

5

Instrument Prepared By
and Return to:

KEITH
301 E Atlantic Blvd
Pompano Beach, FL 33060

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL ("Declaration") is made this 4 day of January, 2023 by **Broward County**, a political subdivision of the state of Florida, whose mailing address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301 and **Broward Partnership for the Homeless, Inc.**, a Florida not for profit corporation, whose address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311, (collectively referred to as the "Declarants").

The Declarants are the fee simple owners of the properties located in the City of Pompano Beach, Florida (the "City"), identified by 1700 Blount Road and 1650 Blount Road, further collectively and singularly described by the legal descriptions contained on Exhibit "A", attached hereto (collectively referenced as the "Subject Property"). The Declarants hereby make the following declaration of conditions, limitations, and restrictions on the Subject Property, also referred to as a Declaration of Unity of Control:

1. **Unified Control.** The Subject Property shall hereinafter be regarded and is hereby declared to be under unified control such that:
 - a. The Subject Property shall be developed in substantial conformity with the Illustrative Concept Plan attached hereto as Exhibit "B" and incorporated herein by reference ("Illustrative Concept Plan"). All structures, uses, and parking areas on the Subject Property are and will be part of a single, unified planned development, regardless of ownership. The Overall Subject Property shall be considered an undivided parcel for zoning purposes.
 - b. Declarants have recorded easement documents to assure that the Subject Property operates as a unified plan of development, which easements, among other things, provide:
 - i. For appropriate non-exclusive, cross-easement over the private roads and accessways to provide vehicular and pedestrian ingress and egress between and among each of the uses constructed or to be constructed within the Subject Property; and
 - ii. For appropriate non-exclusive, cross-easements for drainage, utilities and other shared infrastructure and structures within the Subject Property between

and among each of the uses constructed or to be constructed upon the Shared Property.

2. **Covenant Running with the Land.** This Declaration on the part of the Declarants shall constitute a covenant running with the title to the Subject Property and shall remain in full force and effect and be binding upon the Declarants, and its heirs, successors and assigns and any person having acquired or hereafter acquiring any right, title or interest in or to all or any portion of the Subject Property unless and until the same is modified or released by the City's Development Services Director. Any transferee of any interest in any portion of the Subject Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.
3. **Term.** This Declaration is to run with title to the Subject Property and shall be binding upon the Subject Property for a period of thirty (30) years from the date this Declaration is recorded in the public records of Broward County, Florida, after which time it shall be extended automatically for successive periods of ten (10) years each, unless modified, amended, or released as provided herein.
4. **Modification, Amendment, Release; Severability.** This Declaration may be modified, amended, or released as to the Subject Property, or any portion thereof, by a written instrument executed by all persons then having any right, title or interest in or to all or any portion of the Subject Property and the City's Development Services Director. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof, and this Declaration shall be construed in all respects as if such invalid or unenforceable provision was omitted.
5. **Enforcement.** The Declarants, on behalf of itself and its heirs, successors and assigns and any person having acquired or hereafter acquiring any right, title, or interest in or to all or any portion of the Subject Property, hereby acknowledges and agrees the City is a third-party beneficiary of this Declaration and, as such, may enforce this Declaration via injunctive relief. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such attorneys' fees as the Court may adjudge to be reasonable. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. The exclusive venue for any legal action regarding this Declaration shall be in Broward County, Florida.
6. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
7. **Recording.** This Declaration shall be filed in the public records of Broward County, Florida.
8. **Restriction and Encumbrances.** Nothing contained herein is intended to prevent or inhibit the recordation of a Declaration of Condominium against the Subject Property, nor is

this Declaration intended to prevent or inhibit the imposition of mortgages or other encumbrances upon all or a portion of the Subject Property.

