

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 20, 2026

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development

Prepared By: Joseph Jardine, Civil Engineer III

Temp. Reso. Number: 8689

Item Description: Temp. Reso. #R8689 ACCEPTING AN ABSOLUTE BILL OF SALE, EASEMENT AND WARRANTY DEED FOR WASTEWATER PUMP STATION PARCEL FROM FC MIRAMAR PHASE III, L.L.C., FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE MIRAMAR STATION PHASE 1; AUTHORIZING THE RELEASE OF SURETY BOND NO. K40550811 IN THE AMOUNT OF \$2,208,421.88 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$268,180.48 FROM FC MIRAMAR PHASE III, L.L.C. (City Engineer Salvador Zuniga)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: The Absolute Bill of Sale, Easement and Warranty Deed shall be recorded in the Public Records of Broward County, Florida.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: None.

Content:


- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8689**
 - **Exhibit A (Composite Exhibit):**
 - **Absolute Bill of Sale**
 - **Warranty**
 - **Waiver and Release of Lien**
 - **No Lien Affidavit**
 - **Easement**
 - **Opinion of Title**
 - **Warranty Deed**
 - **Opinion of Title for Warranty Deed**

- **Maintenance Bond**
- **Attachment(s)**
 - **Attachment 1: Location Map**
 - **Attachment 2: Service Agreement for Water and Sanitary Sewage Facilities**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: May 14, 2026

RE: Temp. Reso. No. 8689 accepting an Absolute Bill of Sale, Easement and Warranty Deed for Wastewater Pump Station Parcel for the water and sewer system improvements to serve Miramar Station Phase 1

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8689, accepting an Absolute Bill of Sale, Easement and Warranty Deed for Wastewater Pump Station Parcel from FC Miramar Phase III, LLC (the “Developer”); for the water and sewer system improvements (the “Improvements”), to serve Miramar Station Phase 1. Accepting the Improvements includes the release of Surety bond in the amount of \$2,208,421.88 and receipt of a one-year Maintenance Bond in the amount of \$268,180.48, effective from the date of City Commission acceptance.

ISSUE: In accordance with Section 21-203, City Code, and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement, Warranty Deed for pump station parcel and transfer the ownership of these utility improvements to the City. Approval of the City Commission is required for the acceptance of the utility improvements pursuant to Section 21-203, City Code.

BACKGROUND: Miramar Station Phase 1 (the “Project”) is a residential development, located east of Flamingo Road & north of Miramar Parkway, as depicted in the location map attached hereto as Attachment 1. The Developer has completed construction of the Improvements to serve the Project. The actual cost of construction of the utility improvements is \$1,072,721.90. As per the Service Agreement for Water and Sanitary Sewage Facilities, the Developer is required to provide a one-year Maintenance Bond in the amount of 25% of the actual cost of construction, which equates to \$268,180.48. The Developer has provided the required one-year Maintenance Bond, along with the Absolute

Bill of Sale, Easement and Warranty Deed for pump station parcel required for ownership transfer of the Improvements.

The Improvements were inspected and approved by the Engineering & Strategic Development staff and are recommended for acceptance by the City Commission. The Improvements were also certified through the Florida Department of Environmental Protection.

These Improvements will become the property of the City upon the City Commission's acceptance of the Absolute Bill of Sale. A one-year maintenance period by the Developer will begin effective from the date of City Commission acceptance. The maintenance responsibility of the city will begin after successful completion of the one-year maintenance period.

The Project Manager for this Project is Salvador Zuniga, City Engineer.

DISCUSSION: In order for the City to maintain an integral utility network that provides reliable water and sewer services to the residents, it must own and maintain the water and sewer main distribution lines that service a development, including proper easements and/or land transfer to access these utilities. This is required by City Code and agreed beforehand with developers prior to approval of their site plan, via the execution of a water and sewer agreement.

ANALYSIS: The Improvements will become part of the City's overall utility network; and therefore become an asset to the City. No costs are incurred by the City for the construction or acceptance of the improvements, except for future maintenance costs upon completion of the one-year maintenance period.

Temp. Reso. No. 8689

3/25/26

5/13/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING AN ABSOLUTE BILL OF SALE, EASEMENT AND WARRANTY DEED FOR WASTEWATER PUMP STATION PARCEL FROM FC MIRAMAR PHASE III, LLC, FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE MIRAMAR STATION PHASE 1; AUTHORIZING THE RELEASE OF SURETY BOND NO. K40550811 IN THE AMOUNT OF \$2,208,421.88 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$268,180.48 FROM FC MIRAMAR PHASE III, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FC Miramar Phase III, LLC (the “Developer”) has installed water and sewer system improvements (the “Improvements”) to serve Miramar Station Phase 1 (the “Project”), a residential development, located east of Flamingo Rd & north of Miramar Parkway; and

WHEREAS, in accordance with Section 21-203, City Code, and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement and transfer ownership of the Improvements to the City; and

WHEREAS, the Developer has submitted an Absolute Bill of Sale for transfer of ownership of the Improvements, required Easements and a Warranty Deed for a wastewater pump station parcel, all in accordance with Section 21-203, City Code, and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities; and

Reso. No. _____

Temp. Reso. No. 8689

3/25/26

5/13/26

WHEREAS, pursuant to Section 21-203, City Code, formal City Commission acceptance of the Absolute Bill of Sale, Easement and Warranty Deed is required for the conveyance to be effective; and

WHEREAS, the Developer has provided a one-year Maintenance Bond in the amount of \$268,180.48 for the maintenance of the Improvements; and

WHEREAS, the one-year maintenance period will begin on the date of City Commission acceptance; and

WHEREAS, the City Manager recommends acceptance of the Improvements to serve the Project, and the associated Absolute Bill of Sale, Easement and Warranty Deed, as well as the release of Surety Bond No. K40550811 in the amount of \$2,208,421.88, and the acceptance of the required one-year Maintenance Bond in the amount of \$268,180.48 for the maintenance of the Improvements; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, Easement and Warranty Deed from the Developer, for the Improvements to serve the Project, and to release Surety Bond No. K40550811 in the amount of \$2,208,421.88, and accept the required one-year Maintenance Bond in the amount of \$268,180.48 for the maintenance of the Improvements.

Temp. Reso. No. 8689

3/25/26

5/13/26

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it accepts from Developer the Improvements installed to serve the Project, and the associated Absolute Bill of Sale, Easement and Warranty Deed with said conveyance to be made by the documents in the form attached hereto as Exhibit “A,” together with any non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That it authorizes the release of Surety Bond in the amount of \$2,208,421.88 and accept the required one-year Maintenance Bond in the amount of \$268,180.48 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale, Easements and Warranty Deed shall be recorded in the Public Records of Broward County, Florida, with the actual cost of recording and the actual recording to be paid by the Developer with the original of the recorded documents returned to the City.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8689

3/25/26

5/13/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A" COMPOSITE EXHIBITS

Includes:

- Absolute Bill of Sale
- Warranty
- Waiver and Release of Lien
- No Lien Affidavit
- Easement
- Opinion of Title
- Warranty Deed
- Opinion of Title for Warranty Deed
- Maintenance Bond

This instrument prepared by:
Lauren Deutch, Esq.
Nelson Mullins Riley & Scarborough LLP
2 South Biscayne Blvd.
21st Floor
Miami, FL 33131

Upon Recording Return To:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

PCN:514025-10-0010

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by FC Miramar Phase III, LLC, a Florida limited liability company (Grantor) to the City of Miramar, a municipality organized under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, delivers, and transfers to grants, bargains, sells, and transfers to Grantee and Grantee's successors and assigns, forever the following goods and chattels (the Personalty): Water, Sewer upon that certain real property located in the City of Miramar, Broward County, Florida, as shown on the attached Exhibit A and which Personalty is more particularly described in the attached Exhibit B, which exhibits are hereby incorporated in this instrument by this reference constructed to serve Miramar Station Phase I.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that Grantor will warrant and defend the sale of the Personalty against the lawful claims and demands of all persons whomsoever.

[Signature Page to Bill of Sale]

"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:
 **GUNTER GROUP, INC.**
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073

EXHIBIT A

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Utility Easement located in a Parcel of Land, being a portion of Lot 1 and Lot 2, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Portion "A":

Commence at the Southeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, N01°48'56"W, 373.30 feet; to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence S89°44'56"W, 3.66 feet to a point; thence N45°15'04"W, 13.72 feet to a point; thence S89°44'56"W, 26.22 feet to a Point "A"; thence N00°15'04"W, 10.35 feet to a point; thence N11°30'04"W, 139.76 feet to a point; thence N00°15'04"W, 162.35 feet to the point of termination of this portion of the Utility Easement.

From Point "A", thence S00°15'04"E, 224.00 feet to a point; thence S89°44'56"W, 40.00 feet to Point "B"; thence S89°44'56"W, 11.00 feet to Point "C"; thence S89°44'56"W, 89.00 feet to a point; thence N00°15'04"W, 17.67 feet to Point "D"; thence N00°15'04"W, 187.68 feet to a point; thence N00°15'04"W, 39.00 feet to Point "E"; thence N89°44'56"E, 93.24 feet to a point; thence N38°07'39"E, 31.04 feet to a point; thence N13°29'37"W, 22.71 feet to Point "F"; thence N13°29'37"W, 7.74 feet to Point "G"; thence N13°29'37"W, 55.91 feet to a point; thence N00°15'04"W, 151.43 feet to Point "H"; thence N00°15'04"W, 29.59 feet to the point of termination of this portion of the Utility Easement.

