

02.20

This instrument was prepared by:

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Miami, FL 33131

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Broward County Commission
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UNIFIED CONTROL AGREEMENT AND
RELEASE OF UNITY OF TITLE

THIS UNIFIED CONTROL AGREEMENT AND RELEASE OF UNITY OF TITLE ("Agreement") dated this 28th day of January 2020, is entered into by AMP IV – HIDDEN HARBOUR, LLC, a Florida limited liability company (the "Owner"), having an address of 2890 NE 187 Street, Aventura, Florida 33180, and the CITY OF POMPANO BEACH, a Florida municipal corporation (the "City") having an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

W I T N E S S E T H:

WHEREAS, AMP IV – HIDDEN HARBOUR, LLC, a Florida limited liability company, is the owner of the Property described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, Owner has submitted an application requesting to rezone the Property from B-3/PCD (General Business/Planned Commercial/Industrial District) and M-1/PCD (Marine Business/Planned Commercial/Industrial District) to PD-I (Planned Development-Infill) with a Master Plan, and intends to develop the Property with a mixed-use development with up to (323) Multi-family Residential units, up to 510,000 square feet of Commercial uses, and up to 75,000

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square feet of Marina uses (including boat storage, boat repair, and slips), as well as up to fifteen (15) wet slips (the "PD Plan"); and

WHEREAS, Owner has submitted a Master Plan (that proposes development in a manner consistent with the PD Plan; and

WHEREAS, Owner's predecessor in interest recorded the certain Unity of Title Agreement for One Building Site (the "Unity of Title") encumbering the Property and recorded at Official Record Book 31148, Page 0098 of the Public Records of Broward County Florida; and

WHEREAS, the recorded Unity of Title is inconsistent with the amended development plan for the Property; and

WHEREAS, the City and Owner have determined that the recorded Unity of Title is no longer necessary and may be released; and

WHEREAS, the City has requested the execution of an acknowledgment by Owner to evidence that Owner and its successors-in-title to the Property are required to abide by all applicable terms and conditions of the City Code of Ordinances, and any conditions of approval that were or may be placed on the PD Plan and the Master Plan and shall be maintained as unified development; and

WHEREAS, Owner and Owner's successors-in-title to the Property desire to accede to the City's request.

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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. The Unity of Title Agreement for One Building Site recorded at Official Record Book 31148, Page 0098 of the Public Records of Broward County Florida is hereby released and is no longer of any effect.
3. Upon approval of the PD Plan and Master Plan, Owner acknowledges that Owner, its successors or assigns, are required to abide by all applicable provisions of the PD Plan and Master Plan approval.
4. Nothing in this Agreement will prohibit a transfer of portion(s) of the Property, provided that such transfer is subject to the terms hereof. In the event of multiple ownerships subsequent to PD Plan and Master Plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of this Agreement. The City will enforce the terms of this Agreement and City regulations against the owner(s) of the relevant portion(s) of the Property.
5. Owner binds itself and successors in title to comply with the provisions of the Master Plan, as the same may be amended from time to time; until said Property is no longer subject to the approved Master Plan, through a subsequent City Commission action pursuant to the terms and conditions contained below.

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6. The provisions of this instrument shall become effective upon their recordation in the public records of Broward County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released as provided herein.

7. At such time as the Property or any portion thereof, at the request of the Owner of the Property or relevant portion, is rezoned from PD-I to any other zoning designation in a manner that renders the approved Master Plan no longer applicable or is otherwise made no longer subject to the approved Master Plan pursuant to an action of the City Commission, this Agreement shall automatically terminate and become void and of no effect to the Property or any portion thereof removed from the Master Plan.

8. Except as described in Paragraph 7 above, this Agreement shall not be modified, amended, or released as to any portion of the Property except by written instrument, executed by the Owner 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.

9. If for any reason the City Commission ordinance rezoning the Property to PD-I (Planned Development-Infill) with a Master Plan is quashed by a court of competent jurisdiction or is otherwise denied or invalidated, the development of the Property shall be subject to City

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Ordinance 2009-29 (which zoned the Property B-3/PCD and M-1/PCD) and its associated Master Plan.

10. If a 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.

11. 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.

12. 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.

