

Return to: (enclose self-addressed stamped envelope)

**Name:** Bonnie Miskel, Esq.

**Address:**

Dunay, Miskel and Backman, LLP  
14 S.E. 4 Street, #36  
Boca Raton, FL 33432

**This Instrument Prepared by:**

Bonnie Miskel, Esq.  
Dunay, Miskel and Backman, LLP  
14 S.E. 4 Street, #36  
Boca Raton, FL 33432

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**UNIFIED CONTROL AGREEMENT**

THIS UNIFIED CONTROL AGREEMENT ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into by CG HILLSBORO SHORES, LLC., a Florida limited liability company ("Owner"), having an address of 2915 Biscayne Boulevard, Suite 300, Miami, Florida 33137, and the CITY OF POMPANO BEACH, a Florida municipal corporation ("City") having an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

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

WHEREAS, CG HILLSBORO SHORES, 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 (General Business) to PD-I (Planned Development-Infill) with a Master Plan, and intends to develop the Property with 121 multi-family residential units ("Master Plan"); and

WHEREAS, Owner has submitted a Site Plan providing for the approval of 121 multi-family units, including corresponding open space, parking and recreational areas ("Site Plan"); 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 Master Plan and Site 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.

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. Upon approval of the Master Plan, Owner acknowledges that Owner, its successors or assigns, are required to abide by all applicable provisions of the Master Plan approval.
3. 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 zoned PD-I 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 Owner of the Property, rezoned from PD-I 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 PD-I 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 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.

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.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

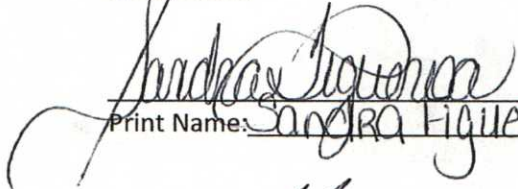
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year set forth above.

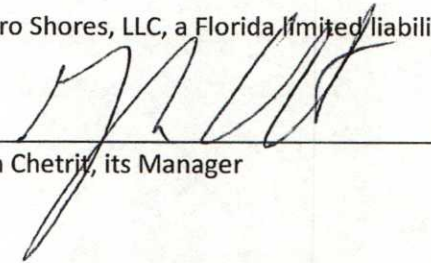
**OWNER:**

Signed, sealed and delivered in the presence of:

WITNESSES:

CG Hillsboro Shores, LLC, a Florida limited liability company

  
Print Name: SANDRA FIGUEROA


By:   
Joseph Chetrit, its Manager

  
Print Name: Joanna Lara

STATE OF ~~FLORIDA~~ <sup>NEW YORK</sup> )  
COUNTY OF QUEENS )

The foregoing instrument was acknowledged before me this 4 day of October, 2017, by JOSEPH CHETRIT, Manager of CG HILLSBORO SHORES, LLC, a Florida limited liability, on behalf of said limited liability company. He is personally known to me or ~~has produced~~ \_\_\_\_\_ as identification.

Seal:

  
Notary Public, State of ~~Florida~~ NEW YORK  
My Commission Expires:

**LOIS HUTTER SANCHEZ**  
Notary Public, State of New York  
No. 01HU5042516  
Qualified in Queens County 19  
Commission Expires April 24, 2019

**"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" 1 of 2

LOTS 14 AND 15, BLOCK 19, OF "HILLSBORO SHORES SECTION "B"", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE WEST 60 FEET OF SAID LOT 14. TOGETHER WITH:

LOTS 19, 20, 21, 22 AND 23, BLOCK 20, OF "HILLSBORO SHORES SECTION "B"", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. TOGETHER WITH:

THAT PORTION OF NORTH RIVERSIDE DRIVE RIGHT-OF-WAY BEING LOCATED WITHIN "HILLSBORO SHORES SECTION "B"", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