From Point "E", thence S89°44'56"W, 234.00 feet to a point; thence N00°15'04"W, 20.60 feet to a point; thence S89°44'56"W, 11.43 feet to Point "I"; thence N00°15'04"W, 88.10 feet to Point "J"; thence N00°15'04"W, 38.96 feet to Point "K"; thence N00°15'04"W, 75.18 feet to a point; thence N45°15'04"W, 91.92 feet to a point; thence S89°44'56"W, 103.07 feet to Point "L"; thence S89°44'56"W, 269.16 feet to Point "M"; thence N45°15'04"W, 9.90 feet to a point; thence S89°44'56"W, 195.48 feet to Point "N"; thence S89°44'56"W, 41.69 feet to Point "O"; thence S89°44'56"W, 34.01 feet to the point of termination of this portion of the Utility Easement.

From Point "I", thence S00°15'04"E, 40.60 feet to Point "Y"; thence N89°44'56"E, 147.93 feet to Point "Z"; thence N89°44'56"E, 84.74 feet to a point; thence S00°15'04"E, 19.00 feet to a point; thence N89°44'56"E, 12.76 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "Y", thence S00°15'04"E, 135.89 feet to Point "C-1"; thence S00°15'04"E, 119.70 feet to Point "D-1"; thence S89°44'56"W, 13.51 feet to Point "E-1"; thence S89°44'56"W, 15.35 feet to the point of termination of this portion of the Utility Easement.

From Point "L", thence S00°15'04"E, 20.00 feet to a point; thence S89°44'56"W, 249.16 feet to a point; thence S89°44'56"W, 7.21 feet to Point P; thence S89°44'56"W, 153.11 feet to a point; thence S00°15'04"E, 257.83 feet to Point "Q"; thence S01°49'55"E, 23.92 feet to the point of termination of this portion of the Utility Easement.

From Point "P", thence S00°15'04"E, 28.00 feet to Point "R"; thence S00°15'04"E, 39.84 feet to a point; thence S22°14'56"W, 44.01 feet to Point "S"; thence S22°14'56"W, 52.98 feet to Point "T"; thence S22°14'56"W, 3.15 feet to a point; thence S00°15'04"E, 60.88 feet to Point "F-1"; thence S00°15'08"E, 43.36 feet to Point "G-1"; thence S00°14'46"E, 17.14 feet to the point of termination of this portion of the Utility Easement.

From Point "T", thence S67°45'04"E, 27.16 feet to a point; thence N89°44'56"E, 118.39 feet to Point "U"; thence N89°44'56"E, 12.15 feet to a point; thence S00°15'04"E, 100.00 feet to Point "V"; thence N89°44'56"E, 291.19 feet to a point; thence N45°15'04"W, 29.13 feet to a point; thence N45°15'04"W, 5.94 feet to the Point of termination of this portion of the Utility Easement.

From Point "V", thence S00°15'04"E, 20.00 feet to a point; thence N89°44'56"E, 158.43 feet to Point "W"; thence S89°44'56"W, 127.49 feet to Point "X"; thence S89°44'56"W, 20.00 feet to Point "Y" and the point of termination of this portion of the Utility Easement.

From Point "X", thence S00°15'04"E, 73.88 feet to Point "A-1"; thence S00°15'04"E, 115.45 feet to a point; thence S07°26'13"W, 34.14 feet to Point "B-1"; thence S07°26'13"W, 31.36 feet to a point; thence S07°26'13"W, 33.82 feet to a point; thence S83°32'14"E, 85.00 feet to the point of termination of this portion of the Utility Easement.

From Point "B", thence N00°15'04"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "C", thence S00°15'04"E, 36.00 feet to the point of termination of this portion of the Utility Easement.

From Point "D", thence S89°44'56"W, 25.64 feet to the point of termination of this portion of the Utility Easement.

From Point "F", thence S78°29'56"W, 9.15 feet to a point; thence N11°30'04"W, 7.74 feet to the point of termination of this portion of the Utility Easement.

From Point "G", thence S78°29'56"W, 8.88 feet to a point; thence S78°29'56"W, 18.63 feet to the point of termination of this portion of the Utility Easement.

From Point "H", thence S89°44'56"W, 18.88 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "J", thence S89°44'56"W, 52.09 feet to the point of termination of this portion of the Utility Easement.

From Point "K", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "M", thence S45°15'04"E, 28.28 feet to the point of termination of this portion of the Utility Easement.

From Point "N", thence S00°15'04"E, 51.81 feet to the point of termination of this portion of the Utility Easement.

From Point "O", thence S00°15'04"E, 64.93 feet to the point of termination of this portion of the Utility Easement.

From Point "Q", thence S86°52'34"E, 114.99 feet to Point "G-1" and the point of termination of this portion of the Utility Easement.

From Point "R", thence S89°44'56"W, 29.63 feet to the point of termination of this portion of the Utility Easement.

From Point "S", thence S67°45'04"E, 43.97 feet to the point of termination of this portion of the Utility Easement.

From Point "U", thence N00°15'04"W, 46.00 feet to the point of termination of this portion of the Utility Easement.

From Point "W", thence S00°15'04"E, 21.72 feet to the point of termination of this portion of the Utility Easement.

From Point "Z", thence S00°15'04"E, 26.00 feet to the point of termination of this portion of the Utility Easement.

From Point "A-1", thence S89°44'56"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "B-1", thence N45°15'04"W, 16.50 feet to a point; thence S89°44'56"W, 32.64 feet to the point of termination of this portion of the Utility Easement.

From Point "C-1", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "D-1", thence N89°44'56"E, 28.60 feet to the point of termination of this portion of the Utility Easement.

From Point "E-1", thence N02°44'34"E, 63.67 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "G-1", thence S86°52'34"E, 55.39 feet to a point; thence N89°44'56"E, 102.14 feet to Point "V" and the point of termination of this portion of the Utility Easement.

From Point "F-1", thence S89°44'56"W, 18.01 feet to the point of termination of this portion of the Utility Easement.

Portion "B":

Commence at the Southeasterly corner of said Lot 1; thence N86°34'02"W, 517.14 feet to a point on the Northerly Right-of-Way line of Miramar Parkway; thence N05°44'09"E, 145.70 feet to a point; thence S89°44'56"W, 112.40 feet to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence N00°15'04"W, 103.02 feet to a point; thence N45°29'10"W, 42.25 feet to the point of termination of this portion of the Utility Easement.

SURVEYOR'S NOTES:

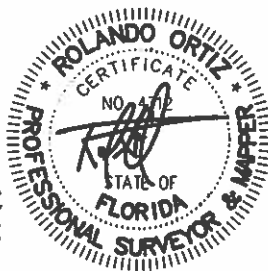
- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Rolando
Ortiz

Digitally signed by
Rolando Ortiz
Date: 2025.12.18
01:15:55 -05'00'

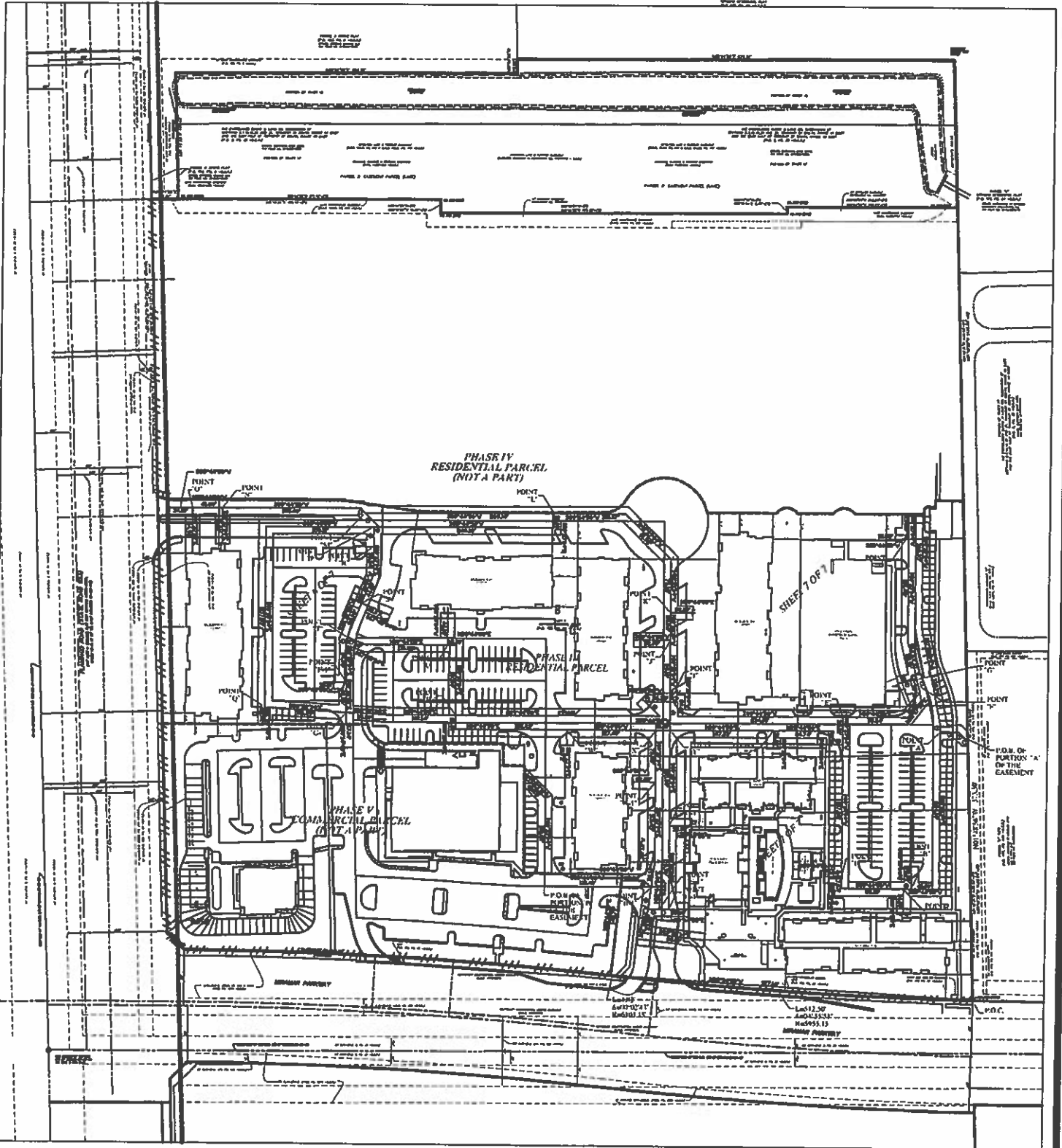
Date: 06-11-2025
Job No.: 20-32159-E
Sketch No.: 29717-E



