

Return to: (enclose self-addressed stamped envelope)

**Name:** Bruce J. Smoler, Esq.

**Address:**

Smoler & Associates, P.A.  
2611 Hollywood Boulevard  
Hollywood, Florida 33020

**This Instrument Prepared by:**

Bruce J. Smoler, Esq.  
Smoler & Associates, P.A.  
2611 Hollywood Boulevard  
Hollywood, FL 33020

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**UNIFIED CONTROL AGREEMENT**

THIS UNIFIED CONTROL AGREEMENT ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into by HADAR HOMES, LLC., a Florida limited liability company ("Owner"), having an address of 300 S. Pine Island Road, Suite 309, Plantation, Florida 33324, 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, HADAR HOMES, 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 R-12 (Multi-Family Residence) to RPUD (Residential Planned Unit Development) with a Master Plan, and intends to develop the Property with eleven (11) multi-family residential units ("Master Plan"); and

WHEREAS, Owner has submitted a Site Plan providing for the approval of eleven (11) 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 RPUD 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 RPUD 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 RPUD such other zoning designation.

A handwritten signature in black ink, appearing to be 'Soy', located at the bottom right of the page.

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]**

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

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:

HADAR HOMES, LLC,  
a Florida limited liability company

Print Name: FRANK GOTSMAN

By: [Signature]

Franck Gotsman, Manager

Print Name: MILLIE AMADOR

STATE OF FLORIDA )

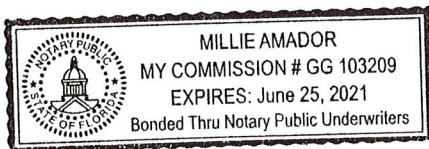
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2019 by Franck Gotsman, Manager of Hadar Homes, LLC, a Florida limited liability, on behalf of said limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Seal:

[Signature]  
Notary Public, State of Florida

My Commission Expires:



**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, 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 \_\_\_\_\_, 2019 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