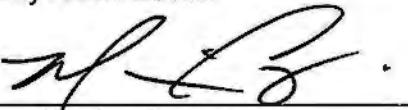
9. **No Gift or Public Dedication.** Nothing herein contained in this Declaration is or shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for general public proposes whatsoever.
10. **No Partnership.** Nothing herein contained shall be construed to create or infer a partnership, joint venture or agency relationship between Declarant, its successors and assigns, and any person then having any right, title or interest in or to all or any portion of the Subject Property and their respective heirs, successors and assigns, or render any of such parties liable for the debts and obligations of the other.
11. **WAIVER OF JURY TRIAL.** DECLARANT, AND IT SUCCESSORS AND ASSIGNS, AND ANY PERSON HAVING ANY RIGHT, TITLE, OR INTERST IN OR TO THE SUBJECT PROPERTY AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS DECLARATION OR ANY OF THE COVENANTS OR CONDITIONS CONTAINED HEREIN OR REQUIRED HEREBY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor, **BROWARD COUNTY**, has caused these presents to be executed in its name by and through its Board of County Commissioners signing by and through its County Administrator, the day and year aforesaid, authorized to execute same by Board action on the 15th day of November, 2022 (Board Agenda Item # 72).

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: 

Monica Cepero
County Administrator

28th day of December, 2022



Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Reno V. Pierre Digitally signed by Reno V. Pierre
Date: 2022.12.23 16:12:10 -05'00'
Reno V. Pierre (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2022.12.23 16:12:32 -05'00'
Annika E. Ashton (Date)
Deputy County Attorney

RVP
Quitclaim Deed – BPHI North HAC
11/02/2022

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28th day of December, 2022, by Monica Cepeda, as Notary Administrator of Broward County, a political subdivision of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public:

Signature: Tamara C. Branon

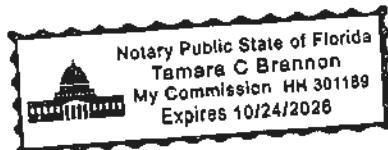
Print Name: Tamara C. Branon

State of Florida

My Commission Expires: _____

Commission Number: _____

(Notary Seal)



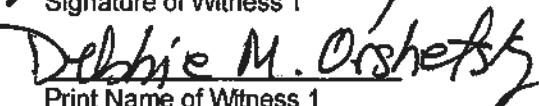
DECLARATION OF UNITY OF CONTROL

BROWARD PARTNERSHIP FOR THE HOMELESS, INC.

WITNESSES:



Signature of Witness 1



Print Name of Witness 1

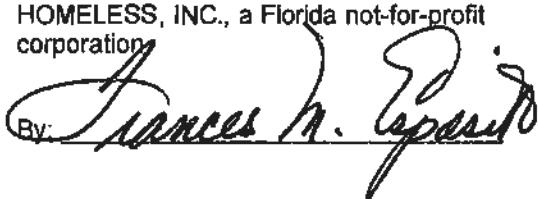


Signature of Witness 2



Print Name of Witness 2

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation



4th day of January, 2023

Approved as to legal form:

Date: 12/21/22

By: 
Debbie M. Orshetsky
Attorney for Broward Partnership
for the Homeless, Inc.

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 January 2023, 2022, by Frances M. Esposito,
of Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, who is
personally known to me or who has produced _____ as identification.

(SEAL)



Signature: Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

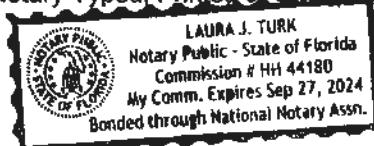


EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

BROWARD COUNTY PROPERTY:

PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE EAST LINE OF PARCEL E, FOR 500.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH 01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET; THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E; THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 339.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 160,857 SQUARE FEET (3.6928 ACRES), MORE OR LESS.

TOGETHER WITH;

BROWARD PARTNERSHIP FOR THE HOMELESS, INC. PROPERTY:

A PARCEL OF LAND BEING A PORTION OF PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE EAST LINE OF PARCEL E, FOR 500.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH 01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET; THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E; THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 339.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 130,680 SQUARE FEET (3.0000 ACRES), MORE OR LESS.

Exhibit "B"

Illustrative Concept Plan