By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 200 feet



NOT VALID WITHOUT SHEET 1-4 AND 6-7 OF 7

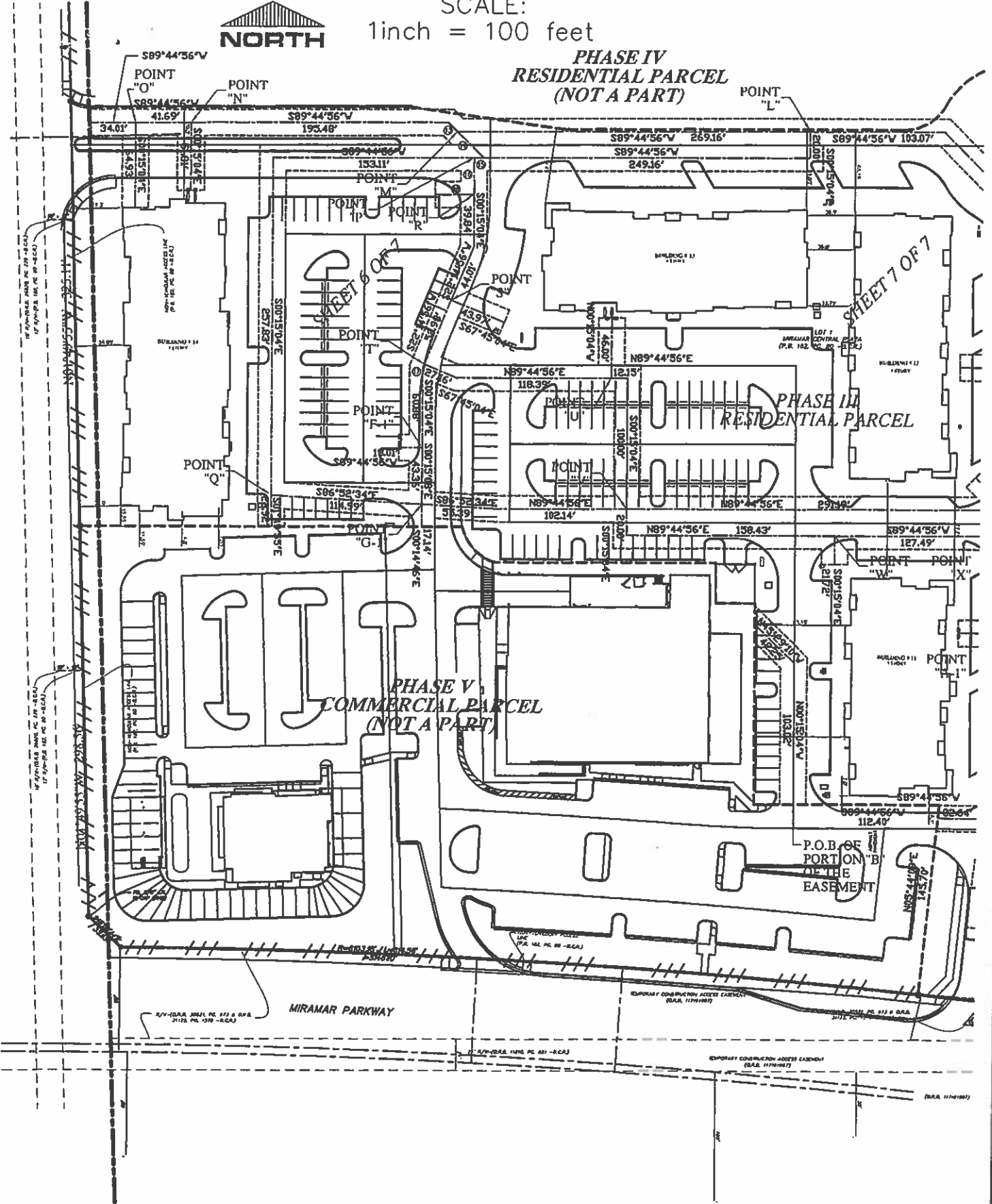
SHEET 5 OF 7

"SKETCH & LEGAL DESCRIPTION"



SCALE:
1 inch = 100 feet

**PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)**

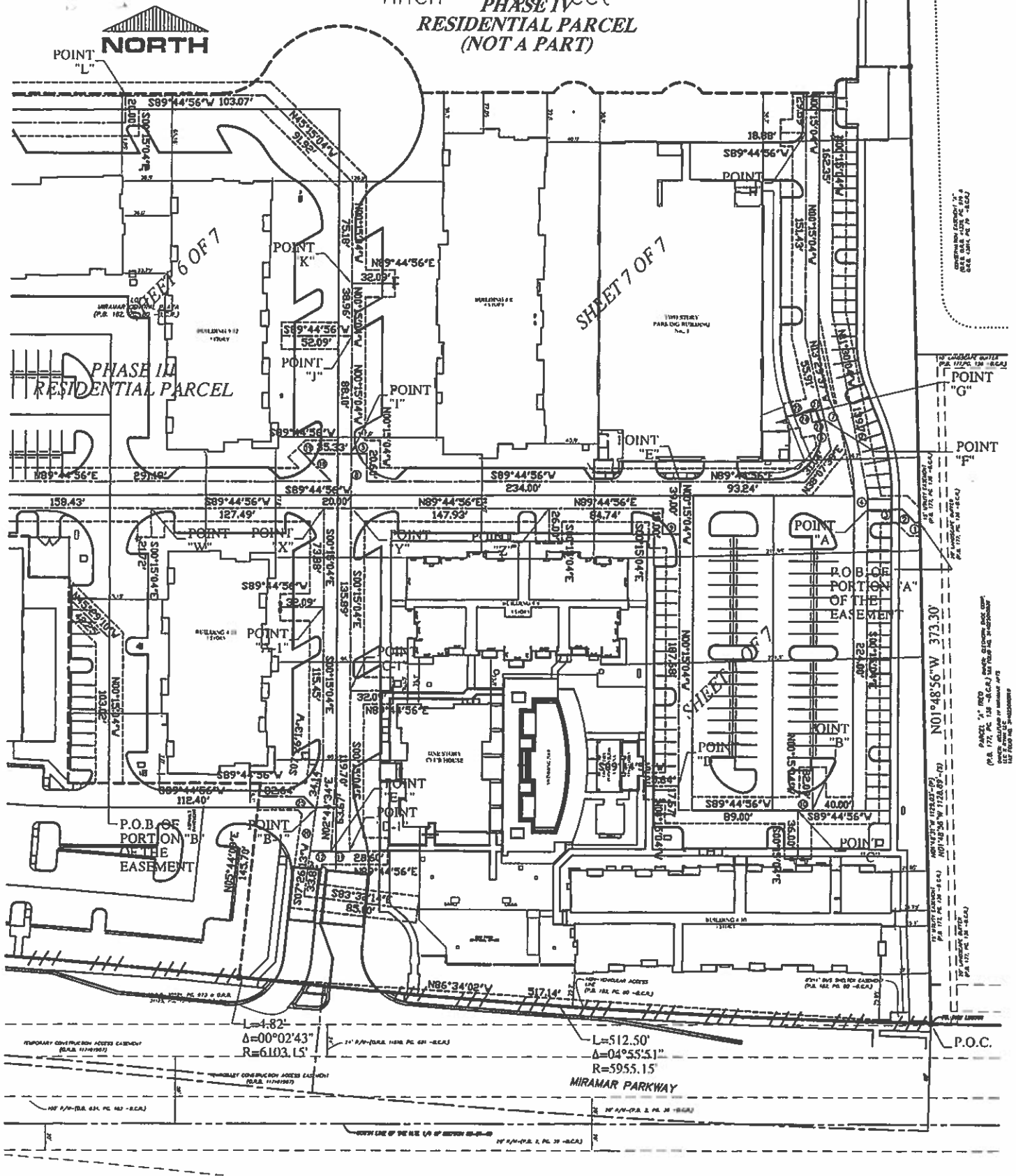


NOT VALID WITHOUT SHEET 1-5 AND 7 OF 7

SHEET 6 OF 7

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 100 feet
PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)