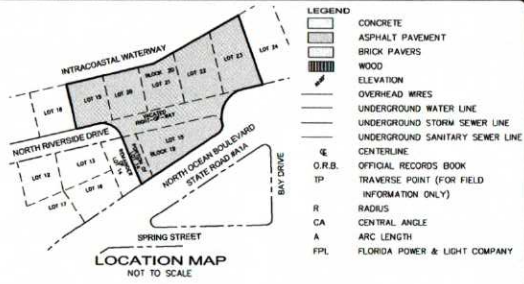
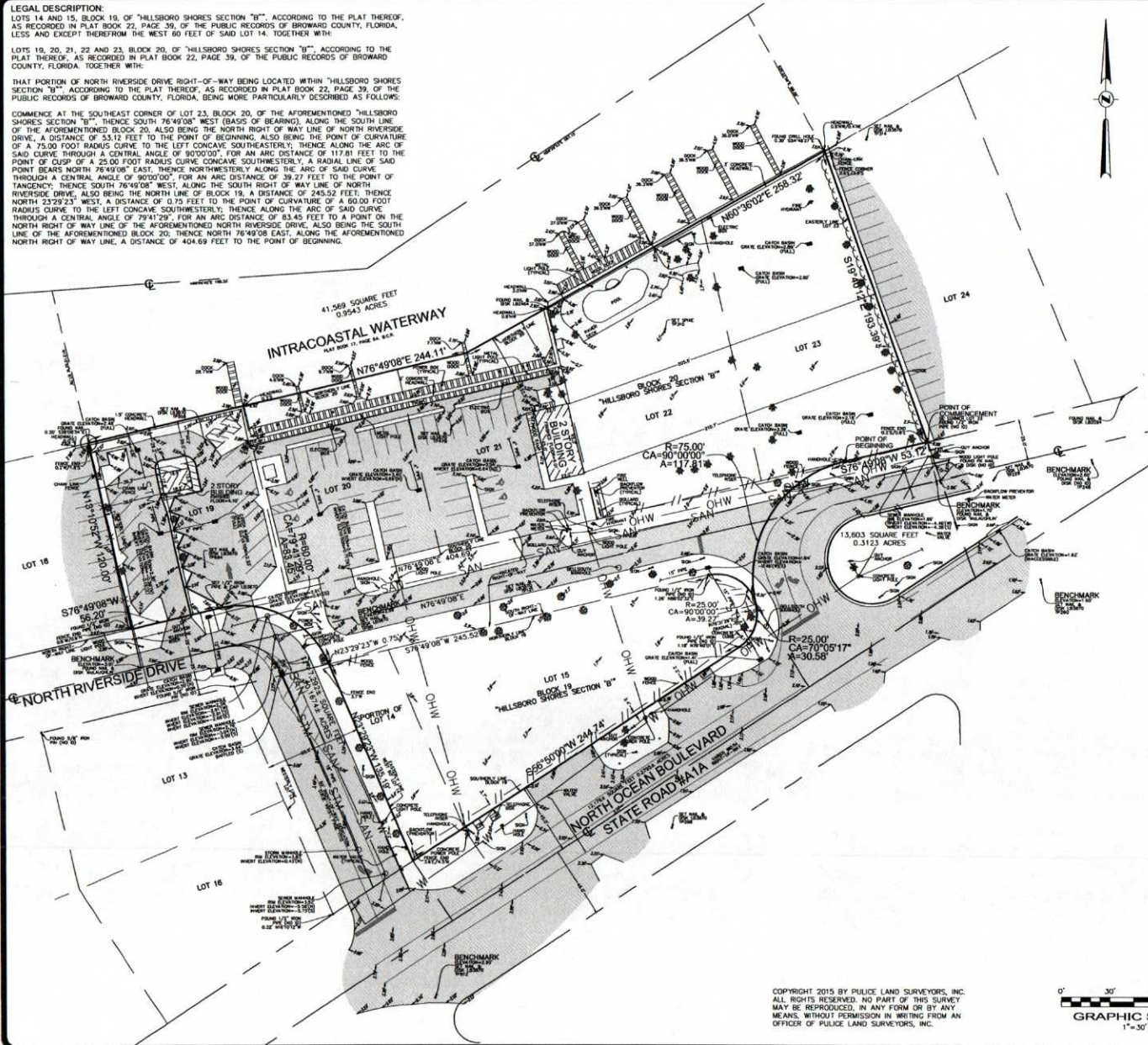
COMMENCE AT THE SOUTHEAST CORNER OF LOT 23, BLOCK 20, OF THE AFOREMENTIONED "HILLSBORO SHORES SECTION "B"", THENCE SOUTH  $76^{\circ}49'08''$  WEST (BASIS OF BEARING), ALONG THE SOUTH LINE OF THE AFOREMENTIONED BLOCK 20, ALSO BEING THE NORTH RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE, A DISTANCE OF 53.12 FEET TO THE POINT OF BEGINNING, ALSO BEING THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE TO THE LEFT CONCAVE SOUTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , FOR AN ARC DISTANCE OF 117.81 FEET TO THE POINT OF CUSP OF A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE OF SAID POINT BEARS NORTH  $76^{\circ}49'08''$  EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $76^{\circ}49'08''$  WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE, ALSO BEING THE NORTH LINE OF BLOCK 19, A DISTANCE OF 245.52 FEET; THENCE NORTH  $23^{\circ}29'23''$  WEST, A DISTANCE OF 0.75 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE TO THE LEFT CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $79^{\circ}41'29''$ , FOR AN ARC DISTANCE OF 83.45 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED NORTH RIVERSIDE DRIVE, ALSO BEING THE SOUTH LINE OF THE AFOREMENTIONED BLOCK 20; THENCE NORTH  $76^{\circ}49'08''$  EAST, ALONG THE AFOREMENTIONED NORTH RIGHT OF WAY LINE, A DISTANCE OF 404.69 FEET TO THE POINT OF BEGINNING.