[Execution Pages Follow]

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"CITY":

Witnesses:

CITY OF POMPANO BEACH

Candida

By: [Signature]
REX HARDIN, MAYOR

[Signature]

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

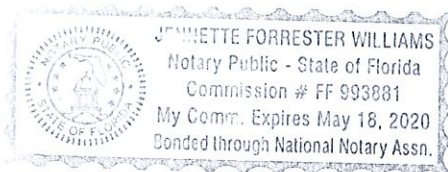
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of January, 2020, 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



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ACKNOWLEDGEMENT BY LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 8 day of January 2020.

IN WITNESS WHEREOF AMP IV - Hidden Harbour, LLC has caused these presents to be signed in its name by its proper officials.

Witnesses:

Betty Llerena
Signature

BETTY LLERENA
Print Name

Cristina Navia
Signature

Cristina Navia
Print Name

AMP IV - Hidden Harbour, LLC

Address:
2890 NE 187 Street
Aventura, FL 33180

Andrew S. Sturner
By

Print Name: Andrew S. Sturner

Title: Authorized Person

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

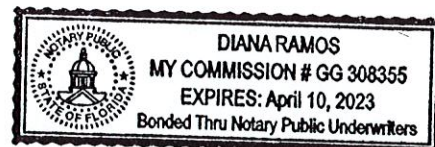
by means of physical presence

The foregoing instrument was acknowledged before me by Andrew S. Sturner of AMP IV - Hidden Harbour, LLC, a Florida Limited Liability Company. He/she is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 8th day of January,
2020, in the County and State aforesaid.

Diana Ramos
Signature
Notary Public-State of Florida
Diana Ramos
Print Name

My Commission Expires:



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EXHIBIT A

LAND DESCRIPTION:

(PARCEL 1-comprised of the following parcels designated as Parcels 1A-1F)

(PARCEL 1 A)

All of Parcel "A" of JERICHO BOATS ENTERPRISES, according to the Plat thereof, recorded in Plat book 146, Page 3 of the Public Records of Broward County, Florida.

(PARCEL 1 B)

Lots 1 and 2, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, LESS a portion of Lot 1, more particularly described as follows: BEGIN at the Northwest corner of said Lot 1; thence run North 88°29'09" East, along the north line of said Lot 1 for a distance of 17.28 feet; thence run South 47°39'21" West, for a distance of 26.15 feet; thence run North 06°49'35" East, along the west line of said Lot 1 for a distance of 17.28 feet to the Point of Beginning. PLUS the South 1/2 of the vacated N.E. 15th Street, lying north of Lot 1, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 C)

All of Block 3, LESS the south 265.00 feet thereof, SEA BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida. Plus the south 1/2 of the vacated N.E. 15th Street, lying north of Block 3, SEA BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 D)

Lots 1, 2, 6, 7 and 8, in Block 1 and all of Tracts "A", "B", "C" and "D" of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

LESS that portion of Lot 8, Block 1 of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, in Section 30, Township 48 South, Range 43 East, being more particularly described as follows: COMMENCING at the Southeast (SE) corner of said Lot 8; thence run South 88°29'09" West along the South line of said Lot 8, for a distance of 117.71 feet to the POINT OF BEGINNING; thence continue to run South 88°29'09" West, a distance of 13.00 feet to the Southwest (SW) corner of said Lot 8; thence run North 06°49'35" East along the west line of said Lot 8, a distance of 13.00 feet; thence run South 42°20'38" East, a distance of 17.00 feet to the POINT OF BEGINNING. PLUS the north 1/2 of the vacated N.E. 15th Street, lying south of Lot 8, Block 1 of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the

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Public Records of Broward County, Florida. PLUS the north 1/2 of the vacated N.E. 15th Street, lying south of Tract "D" of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 E)

That portion of the SEA BARGE YACHT BASIN as shown on the Plat of SEA BARGE YACHT CENTER, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida, described as follows:

That property lying west of the east line of the West Three Quarters (W 3/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of Section 30, Township 48 South, Range 43 East and bounded on the south by the northerly boundary of Tract "D" of said SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, bounded on the west by the easterly boundary of Tract "C" of said SEA BARGE YACHT CENTER and bounded on the north by the southerly boundary of Tract "B" of said SEA BARGE YACHT CENTER. Together with that portion of said Sea Barge Yacht Basin described as follows: That portion of Lots 30 and 31 of CALIBAN, according to the Plat thereof, recorded in Plat Book 27, Page 12 of the Public Records of Broward County, Florida, as bounded on the north by the southerly boundary of Tract "B", SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, bounded on the west by the east line of the West Three-Quarters (W 3/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 30, bounded on the east by a line 10.00 feet west of and parallel to the east line of said Tract "B" of said SEA BARGE YACHT CENTER.

