

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPER'S AGREEMENT ("Agreement") made and entered into this ___ day of _____, 2015 by the CITY OF SUNRISE, a municipal corporation, hereinafter referred to as "City", and R&R Sunrise Land, LLC, a Florida limited liability company referred to as "Developer".

WITNESSETH:

Whereas, a Developer's Agreement was entered into between parties on April 9, 2013; and

Whereas, the Developer has purchased and is the owner of the real property which is located in the City of Sunrise, Broward County, Florida and which is described more fully in the legal description attached as **Exhibit "A"** of this Agreement (hereinafter referred to as the "Property"); and

Whereas, the Property is located within the "Western Sunrise Automobile Node" identified on the City of Sunrise Zoning Map, and is subject to regulations in subsection 16-82(c) of the City of Sunrise Land Development; and

Whereas, subsection 16-82(c) of the City of Sunrise Land Development Code provides that prior to approval of a site plan, the developer or owner may submit a developer's agreement with proposed supplemental regulations for the Western Sunrise Automobile Node, identifying each provision of the proposed supplemental regulations that is in conflict with the Land Development Code; and

Whereas, supplemental regulations approved by the City Commission shall supersede all other Land Development Code provisions regulating the Western Sunrise Automobile Node to the extent of any conflict; and

Whereas, the City Commission approved the site plan on September 23, 2013 in compliance with the Developer's Agreement and City of Sunrise Land Development Code; and

Whereas, the Developer has paid \$100,000 to the City of Sunrise for purpose of roadway and streetscape improvements at the Sunrise Boulevard entrance to the Sawgrass Corporate Park; and

Whereas, Developer has received a certificate of occupancy for the constructed improvements on the Property consisting of a new car dealership building, a parking garage and offices for the corporate headquarters of Rick Case Automotive Group, as specifically delineated in the approved site plan; and

Whereas, the Developer has relocated the corporate headquarters of the Rick Case Automotive Group to the Property; and

Whereas, the parties desire to amend the Developer’s Agreement to allow Developer to construct one additional monument sign along Sunrise Boulevard, as delineated on the Conceptual Revised Site Plan and Conceptual Signage Detail, which are attached hereto, and incorporated herein by reference as **Exhibit “B”**; and

Whereas, the Developer intends to apply to the City for approval of a Revised Site Plan that is consistent with the Conceptual Revision to the Site Plan and Conceptual Signage Detail (“**Exhibit B**”); and

Whereas, City Staff has the authority to approve or deny the Revised Site Plan consistent with subsection 16-32(b) of the Land Development Code; and

Whereas, except as otherwise expressly set forth herein, it is the intent of the parties hereto to make this Agreement binding upon themselves, and the successors and assigns of any of the foregoing, including, but not limited to, any and all subsequent owners of all or any portion of the above-referenced Property;

NOW THEREFORE, based upon the good and valuable considerations and undertakings here described and each to the other delivered, and the payment by each party to the other of \$10.00, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Agreement.

2. Amendment to Developer’s Agreement. The following section is amended as shown below.

6. SIGNAGE

The Developer agrees to comply with all requirements of Article XIV “Signs” of the Land Development Code.

Wall signage shall be permitted only for display of three (3) dealership wall signs.

One (1) additional monument sign shall be permitted to be located adjacent to Sunrise Boulevard in the vicinity of the Property entrance. The additional monument sign shall not exceed fourteen and a half (14.5) feet in height and shall have a minimum mounted base equal to or greater than 55-percent of the length of the sign face. The setback for the sign shall be no less than ten (10) feet from the right-of-way. This monument sign shall be above those permitted by Article XIV “Signs” of the Land Development Code.

3. The effective date of this First Amendment is ____, 2015.

4. Except as modified herein, all remaining terms and conditions of the original Developer's Agreement shall remain in full force and effect.

IN WITNESS WEHEREOF, the parties have executed this First Amendment on the dates indicated below:

R&R Sunrise Land, LLC

By: _____
Richard Case, Manager

Date: _____

Witness

Printed Name of Witness

Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Richard Case, Manager of R&R Sunrise Land, LLC, a Florida limited liability company.

FLORIDA

Personally Known _____ OR
Produced Identification _____

Type Identification

Sign _____
Print _____
My Commission expires: _____

CITY OF SUNRISE

By _____
Michael J. Ryan, Mayor

Attest:

Date: _____

Felicia Bravo, City Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

This foregoing instrument was acknowledged before me this ___ day of _____, 2015
by Michael J. Ryan, as Mayor and Felicia Bravo as City Clerk of the City of Sunrise, Florida.

Personally known _____ OR
Produced Identification _____

NOTARY PUBLIC-STATE OF FLORIDA

Sign _____

Print _____

EXHIBITS

<TO BE ATTACHED>

Exhibit A - Legal Description

Exhibit B - Conceptual Revised Site Plan and Conceptual Signage Detail