Exhibit "A" 2 of 2

**LEGAL DESCRIPTION:**  
 LOTS 14 AND 15, BLOCK 19, OF "HILLSBORO SHORES SECTION 10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE WEST 60 FEET OF SAID LOT 14, TOGETHER WITH:

LOTS 19, 20, 21, 22 AND 23, BLOCK 20, OF "HILLSBORO SHORES SECTION 10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH:

THAT PORTION OF NORTH RIVERSIDE DRIVE RIGHT-OF-WAY BEING LOCATED WITHIN "HILLSBORO SHORES SECTION 10" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHEAST CORNER OF LOT 23, BLOCK 20, OF THE AFOREMENTIONED "HILLSBORO SHORES SECTION 10"; THENCE SOUTH 76°49'08" WEST (BASED ON BEARING), ALONG THE SOUTH LINE OF THE AFOREMENTIONED BLOCK 20, ALSO BEING THE NORTH RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE, A DISTANCE OF 53.12 FEET TO THE POINT OF BEGINNING, ALSO BEING THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE TO THE LEFT CONCAVE SOUTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 117.81 FEET TO THE POINT OF CURVE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE OF SAID POINT BEARS NORTH 76°49'08" EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 76°49'08" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE, ALSO BEING THE NORTH LINE OF BLOCK 19, A DISTANCE OF 245.32 FEET; THENCE NORTH 23°29'23" WEST, A DISTANCE OF 0.75 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE TO THE LEFT CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°41'29" FOR AN ARC DISTANCE OF 83.45 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED NORTH RIVERSIDE DRIVE, ALSO BEING THE SOUTH LINE OF THE AFOREMENTIONED BLOCK 20; THENCE NORTH 76°49'08" EAST, ALONG THE AFOREMENTIONED NORTH RIGHT OF WAY LINE, A DISTANCE OF 404.69 FEET TO THE POINT OF BEGINNING.



- NOTES:**
- 1) THIS SITE CONTAINS 108,856 SQUARE FEET (2.4944 ACRES) MORE OR LESS.
  - 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, BROWARD COUNTY BENCHMARK #1923, ELEVATION: 1.76 FEET.
  - 3) FLOOD ZONE: AE; BASE FLOOD ELEVATION: 6 FEET; PANEL #20055 D18BH, MAP DATE: 8/18/14.
  - 4) THIS SITE LIES IN SECTION 29, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
  - 5) BEARINGS ARE BASED ON THE CENTERLINE OF N RIVERSIDE DRIVE BEING N76°49'08"E.
  - 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
  - 7) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: GG HILLSBORO SHORES, LLC.
  - 8) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
  - 9) THIS SITE CONTAINS 64,000 SQUARE FEET (1.47 ACRES) OF REGULAR & 5 HANDICAPPED.
  - 10) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.

**CERTIFICATION:**  
 I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 4-2.027, 5-7.001A SUB-ARTICLE.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*John F. Pulice, PSM*  
 JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE #152691  
 6000 SOUTH OCEAN BOULEVARD, SUITE 100, FORT LAUDERDALE, FLORIDA 33309  
 STATE OF FLORIDA

NO.	REVISIONS	BY

**HILLSBORO SHORES SITE**  
 250 NORTH OCEAN BOULEVARD  
 FORT LAUDERDALE, BROWARD COUNTY, FLORIDA 33309

**BOUNDARY AND TOPOGRAPHIC SURVEY**

**PULICE LAND SURVEYORS, INC.**  
 5381 NOB HILL ROAD  
 SUNRISE, FLORIDA 33351  
 TELEPHONE: (954) 572-1777  
 FAX: (954) 572-1778  
 E-MAIL: surveys@pulicelandsurveyors.com  
 CERTIFICATE OF AUTHORIZATION LB#8870

DRAWN BY: L.S.      SCALE: 1" = 30'      FILE: GG HILLSBORO SHORES, LLC  
 CHECKED BY: J.F.P.      SURVEY DATE: 8/7/15      ORDER NO.: 99383

COPYRIGHT 2015 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

0' 30' 60' 90'  
 GRAPHIC SCALE  
 1" = 30'