(PARCEL 1 F)

Lot 4 of CALIBAN, according to the Plat thereof as recorded in Plat Book 27, at Page 12 of the Public Records of Broward County, Florida.

(PARCEL 2)

Lots 3, 4 and 5, Block 1, of SEA BARGE YACHT CENTER, according to the Plat thereof, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida.

(PARCEL 3)

A portion of the Caliban Yacht Basin, CALIBAN, according to the plat thereof as recorded in Plat Book 27, Page 12, of the Public Records of Broward County, Florida lying North of and adjacent to Parcel "A", JERICO BOATS ENTERPRISES, according to the plat thereof as recorded in Plat Book 146, Page 3, at the Public Records of Broward County, Florida and being more fully described as follows:

BEGINNING at the Northeast corner of said Parcel "A", JERICO BOATS ENTERPRISES; thence South 88°14'47" West on the North line of said Parcel "A" and also on the South line of Caliban Yacht Basin, a distance of 327.60 feet to the Northwest corner of said Parcel "A", JERICO BOATS ENTERPRISES; thence

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North 00°57'15" West, on the Northerly extension of the west line of said Parcel "A", JERICO BOATS ENTERPRISES, a distance of 15.00 feet; thence North 88°14'47" East on a line 15.00 feet North of and parallel with the North line of said Parcel "A", JERICO BOATS ENTERPRISES, a distance of 327.60 feet; thence South 00°57'23" East, a distance of 15.00 feet to the POINT OF BEGINNING.

(PARCEL 4)

A portion of Lot 1, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 1; thence run North 88°29'09" East, along the north line of said Lot 1 for a distance of 17.28 feet; thence run South 47°39'21" West, for a distance of 26.15 feet; thence run North 06°49'35" East, along the west line of said Lot 1 for a distance of 17.28 feet to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida and containing 300,444 square feet (6.90 acres) more or less.

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**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned BankUnited, N.A., as Mortgagee under that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from AMP IV - Hidden Harbour, LLC dated October 11, 2012 and recorded in Official Records Book 49155, Page 1398 of the Public Records of Broward County, Florida as modified by that certain Future Advance and Mortgage Modification Agreement dated June 23, 2016, and recorded as Instrument Number 113815463 in the Public Records of Broward County, Florida, as further modified by that certain Second Future Advance and Mortgage Modification Agreement dated December 28, 2017, and recorded as Instrument Number 114803875 in the Public Records of Broward County, Florida, covering all of the property described in the Unified Control Agreement and Release of Unity of Title, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title. Nothing contained herein shall be construed to render BankUnited, N.A., or its successors or assigns responsible or liable for the performance of any of the covenants or undertakings of the Unified Control Agreement and Release of Unity of Title. None of the representations contained in the Declaration of Restrictions shall be deemed to have been made by the BankUnited, N.A.

IN WITNESS WHEREOF, these presents have been executed this 27 day of January, 2020.

Witnesses:

[Signature]
Signature

MARCO Ligerot
Print Name

[Signature]
Signature

Maytee L-Morales
Print Name

BankUnited, N.A.

By: [Signature]
Richard Thill, Senior Vice President

Address
7765 NW 148th Street
Miami Lakes, Florida 33016

**STATE OF FLORIDA
COUNTY OF BROWARD**

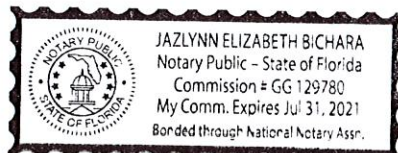
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by Richard Thill, a Senior Vice President of BankUnited, N.A., on behalf of the bank. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 27 day of January, 2020, in the County and State aforesaid.

Notary Public-State of Florida

Jazlynn Bichara
Print Name

My Commission Expires:



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Aug. 20

RESOLUTION NO. 2020- 118

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A UNIFIED CONTROL AGREEMENT AND RELEASE OF UNITY OF TITLE BETWEEN THE CITY OF POMPANO BEACH AND AMP IV – HIDDEN HARBOUR, LLC; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Unified Control Agreement and Release of Unity Title between the City of Pompano Beach and AMP IV – Hidden Harbour, LLC, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and AMP IV – Hidden Harbour, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of January, 2020.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

MLB/jmz
1/21/20
I:reso/2020-111

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