



RECEIVED
OFFICE OF CITY ATTY
CITY OF POMPANO BEACH

2022 MAR 15 AM 9:07

Our File Number: 46679-00003
Writer's Direct Dial Number: 954.468.1391
Writer's E-Mail Address: hdavis@gunster.com

March 14, 2022

VIA FEDERAL EXPRESS

James E. Saunders III, Esq.
Assistant City Attorney
City of Pompano Beach
100 W. Atlantic Boulevard, Ste. 467
Pompano Beach, Florida 33060

Re: U-Haul, 790 Southwest 12th Avenue, Pompano Beach, FL

Dear Jim:

Enclosed please find the original Agreement for Unification of Development ("Agreement"), which has been executed by U-Haul Co. of Florida ("U-Haul"), in connection with the above matter. Also enclosed is the Unanimous Written Consent of the Board of U-Haul Co. of Florida authorizing Ms. Davina Bean, Vice President of U-Haul, to sign the Agreement on behalf of U-Haul.

Please let me know when this item will be placed on the City Commission agenda.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

/s/ Heidi Davis Knapik

Heidi Davis Knapik

HDK/kb
Enclosures

AGREEMENT FOR UNIFICATION OF DEVELOPMENT

THIS AGREEMENT FOR UNIFICATION OF DEVELOPMENT (“Unification Agreement”) is entered into this ____ day of _____, 2022 by and between U-HAUL CO OF FLORIDA, a Florida corporation, a subsidiary of U-Haul International, Inc., a Nevada corporation, having a business address of 790-820 S.W. 12th Avenue, Pompano Beach, Florida 33069 (“DEVELOPER”) and the CITY OF POMPANO BEACH, a Florida municipal corporation, having an address of 100 W. Atlantic Boulevard, Pompano Beach, Florida (“City”), collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, DEVELOPER owns real property located at 790-820 S.W. 12th Avenue, Pompano Beach, Florida 33069, legally described and depicted in **Exhibit “A,”** which is attached and incorporated in this Agreement (“Developer’s Property”); and

WHEREAS, the DEVELOPER’s Property consists of a 1.416-acre parcel and a .830-acre parcel separated by SW 10th Avenue and requires unification in order to further develop the Property with a three-story self-storage building and the existing office building as depicted in **Exhibit “B,”** which is attached and incorporated in this Agreement (“Project” or “Development”); and

WHEREAS, the DEVELOPER has volunteered to install a private road on its Property for the direct benefit of the property owner located adjacent to and south of the Developer’s Property (“Private Road”); and

WHEREAS, the City, in light of the Private Road installation, would no longer find a public need or purpose for that portion of SW 10th Avenue that lies between the Developer’s Property and, therefore, would seek its abandonment following an approved inspection of the Private Road and relocation of utility infrastructure lying within SW 10th Avenue.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Incorporation of Whereas Clauses.** The “WHEREAS” clauses of this Agreement are true and correct and are incorporated into and made a part of this Agreement.

2. **Road Improvements.** The DEVELOPER proposes to construct a three-story self-storage and warehouse building located on the subject Property. The Project will consist of a self-storage facility and a warehouse area, along with the existing office building, as depicted in **Exhibit “B.”** There is an existing two-story building on the site which shall remain and shall not be modified as part of this Project.

3. The Developer’s Property is separated by a public right of way (a portion of SW 10th Avenue), which provides vehicular access for the property located adjacent to and south of

Developer's Property ("Neighboring Property"). The Developer needs the City to abandon a portion of SW 10th Avenue in order to unify the Subject Property for the proposed Development.

4. DEVELOPER agrees, following approval of its application and plans, to obtain the requisite permits to construct and install the Private Road. The Private Road will consist of a new 24' wide two-lane roadway along the eastern side of the DEVELOPER's Property from SW 8th Street to the northern boundary line of the Neighboring Property, unless additional footage is needed to connect the Neighboring Property to the Private Road, in which case, the Developer shall extend the roadway. The Private Road and related improvements ("Private Road Improvements") shall be in compliance with industry standards and governmental regulations and approvals. The Private Road Improvements shall generally be consistent with the conceptual representation attached and incorporated to this Agreement as **Exhibit "C."** The Parties agree that the Private Road and Private Road Improvements will be constructed by DEVELOPER, at its sole cost. The DEVELOPER shall provide a perpetual easement, joined by the City, allowing vehicular access to and from SW 8th Street through DEVELOPER's Property to the Neighboring Property using the Private Road (the "Easement"). The Easement shall also provide for maintenance of the Private Road at DEVELOPER's sole cost. The City's joinder shall be for the sole purpose of ensuring that the Easement is not amended or terminated without the City's notice and prior approval. The DEVELOPER shall record the Easement with the Broward County Records Division before issuance of a Zoning Compliance Permit for the Development.

