

May 28, 2019

VIA EMAIL

Peter M. Schwarz
City of Oakland Park
5399 North Dixie Highway, Suite 3
Oakland Park, FL 33334


Re: Unified Control Agreement

Dear Peter:

As you requested, enclosed is a draft Unified Control Agreement that is being submitted in order to comply with the City Code requirements regarding Planned Unit Developments. Please contact me if you have any questions or comments regarding the document.

Sincerely,

GREENSPOON MARDER LLP


Cynthia A. Pasch, AICP

Enclosure

cc: Alexander Dambach
Patrick Gonzalez
Andrew Maxey

Return recorded copy to:
Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, Florida 33301

Document prepared by:

Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, Florida 33301

UNIFIED CONTROL AGREEMENT

THIS UNIFIED CONTROL AGREEMENT ("Agreement") dated this _____ day of _____, 2018, by BLACKWOOD PARTNERS, LLC, A Florida limited liability company, and BLACKSHORE PARTNERS, LLC, a Florida limited liability company, (collectively, "Owner").

W I T N E S S E T H:

WHEREAS, the Owner is the owner of certain property on the northwest corner of NW 44th Street and NW 21st Avenue, more particularly described in **Exhibit "A"** attached hereto ("Property") located in the City of Oakland Park ("City") in Broward County, Florida; and

WHEREAS, in connection with the rezoning application for the Property the City has requested an acknowledgment by the Owner to evidence that Owner, its successors and assigns in title to the Property, are required to abide by all applicable terms and conditions of the site plan for the Property as approved by the City, as same may be amended, attached to hereto as **Exhibit B** ("Site Plan"); and

WHEREAS, Owner, its successor and assigns, desires 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. Owner acknowledges that Owner, its successor or assigns, are required to abide by all applicable provisions of the City's approved Site Plan for the Property and that any successors in title are bound to the approved Site Plan for the Property. All plans, specifications, agreements, and requirements as herein set out, together with an enforceable agreement on the part of the Owner that the Property so planned shall not be developed in any other way except in substantial accord with the said plans, specifications, agreements and requirements approved as part of the Site Plan for the Property.
3. The Owner acknowledges that the Owner or its designees will maintain all common Site Plan elements, such as access drives, easements, landscaping, irrigation, lighting, shared drainage facilities, utilities, and any other elements necessary to ensure the proper upkeep and maintenance of said Property.
4. Owner acknowledges that no more than four hundred and five (405) dwelling units can be constructed on the Property without further action by the City Commission.
5. All common open space areas ("Open Space") lying within the Property shall be maintained in accordance with Section Sec. 8-7. Of the City Code of Ordinances (the "Maintenance

Provision"). Open Space that is not maintained in accordance with the Maintenance Provision may be subject to Code Enforcement action by the City.

5. 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. 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.

8. This Agreement constitutes a covenant running with the land and shall be recorded in the public records of Broward County, Florida, and shall remain in full force and effect and be binding upon Owner, its successors and assigns, until such time as this Agreement is modified, released, cancelled, terminated or extinguished by written instrument entered into by Owner, its successors or assigns, and approved in writing by City.

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

BLACKWOOD PARTNERS, LLC, a Florida limited liability company

By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager

Printed Name: _____

By: Blackpool Associates, Inc., a Florida corporation, its general partner

Print Name: _____

By: _____
William M. Murphy, President

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 William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackwood Partners, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2018.

Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary Public

Signed, sealed and delivered

BLACKSHORE PARTNERS, LLC, a Florida limited liability company

By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager

Printed Name: _____

By: Blackpool Associates, Inc., a Florida corporation, its general partner

Print Name: _____

By: _____
William M. Murphy, President

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 William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackshore Partners, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2018.

Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary Public

EXHIBIT A

EXHIBIT B