limited liability company,
Its Sole Member

Print Name JON BREE

By: J. Bradford Smith, Manager

Print Name Barrison McMillan

STATE OF GEORGIA)
)
COUNTY OF COBB)

Before me, this 14 day of March, 2017 appeared J. Bradford Smith as Manager of TG PEMBROKE, LLC, a Georgia limited liability company, sole member of PEMBROKE 145 OFFICE, LLC, a Delaware limited liability company, who is personally known to me or provided his driver's license as identification.

Jacqueline Marie Denier
Notary Public
(seal)

My commission expires



EXHIBIT "A"

LEGAL DESCRIPTION

Duke Pembroke A Plat, recorded in Plat Book 178, Page 142 of the Public Records of Broward County, Florida.