5. In consideration of the installation of the Private Road, and following the City's inspection and approval of the Private Road, the City agrees, following an application from the DEVELOPER, to abandon and vacate SW 10th Avenue lying between the DEVELOPER's Property for the purpose of developing the Project, as illustrated in **Exhibit "C."** Subsequently, the DEVELOPER's Property shall be unified, less the 5' right-of-way dedication required by Chapter 100, City Code.

6. **Specific Restrictions on Development of Project.** The DEVELOPER's actions including demolition, construction and installation shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the effective date of this Agreement. The Parties agree that the Development will be governed in conformance with the following:

a. Access. No actions by the DEVELOPER for its Development or improvements thereon shall interfere, obstruct or hinder vehicular or pedestrian traffic proceeding along SW 8th Street as well as on Andrews Avenue, except for limited time periods for construction or development related activities where the DEVELOPER has provided no less than twenty-four hours prior notice of such construction and has received the City's approval for such activities.

b. Development Approvals. DEVELOPER shall submit the required applications for the Development's approvals in accordance with the City's Land Development Code.

c. Any proposed off-site City utility connections or upgrades and any existing unutilized water or sewer connections must be retired at the main pursuant to the City's specification at DEVELOPER's expense. However, no utilities existing in SW 10th Avenue will

be removed or altered until after the City's inspection and approval of the Private Road installation and abandonment of such roadway.

d. The DEVELOPER agrees to comply with all local, county, state and federal laws pertaining to the Development improvements.

7. **Building Permits; Cooperation.** The City agrees to issue to the DEVELOPER, upon application and approval, all required City building permits, utility permits, approvals or other required permits, subject to compliance with the permit conditions, this Agreement, all applicable City Codes, and the most current Florida Building Code Broward County Edition.

8. **Amendments.** No modification, amendment, or release of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by City and DEVELOPER. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

9. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending by overnight delivery services, and three (3) business days after mailing, if sent by certified mail. Notices shall be addressed as provided below:

CITY:

Greg Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

with a copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

DEVELOPER:

U-Haul Co of Florida
790 SW 12th Avenue
Pompano Beach, FL 33069
c/o Davina Bean

with copy to:

Wesley T. Chadwick, Esq.

U-Haul International, Inc.
Assistant General Counsel
2727 North Central Avenue
Phoenix, AZ 85004

and

Heidi Davis Knapik
Gunster
450 E. Las Olas Boulevard
Suite 1400
Fort Lauderdale, FL 33301

10. **Effective Date of the Agreement.** This Agreement shall become effective upon City Commission approval and execution by the DEVELOPER and City.

11. **Termination.** This Agreement may not be terminated, amended, or modified in any respect whatsoever except by an instrument in writing signed by the Parties.

12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained in this Agreement.

13. **Waiver.** The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

14. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be interpreted and enforced in accordance with Florida and federal law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance of any covenants and obligations in such Agreement.

15. **Attorneys' Fees.** In the event of any controversy arising under or related to the interpretation or implementation of this Agreement or any breach, the City or DEVELOPER, as the case may be, as the prevailing party, shall be entitled to payment for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and cost incurred in connection with such controversy, both at the trial and appellate levels.

16. **Miscellaneous.**

a. *Counterpart.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument

b. *Construction of Agreement.* Both parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement

shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

c. *No Personal Liability of CITY.* The CITY is a municipal government, and no individual elected official, employee, agent, or representative of CITY will have any personal liability under this Agreement or any document executed in connection with this Agreement.

d. *No Third-Party Rights.* Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

e. *Section and Paragraph Headings.* The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

f. *Severability.* This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected and will be enforced to the fullest extent permitted by law.

g. *Signatories' Authority.* The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular. Any joinders to this Agreement may be signed by the City Manager on behalf of the City.

h. *Successors and Assigns; Recording.* This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the City and the DEVELOPER, and their permitted legal representatives, successors, and assigns. This Agreement shall be recorded in the Public Records of Broward County, Florida and shall run with the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES SET FORTH BELOW THEIR RESPECTIVE SIGNATURES.