NOT VALID WITHOUT SHEET 1-6 OF 7

SHEET 7 OF 7



Sun-Tech
Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

EXHIBIT B
MIRAMAR STATION RESIDENTIAL
PHASE 1
CERTIFIED FINAL COST

WATER DISTRIBUTION SYSTEM

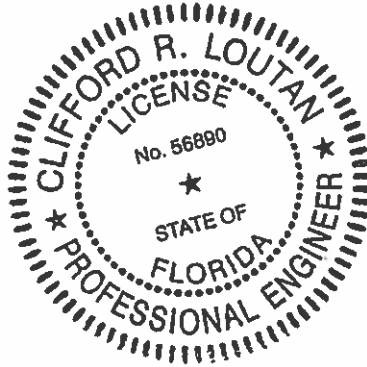
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	3445	LF	\$37.22	\$128,222.90
6" DIP WM	280	LF	\$29.50	\$8,260
4" DIP WM	600	LF	\$30.50	\$18,300
8" Gate Valves	12	EA	\$1,350	\$16,200
4" GV	11	EA	\$950	\$10,450
Fire Hydrant W/ GV	13	EA	\$4,210	\$54,730
3" Water Meter Service	6	EA	\$7,200	\$43,200
2" Water Meter Service	2	EA	\$5,200	\$10,400
5/8" Water Meter Service	1	EA	\$1,500	\$1,500
24" X 8" TSV	1	EA	\$22,850	\$22,850
Tie Into Exist WM	1	EA	\$1,500	\$1,500
Fittings	1	LS	\$21,200	\$21,200
Fill and Flush	2	EA	\$850	\$1,700
			Sub-Total	\$338,512.90

SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC 0-6' Cut	139	LF	\$34	\$4,726
8" PVC 6-8' Cut	769	LF	\$35	\$26,915
8" PVC 8-10' Cut	888	LF	\$39	\$34,632
8" PVC 10-12' Cut	355	LF	\$46	\$16,330
8" DIP 10-12' Cut	56	LF	\$141	\$7,896
Manhole 0-6' Deep	1	EA	\$4,310	\$4,310
Manhole 6-8' Deep	10	EA	\$4,410	\$44,410
Manhole 8-10' Deep	3	EA	\$4,710	\$14,130
Manhole 10-12' Deep	2	EA	\$5,210	\$10,420

Lift Station	1	EA	\$525,000	\$525,000
6" Sewer Lateral	14	EA	\$2,034	\$28,476
6" DIP FM	180	LF	\$65.50	\$11,790
MJ and Fittings	1	LS	\$5,174	\$5,174
		Sub-Total		\$734,209

BOND REQUIRED \$1,072,721.90 x 25% = \$268,180.48



Clifford R. Loutan
 Clifford Loutan, P.E. No. 56890

WARRANTY
(Corporate)

THIS WARRANTY made this _____ day of _____, 2026, by FC Miramar Phase III, LLC, a Limited Liability Company, (hereinafter referred to as "Warrantor"), whose address is 2811 Ponce de Leon Blvd, Suite 1010, Coral Gables, FL 33134, to the City of Miramar, a Florida Municipal Corporation (hereinafter referred to as "City"), whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

WHEREAS, the Warrantor has constructed or caused to be constructed the Water, Sewer improvements (hereinafter the "Facilities") to serve Miramar Station Phase 1 (name of Project);

WHEREAS, the Facilities are located upon real property described in Exhibit "A," attached hereto and by this reference incorporated herein; and more particularly described in Exhibit "B";

WHEREAS, the Warrantor is willing to warrant to the City the quality of materials and workmanship of the certain portions of the above described facilities for a period of 365 calendar days, commencing from the date of acceptance of those certain portions of the Facilities by the City described below;

WHEREAS, the City is willing to accept those portions of the above described Facilities up to and including water meters if, among other things, Warrantor executes this Warranty of performance; and

WHEREAS, the Warrantor affirms that it is the owner of the Facilities.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Warrantor warrants and agrees as follows:

1. That each of the foregoing recitals is incorporated herein and acknowledged by the Warrantor to be true and correct in all respects. That all the above described Facilities accepted by the City have been constructed in accordance with construction plans and specifications previously approved by and on file in the City.

2. That the Warrantor shall at no cost to the City maintain all parts of the above described Facilities accepted by the City in proper operation for a period of 365 days following the date of their acceptance by the City. Further, the Warrantor hereby warrants to the City that there are no defects, patent, latent, or otherwise, of materials or workmanship in the above referred to Facilities.


3. This Warranty shall be binding on the Warrantor, its successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.


FC Miramar Phase IV, LLC

[Name of Corporation], a Florida Limited Liability Company Corporation
By: FCI Residential Corporation,
a Florida corporation
Its: Sole Manager

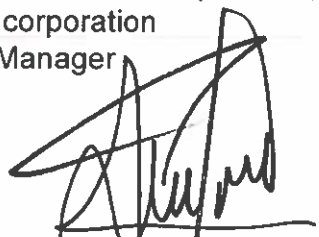
WITNESSES:



Print Name: ERNESTO GORZO
Address: 2811 Ponce De Leon Blvd
Suite 1010
Coral Gables, FL 33134



Print Name: Lissette Saballos
Address: 2811 Ponce De Leon Blvd
Suite 1010
Coral Gables, FL 33134



By: _____
Print Name: Juan Porro
Title: Vice President

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Miami-Dade)

THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of January, 2026, by Juan C. Porro, Vice President as FCI Residential Corporation, Manger of FC Miramar Phase III, LLC a personally known to me () or has produced _____, as identification.

SEAL

NOTARY PUBLIC



My Commission Expires: April 19, 2027

Print or Type Name of Notary Public

Lissette Saballos



"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:

 **GUNTER GROUP, INC.**

LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507

9350 S.W. 22nd TERRACE

MIAMI, FLORIDA 33165

(305) 220-0073

LEGAL DESCRIPTION:

Exhibit A

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Utility Easement located in a Parcel of Land, being a portion of Lot 1 and Lot 2, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Portion "A":

Commence at the Southeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, N01°48'56"W, 373.30 feet; to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence S89°44'56"W, 3.66 feet to a point; thence N45°15'04"W, 13.72 feet to a point; thence S89°44'56"W, 26.22 feet to a Point "A"; thence N00°15'04"W, 10.35 feet to a point; thence N11°30'04"W, 139.76 feet to a point; thence N00°15'04"W, 162.35 feet to the point of termination of this portion of the Utility Easement.

From Point "A", thence S00°15'04"E, 224.00 feet to a point; thence S89°44'56"W, 40.00 feet to Point "B"; thence S89°44'56"W, 11.00 feet to Point "C"; thence S89°44'56"W, 89.00 feet to a point; thence N00°15'04"W, 17.67 feet to Point "D"; thence N00°15'04"W, 187.68 feet to a point; thence N00°15'04"W, 39.00 feet to Point "E"; thence N89°44'56"E, 93.24 feet to a point; thence N38°07'39"E, 31.04 feet to a point; thence N13°29'37"W, 22.71 feet to Point "F"; thence N13°29'37"W, 7.74 feet to Point "G"; thence N13°29'37"W, 55.91 feet to a point; thence N00°15'04"W, 151.43 feet to Point "H"; thence N00°15'04"W, 29.59 feet to the point of termination of this portion of the Utility Easement.

From Point "E", thence S89°44'56"W, 234.00 feet to a point; thence N00°15'04"W, 20.60 feet to a point; thence S89°44'56"W, 11.43 feet to Point "I"; thence N00°15'04"W, 88.10 feet to Point "J"; thence N00°15'04"W, 38.96 feet to Point "K"; thence N00°15'04"W, 75.18 feet to a point; thence N45°15'04"W, 91.92 feet to a point; thence S89°44'56"W, 103.07 feet to Point "L"; thence S89°44'56"W, 269.16 feet to Point "M"; thence N45°15'04"W, 9.90 feet to a point; thence S89°44'56"W, 195.48 feet to Point "N"; thence S89°44'56"W, 41.69 feet to Point "O"; thence S89°44'56"W, 34.01 feet to the point of termination of this portion of the Utility Easement.

From Point "I", thence S00°15'04"E, 40.60 feet to Point "Y"; thence N89°44'56"E, 147.93 feet to Point "Z"; thence N89°44'56"E, 84.74 feet to a point; thence S00°15'04"E, 19.00 feet to a point; thence N89°44'56"E, 12.76 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "Y", thence $S00^{\circ}15'04''E$, 135.89 feet to Point "C-1"; thence $S00^{\circ}15'04''E$, 119.70 feet to Point "D-1"; thence $S89^{\circ}44'56''W$, 13.51 feet to Point "E-1"; thence $S89^{\circ}44'56''W$, 15.35 feet to the point of termination of this portion of the Utility Easement.

From Point "L", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $S89^{\circ}44'56''W$, 249.16 feet to a point; thence $S89^{\circ}44'56''W$, 7.21 feet to Point P; thence $S89^{\circ}44'56''W$, 153.11 feet to a point; thence $S00^{\circ}15'04''E$, 257.83 feet to Point "Q"; thence $S01^{\circ}49'55''E$, 23.92 feet to the point of termination of this portion of the Utility Easement.

