

**Prepared by and Return to:**

Mike Vonder Meulen, AICP  
Keith and Associates, Inc.  
301 East Atlantic Boulevard  
Pompano Beach, FL 33064

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**UNIFIED CONTROL AGREEMENT**

**950 EAST MCNAB ROAD**

THIS UNIFIED CONTROL AGREEMENT ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2017, by McNab Grove Inc., a Florida Corporation ("Developer") whose address is 8290 NW 49<sup>th</sup> Manor, Coral Springs, Florida 33067 and the City of Pompano Beach, Florida, (CITY), 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**W I T N E S S E T H:**

WHEREAS, the Developer is the owner of certain property attached hereto as **Exhibit "A"** ("Property"); and

WHEREAS, on \_\_\_\_\_, 2017 the City Commission of the City of Pompano Beach ("City") approved Ordinance No. \_\_\_\_ ("Rezoning Ordinance") which rezoned the Property to the City's Planned Commercial/Industrial District ("PCD"); and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitations are true and correct and are incorporated herein by this

reference.

2. Developer acknowledges that Developer, its successor or assigns, are required to abide by all applicable provisions of the Rezoning Ordinance.

3. Developer binds itself and successors in title to comply with the provisions of the Rezoning Ordinance, as the same may be amended from time to time; until said Property is no longer zoned PCD pursuant to the terms and conditions contained below.

4. At such time as the Property or any portion thereof is, at the request of the Developer of the Property, rezoned from PCD to any other zoning designation, this Agreement shall automatically terminate and become void and of no effect to the Property or any portion thereof rezoned from PCD to such other zoning designation.

5. Except as described in section 4 above, this Agreement shall not be modified, amended, or released as to any portion of the Property except by written instrument, executed by the Developer or the then owner(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. The City shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

6. If any court of competent jurisdiction shall declare any section, paragraph or part of this Agreement invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

7. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment as of the day and year set forth below their respective signatures.

Signed, sealed and delivered

McNab Grove Inc., a Florida Corporation

S Bravo  
Printed Name: SANDRA BRAVO

By: IC  
Printed Name: SOMASHEKHAR R KASAM

Kayla Green  
Print Name: Kayla Green

Dated: 03/28/2017

STATE OF FLORIDA           )  
  ) SS:  
COUNTY OF BROWARD       )

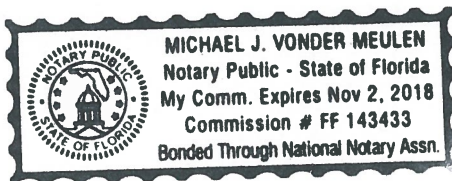
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Somashekar K Kasam, as the Vice President of McNab Grove Inc., a Florida Corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of March, 2017.

[Signature]  
Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary Public



**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** 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

# **EXHIBIT A**

## **Legal Description**

Parcel "A", Hasting Trust Plat, according to the plat thereof, as recorded in Plat Book 163, Page 23 of the public records of Broward County, Florida. Less the north 5.00 feet thereof.