DEVELOPER:

Witnesses:

[Signature]

Emilia Horton
Print Name

Karen Defelice
Karen Defelice
Print Name

U-HAUL CO OF FLORIDA,
a Florida for profit corporation

By: [Signature]
Davina Bean, Vice President

Date: March 4, 2022

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of March, 2022, by Davina Bean, as Vice President of **U-HAUL CO OF FLORIDA**, a Florida for profit corporation, who is personally known to me or produced _____ as identification.

(SEAL)

NOTARY PUBLIC:

[Signature]

My Commission expires:

Print Name: Courtney A. Winchester



Witnesses:

CITY OF POMPANO BEACH

(Signature)

By: _____
Rex Hardin, Mayor

(Print Name)

Date: _____

(Signature)

By: _____
Gregory P. Harrison, City Manager

(Print Name)

Date: _____

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

JES:jrm
1/6/22
l:agr/dev-svc/2022-262

Exhibit A

PROPERTY LEGAL DESCRIPTION

DESCRIPTION: INSTRUMENT # 114529427

BROWARD COUNTY PUBLIC RECORDS

LOTS 8, 9, 10, 11 AND 12, LESS THE WEST 30 FEET OF LOT 12, BLOCK 10, AMENDED PLAT OF FAIRVIEW, AS RECORDED IN PLAT BOOK 109, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THE SOUTH 250 FEET OF THE NORTH 1,235 FEET OF THE EAST 248 FEET OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID LANDS, SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

LESS THE FOLLOWING TWO PARCELS OF LAND

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTH 250 FEET THEREOF; THENCE SOUTH 88° 26' 46" WEST FOR 222.60 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST HAVING TO CENTRAL ANGLES OF 90° 56' 57" AND TWO RADIUSSES OF 25 FEET FOR AN ARC DISTANCE OF 39.68 FEET TO A POINT ON THE EAST BOUNDARY OF S.W. 12TH AVENUE; THENCE 2° 30' 11" WEST ALONG SAID WEST BOUNDARY OF S.W. 12TH AVENUE FOR 25.40 FEET; THENCE NORTH 88° 26' 46" EAST FOR 25.40 FEET TO THE POINT OF BEGINNING; AND

THAT PART OF LOT 8, BLOCK 10 OF FAIRVIEW AMENDED ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 10 AT PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA IN SECTION 2, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 160.33 FEET TO THE NORTHEAST CORNER THEREOF, THENCE S 86°16'42" W A DISTANCE OF 10.69 FEET; THENCE S 0°50'09" E A DISTANCE OF 160.08 FEET; THENCE N 88°16'42" W A DISTANCE OF 14.27 FEET TO THE POINT OF BEGINNING.

FOLIO NOS.: 494202000510, 494202030850 AND 494202030840

Exhibit B

DEVELOPMENT SITE PLAN

Exhibit C

CONCEPTUAL PLAN OF PRIVATE ROAD

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
U-HAUL CO. OF FLORIDA
A FLORIDA CORPORATION**

THE UNDERSIGNED, constituting the members of the Board of the Directors of U-Haul Co. of Florida, a Florida corporation (the "Corporation"), hereby consent to the following resolution:

WHEREAS, Davina Bean serves as Vice President of the Corporation.

BE IT RESOLVED, that Davina Bean is authorized to sign the Agreement for Unification of Development by and between U-Haul Co. of Florida and the City of Pompano Beach.

DECLARE, that this action is taken pursuant to Section 607.0821 of The Florida Business Corporation Act and Bylaws of the Corporation, and shall be inserted by the Secretary in the minute book of the Corporation.

This resolution may be executed in counterpart and such counterparts (including any transmitted by electronic means) shall constitute one and the same instrument and, notwithstanding the date of execution of any counterpart, shall be deemed to be passed on the date set forth in this resolution.

DATED as of 01/18/2022.

By: Edward K. Hatcher
Edward K. Hatcher, Director

By: 
Francesco D'Abarno, Director

By: Mario L. Martinez
Mario L. Martinez, Director

By: Robert S. Magyar
Robert S. Magyar, Director