From Point "P", thence $S00^{\circ}15'04''E$, 28.00 feet to Point "R"; thence $S00^{\circ}15'04''E$, 39.84 feet to a point; thence $S22^{\circ}14'56''W$, 44.01 feet to Point "S"; thence $S22^{\circ}14'56''W$, 52.98 feet to Point "T"; thence $S22^{\circ}14'56''W$, 3.15 feet to a point; thence $S00^{\circ}15'04''E$, 60.88 feet to Point "F-1"; thence $S00^{\circ}15'08''E$, 43.36 feet to Point "G-1"; thence $S00^{\circ}14'46''E$, 17.14 feet to the point of termination of this portion of the Utility Easement.

From Point "T", thence $S67^{\circ}45'04''E$, 27.16 feet to a point; thence $N89^{\circ}44'56''E$, 118.39 feet to Point "U"; thence $N89^{\circ}44'56''E$, 12.15 feet to a point; thence $S00^{\circ}15'04''E$, 100.00 feet to Point "V"; thence $N89^{\circ}44'56''E$, 291.19 feet to a point; thence $N45^{\circ}15'04''W$, 29.13 feet to a point; thence $N45^{\circ}15'04''W$, 5.94 feet to the Point of termination of this portion of the Utility Easement.

From Point "V", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $N89^{\circ}44'56''E$, 158.43 feet to Point "W"; thence $S89^{\circ}44'56''W$, 127.49 feet to Point "X"; thence $S89^{\circ}44'56''W$, 20.00 feet to Point "Y" and the point of termination of this portion of the Utility Easement.

From Point "X", thence $S00^{\circ}15'04''E$, 73.88 feet to Point "A-1"; thence $S00^{\circ}15'04''E$, 115.45 feet to a point; thence $S07^{\circ}26'13''W$, 34.14 feet to Point "B-1"; thence $S07^{\circ}26'13''W$, 31.36 feet to a point; thence $S07^{\circ}26'13''W$, 33.82 feet to a point; thence $S83^{\circ}32'14''E$, 85.00 feet to the point of termination of this portion of the Utility Easement.

From Point "B", thence $N00^{\circ}15'04''W$, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "C", thence $S00^{\circ}15'04''E$, 36.00 feet to the point of termination of this portion of the Utility Easement.

From Point "D", thence $S89^{\circ}44'56''W$, 25.64 feet to the point of termination of this portion of the Utility Easement.

From Point "F", thence $S78^{\circ}29'56''W$, 9.15 feet to a point; thence $N11^{\circ}30'04''W$, 7.74 feet to the point of termination of this portion of the Utility Easement.

From Point "G", thence $S78^{\circ}29'56''W$, 8.88 feet to a point; thence $S78^{\circ}29'56''W$, 18.63 feet to the point of termination of this portion of the Utility Easement.

From Point "H", thence $S89^{\circ}44'56''W$, 18.88 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "J", thence S89°44'56"W, 52.09 feet to the point of termination of this portion of the Utility Easement.

From Point "K", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "M", thence S45°15'04"E, 28.28 feet to the point of termination of this portion of the Utility Easement.

From Point "N", thence S00°15'04"E, 51.81 feet to the point of termination of this portion of the Utility Easement.

From Point "O", thence S00°15'04"E, 64.93 feet to the point of termination of this portion of the Utility Easement.

From Point "Q", thence S86°52'34"E, 114.99 feet to Point "G-1" and the point of termination of this portion of the Utility Easement.

From Point "R", thence S89°44'56"W, 29.63 feet to the point of termination of this portion of the Utility Easement.

From Point "S", thence S67°45'04"E, 43.97 feet to the point of termination of this portion of the Utility Easement.

From Point "U", thence N00°15'04"W, 46.00 feet to the point of termination of this portion of the Utility Easement.

From Point "W", thence S00°15'04"E, 21.72 feet to the point of termination of this portion of the Utility Easement.

From Point "Z", thence S00°15'04"E, 26.00 feet to the point of termination of this portion of the Utility Easement.

From Point "A-1", thence S89°44'56"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "B-1", thence N45°15'04"W, 16.50 feet to a point; thence S89°44'56"W, 32.64 feet to the point of termination of this portion of the Utility Easement.

From Point "C-1", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "D-1", thence N89°44'56"E, 28.60 feet to the point of termination of this portion of the Utility Easement.

From Point "E-1", thence N02°44'34"E, 63.67 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "G-1", thence S86°52'34"E, 55.39 feet to a point; thence N89°44'56"E, 102.14 feet to Point "V" and the point of termination of this portion of the Utility Easement.

From Point "F-1", thence S89°44'56"W, 18.01 feet to the point of termination of this portion of the Utility Easement.

Portion "B":

Commence at the Southeasterly corner of said Lot 1; thence N86°34'02"W, 517.14 feet to a point on the Northerly Right-of-Way line of Miramar Parkway; thence N05°44'09"E, 145.70 feet to a point; thence S89°44'56"W, 112.40 feet to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence N00°15'04"W, 103.02 feet to a point; thence N45°29'10"W, 42.25 feet to the point of termination of this portion of the Utility Easement.

SURVEYOR'S NOTES:

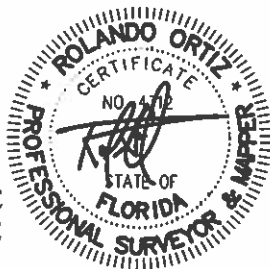
- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Rolando
Ortiz

Digitally signed by
Rolando Ortiz
Date: 2025.12.18
01:15:55 -05'00'

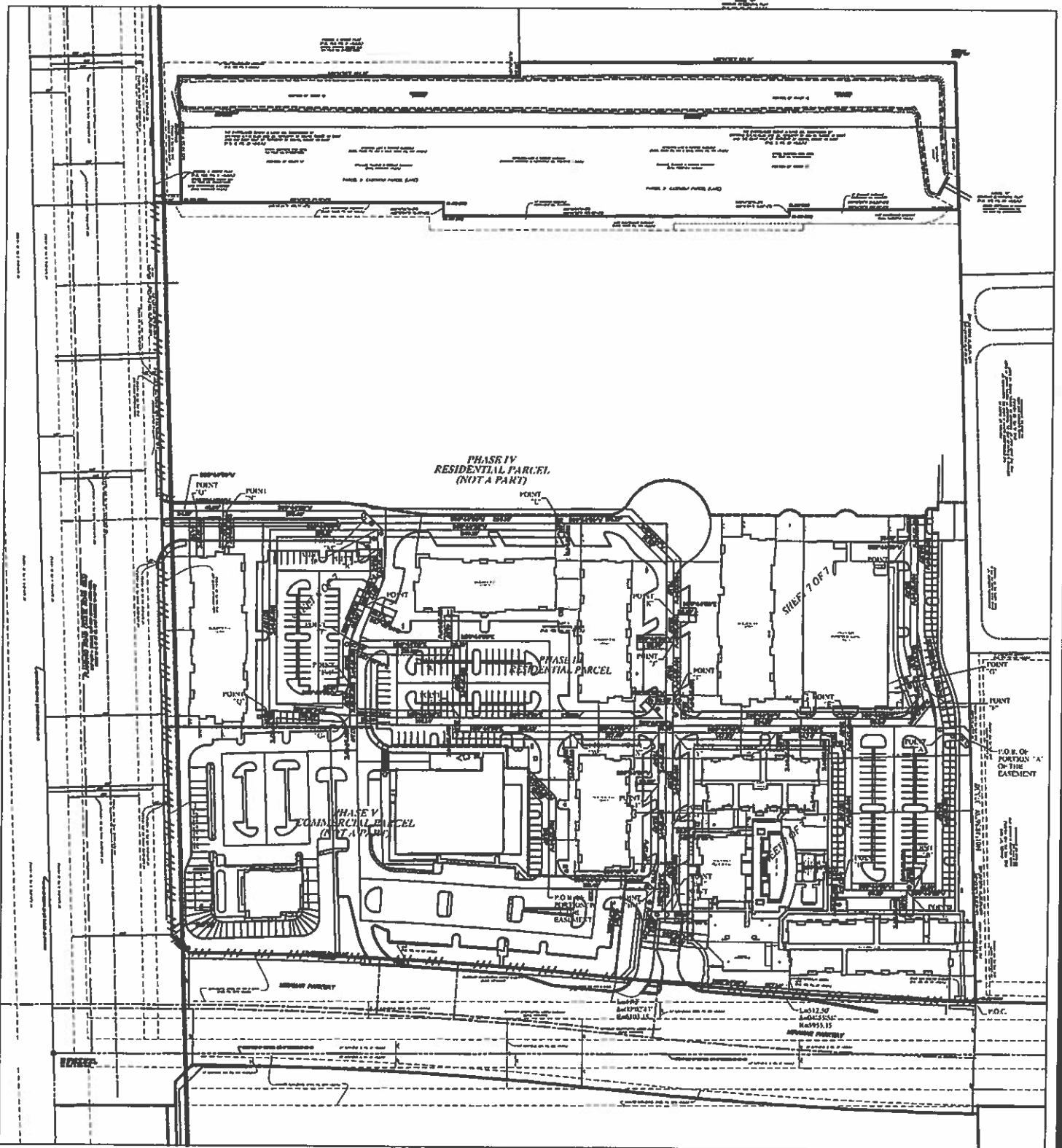
Date: 06-11-2025
Job No.: 20-32159-E
Sketch No.: 29717-E



By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 200 feet



NOT VALID WITHOUT SHEET 1-4 AND 6-7 OF 7

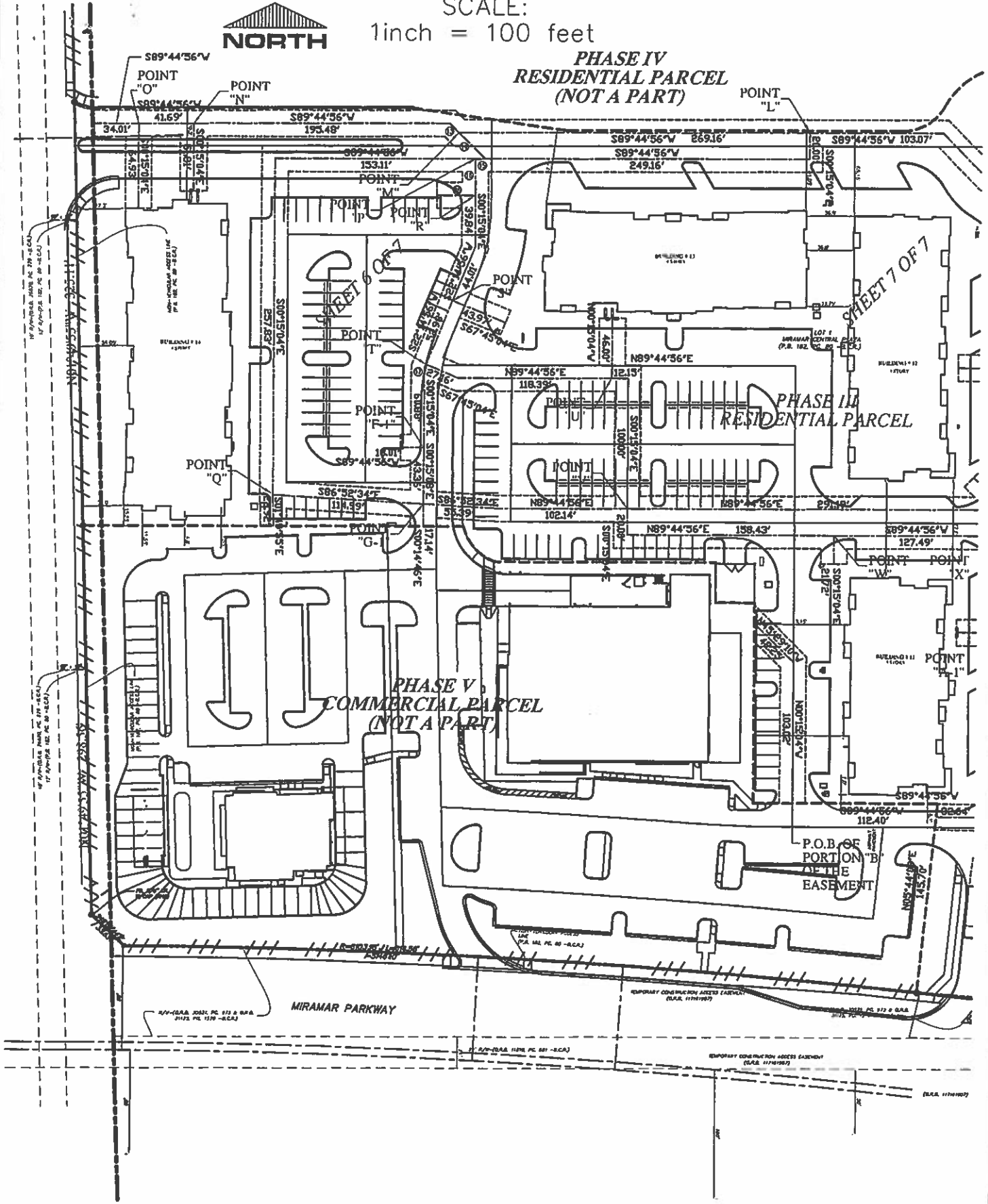
SHEET 5 OF 7

"SKETCH & LEGAL DESCRIPTION"



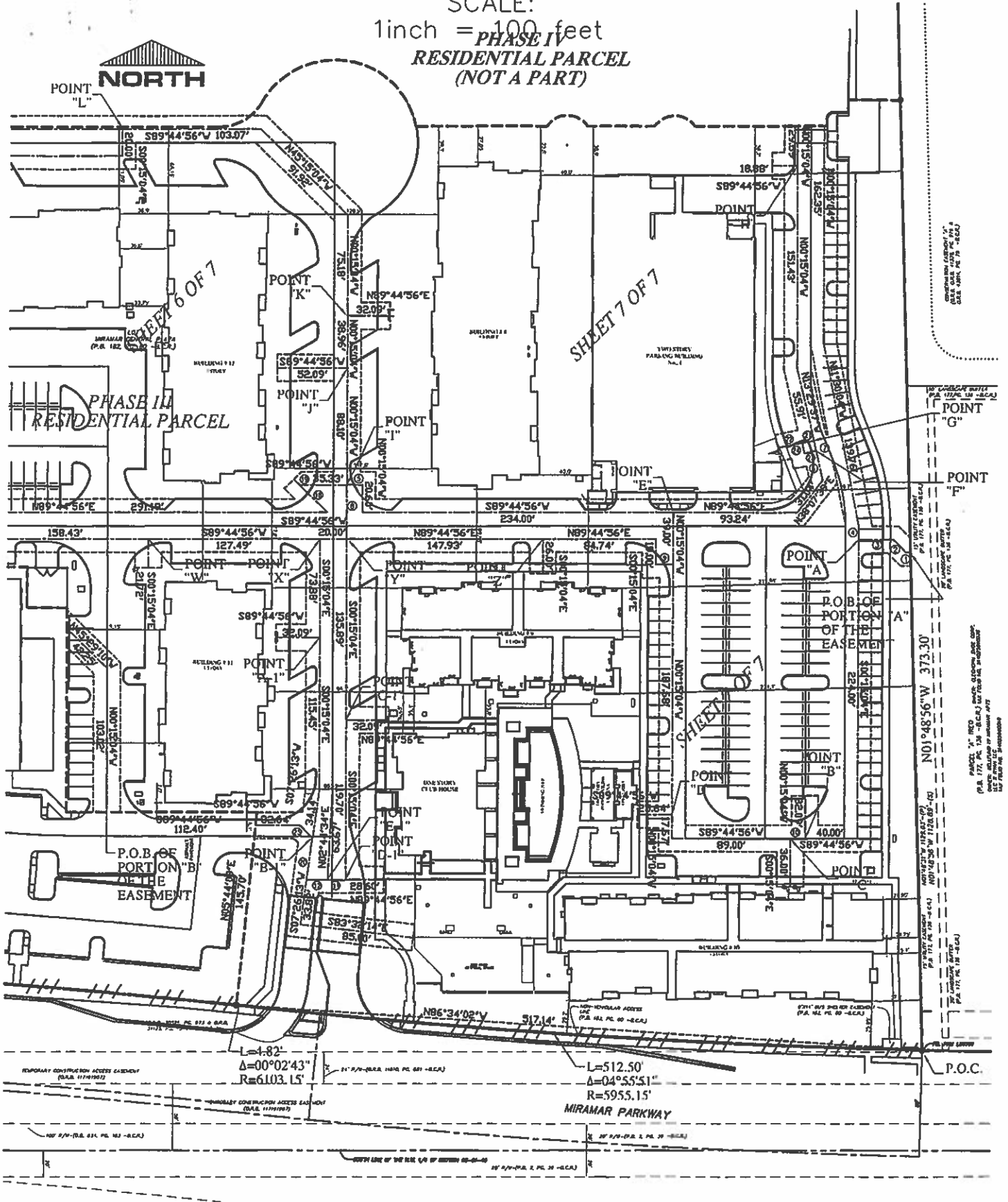
SCALE:
1 inch = 100 feet

PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)



"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 100 feet
PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)



NOT VALID WITHOUT SHEET 1-6 OF 7

SHEET 7 OF 7



Sun-Tech
Engineering, Inc.
 Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
 Sunrise, FL 33351
 www.suntecheng.com

Certificate of Auth. #7097/LB 7019
 Phone (954) 777-3123
 Fax (954) 777-3114

EXHIBIT B
MIRAMAR STATION RESIDENTIAL
PHASE 1
CERTIFIED FINAL COST

WATER DISTRUBUTION SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	3445	LF	\$37.22	\$128,222.90
6" DIP WM	280	LF	\$29.50	\$8,260
4" DIP WM	600	LF	\$30.50	\$18,300
8" Gate Valves	12	EA	\$1,350	\$16,200
4" GV	11	EA	\$950	\$10,450
Fire Hydrant W/ GV	13	EA	\$4,210	\$54,730
3" Water Meter Service	6	EA	\$7,200	\$43,200
2" Water Meter Service	2	EA	\$5,200	\$10,400
5/8" Water Meter Service	1	EA	\$1,500	\$1,500
24" X 8" TSV	1	EA	\$22,850	\$22,850
Tie Into Exist WM	1	EA	\$1,500	\$1,500
Fittings	1	LS	\$21,200	\$21,200
Fill and Flush	2	EA	\$850	\$1,700
			Sub-Total	\$338,512.90

SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC 0-6' Cut	139	LF	\$34	\$4,726
8" PVC 6-8' Cut	769	LF	\$35	\$26,915
8" PVC 8-10' Cut	888	LF	\$39	\$34,632
8" PVC 10-12' Cut	355	LF	\$46	\$16,330
8" DIP 10-12' Cut	56	LF	\$141	\$7,896
Manhole 0-6' Deep	1	EA	\$4,310	\$4,310
Manhole 6-8' Deep	10	EA	\$4,410	\$44,410
Manhole 8-10' Deep	3	EA	\$4,710	\$14,130
Manhole 10-12' Deep	2	EA	\$5,210	\$10,420

Lift Station	1	EA	\$525.000	\$525,000
6" Sewer Lateral	14	EA	\$2,034	\$28,476
6" DIP FM	180	LF	\$65.50	\$11,790
MJ and Fittings	1	LS	\$5,174	\$5,174
		Sub-Total		\$734,209

BOND REQUIRED \$1,072,721.90 x 25% = \$268,180.48

Clifford Loutan, P.E. No. 56890

WAIVER AND RELEASE OF LIEN
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that Downrite Engineering, Corp in consideration of payment in the sum of \$10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve Miramar Station Phase 1 located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until March 25 2022 (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this 6th day of April, 2022

WITNESSETH:

Jennifer Takser
Jennifer Takser

Downrite Engineering, Corp

Name of Corporation

By: Sam Lobue
Name: Sam Lobue

Title: President

"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:

 **GUNTER GROUP, INC.**

LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507

9350 S.W. 22nd TERRACE

MIAMI, FLORIDA 33165

(305) 220-0073

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Utility Easement located in a Parcel of Land, being a portion of Lot 1 and Lot 2, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Portion "A":

Commence at the Southeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, N01°48'56"W, 373.30 feet; to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence S89°44'56"W, 3.66 feet to a point; thence N45°15'04"W, 13.72 feet to a point; thence S89°44'56"W, 26.22 feet to a Point "A"; thence N00°15'04"W, 10.35 feet to a point; thence N11°30'04"W, 139.76 feet to a point; thence N00°15'04"W, 162.35 feet to the point of termination of this portion of the Utility Easement.

From Point "A", thence S00°15'04"E, 224.00 feet to a point; thence S89°44'56"W, 40.00 feet to Point "B"; thence S89°44'56"W, 11.00 feet to Point "C"; thence S89°44'56"W, 89.00 feet to a point; thence N00°15'04"W, 17.67 feet to Point "D"; thence N00°15'04"W, 187.68 feet to a point; thence N00°15'04"W, 39.00 feet to Point "E"; thence N89°44'56"E, 93.24 feet to a point; thence N38°07'39"E, 31.04 feet to a point; thence N13°29'37"W, 22.71 feet to Point "F"; thence N13°29'37"W, 7.74 feet to Point "G"; thence N13°29'37"W, 55.91 feet to a point; thence N00°15'04"W, 151.43 feet to Point "H"; thence N00°15'04"W, 29.59 feet to the point of termination of this portion of the Utility Easement.

From Point "E", thence S89°44'56"W, 234.00 feet to a point; thence N00°15'04"W, 20.60 feet to a point; thence S89°44'56"W, 11.43 feet to Point "I"; thence N00°15'04"W, 88.10 feet to Point "J"; thence N00°15'04"W, 38.96 feet to Point "K"; thence N00°15'04"W, 75.18 feet to a point; thence N45°15'04"W, 91.92 feet to a point; thence S89°44'56"W, 103.07 feet to Point "L"; thence S89°44'56"W, 269.16 feet to Point "M"; thence N45°15'04"W, 9.90 feet to a point; thence S89°44'56"W, 195.48 feet to Point "N"; thence S89°44'56"W, 41.69 feet to Point "O"; thence S89°44'56"W, 34.01 feet to the point of termination of this portion of the Utility Easement.

From Point "I", thence S00°15'04"E, 40.60 feet to Point "Y"; thence N89°44'56"E, 147.93 feet to Point "Z"; thence N89°44'56"E, 84.74 feet to a point; thence S00°15'04"E, 19.00 feet to a point; thence N89°44'56"E, 12.76 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "Y", thence S00°15'04"E, 135.89 feet to Point "C-1"; thence S00°15'04"E, 119.70 feet to Point "D-1"; thence S89°44'56"W, 13.51 feet to Point "E-1"; thence S89°44'56"W, 15.35 feet to the point of termination of this portion of the Utility Easement.

From Point "L", thence S00°15'04"E, 20.00 feet to a point; thence S89°44'56"W, 249.16 feet to a point; thence S89°44'56"W, 7.21 feet to Point P; thence S89°44'56"W, 153.11 feet to a point; thence S00°15'04"E, 257.83 feet to Point "Q"; thence S01°49'55"E, 23.92 feet to the point of termination of this portion of the Utility Easement.

From Point "P", thence S00°15'04"E, 28.00 feet to Point "R"; thence S00°15'04"E, 39.84 feet to a point; thence S22°14'56"W, 44.01 feet to Point "S"; thence S22°14'56"W, 52.98 feet to Point "T"; thence S22°14'56"W, 3.15 feet to a point; thence S00°15'04"E, 60.88 feet to Point "F-1"; thence S00°15'08"E, 43.36 feet to Point "G-1"; thence S00°14'46"E, 17.14 feet to the point of termination of this portion of the Utility Easement.

From Point "T", thence S67°45'04"E, 27.16 feet to a point; thence N89°44'56"E, 118.39 feet to Point "U"; thence N89°44'56"E, 12.15 feet to a point; thence S00°15'04"E, 100.00 feet to Point "V"; thence N89°44'56"E, 291.19 feet to a point; thence N45°15'04"W, 29.13 feet to a point; thence N45°15'04"W, 5.94 feet to the Point of termination of this portion of the Utility Easement.

From Point "V", thence S00°15'04"E, 20.00 feet to a point; thence N89°44'56"E, 158.43 feet to Point "W"; thence S89°44'56"W, 127.49 feet to Point "X"; thence S89°44'56"W, 20.00 feet to Point "Y" and the point of termination of this portion of the Utility Easement.

From Point "X", thence S00°15'04"E, 73.88 feet to Point "A-1"; thence S00°15'04"E, 115.45 feet to a point; thence S07°26'13"W, 34.14 feet to Point "B-1"; thence S07°26'13"W, 31.36 feet to a point; thence S07°26'13"W, 33.82 feet to a point; thence S83°32'14"E, 85.00 feet to the point of termination of this portion of the Utility Easement.

From Point "B", thence N00°15'04"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "C", thence S00°15'04"E, 36.00 feet to the point of termination of this portion of the Utility Easement.

From Point "D", thence S89°44'56"W, 25.64 feet to the point of termination of this portion of the Utility Easement.

From Point "F", thence S78°29'56"W, 9.15 feet to a point; thence N11°30'04"W, 7.74 feet to the point of termination of this portion of the Utility Easement.

From Point "G", thence S78°29'56"W, 8.88 feet to a point; thence S78°29'56"W, 18.63 feet to the point of termination of this portion of the Utility Easement.

From Point "H", thence S89°44'56"W, 18.88 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "J", thence S89°44'56"W, 52.09 feet to the point of termination of this portion of the Utility Easement.

From Point "K", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "M", thence S45°15'04"E, 28.28 feet to the point of termination of this portion of the Utility Easement.

From Point "N", thence S00°15'04"E, 51.81 feet to the point of termination of this portion of the Utility Easement.

From Point "O", thence S00°15'04"E, 64.93 feet to the point of termination of this portion of the Utility Easement.

From Point "Q", thence S86°52'34"E, 114.99 feet to Point "G-1" and the point of termination of this portion of the Utility Easement.

From Point "R", thence S89°44'56"W, 29.63 feet to the point of termination of this portion of the Utility Easement.

From Point "S", thence S67°45'04"E, 43.97 feet to the point of termination of this portion of the Utility Easement.

From Point "U", thence N00°15'04"W, 46.00 feet to the point of termination of this portion of the Utility Easement.

From Point "W", thence S00°15'04"E, 21.72 feet to the point of termination of this portion of the Utility Easement.

From Point "Z", thence S00°15'04"E, 26.00 feet to the point of termination of this portion of the Utility Easement.

From Point "A-1", thence S89°44'56"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "B-1", thence N45°15'04"W, 16.50 feet to a point; thence S89°44'56"W, 32.64 feet to the point of termination of this portion of the Utility Easement.

From Point "C-1", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "D-1", thence N89°44'56"E, 28.60 feet to the point of termination of this portion of the Utility Easement.

From Point "E-1", thence N02°44'34"E, 63.67 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "G-1", thence S86°52'34"E, 55.39 feet to a point; thence N89°44'56"E, 102.14 feet to Point "V" and the point of termination of this portion of the Utility Easement.

From Point "F-1", thence S89°44'56"W, 18.01 feet to the point of termination of this portion of the Utility Easement.

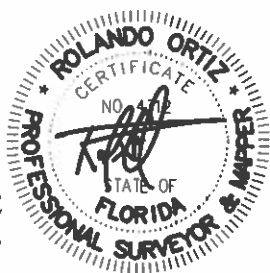
Portion "B":

Commence at the Southeasterly corner of said Lot 1; thence N86°34'02"W, 517.14 feet to a point on the Northerly Right-of-Way line of Miramar Parkway; thence N05°44'09"E, 145.70 feet to a point; thence S89°44'56"W, 112.40 feet to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence N00°15'04"W, 103.02 feet to a point; thence N45°29'10"W, 42.25 feet to the point of termination of this portion of the Utility Easement.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.



Date: 06-11-2025
Job No.: 20-32159-E
Sketch No.: 29717-E

Rolando
Ortiz

Digitally signed by
Rolando Ortiz
Date: 2025.12.18
01:15:55 -05'00'

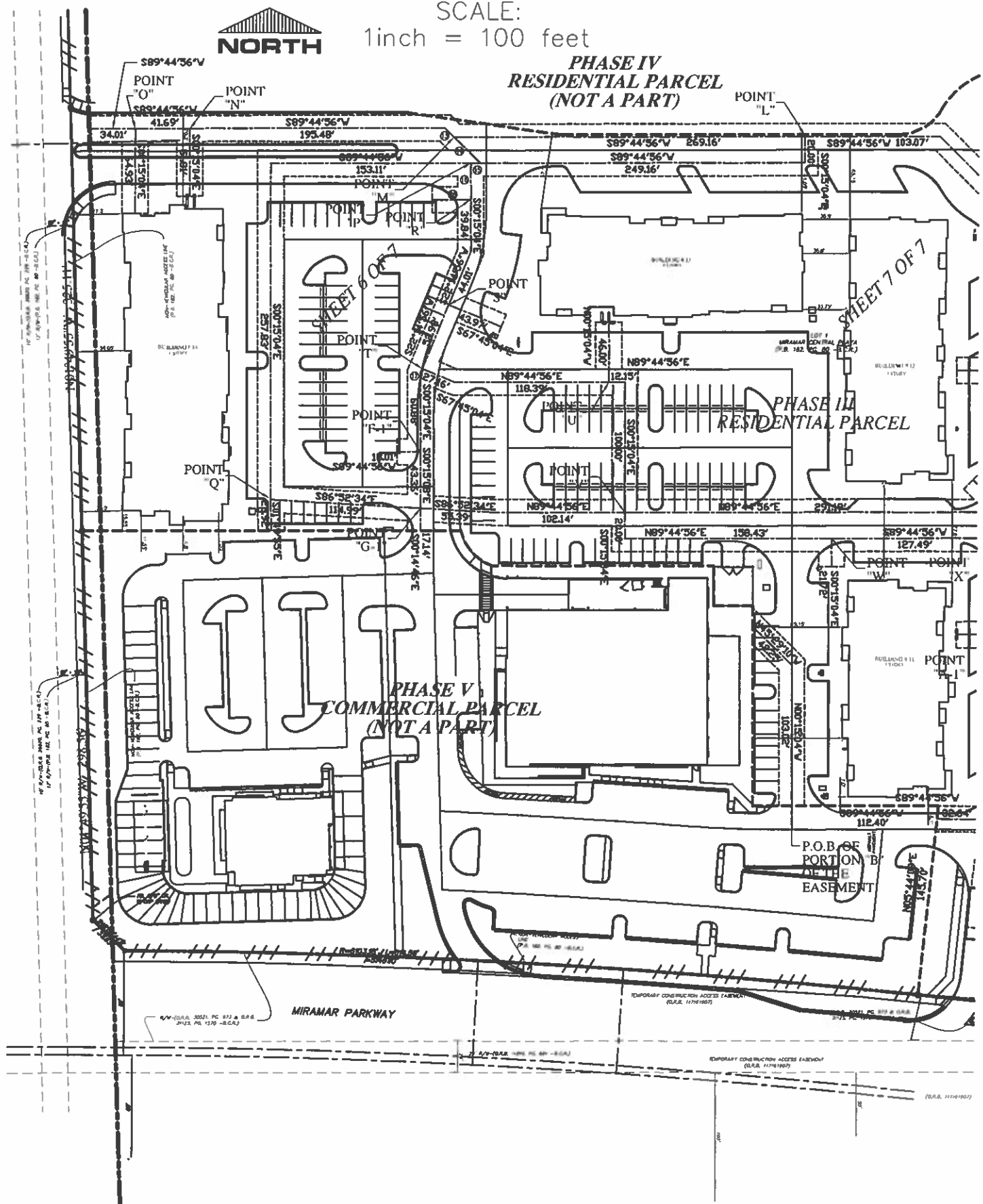
By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

"SKETCH & LEGAL DESCRIPTION"



SCALE:
1 inch = 100 feet

**PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)**

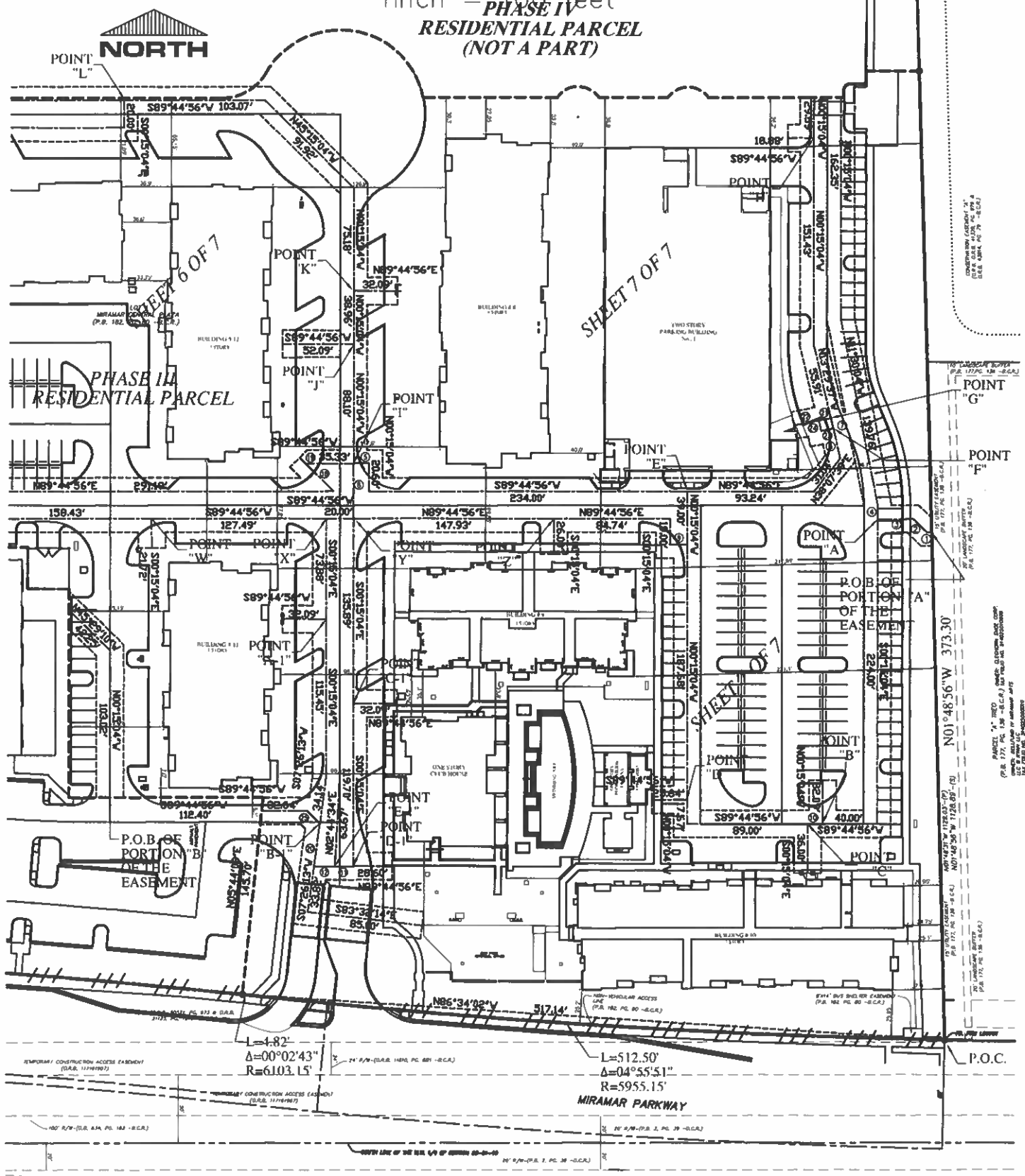


NOT VALID WITHOUT SHEET 1-5 AND 7 OF 7

SHEET 6 OF 7

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 100 feet
**PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)**



NOT VALID WITHOUT SHEET 1-6 OF 7

SHEET 7 OF 7



Sun-Tech
Engineering, Inc.
 Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
 Sunrise, FL 33351
 www.suntecheng.com

Certificate of Auth. #7097/LB 7019
 Phone (954) 777-3123
 Fax (954) 777-3114

EXHIBIT B
MIRAMAR STATION RESIDENTIAL
PHASE 1
CERTIFIED FINAL COST

WATER DISTRUBUTION SYSTEM

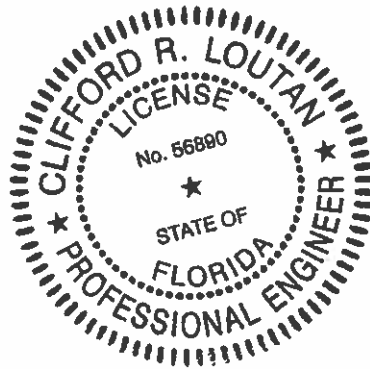
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	3445	LF	\$37.22	\$128,222.90
6" DIP WM	280	LF	\$29.50	\$8,260
4" DIP WM	600	LF	\$30.50	\$18,300
8" Gate Valves	12	EA	\$1,350	\$16,200
4" GV	11	EA	\$950	\$10,450
Fire Hydrant W/ GV	13	EA	\$4,210	\$54,730
3" Water Meter Service	6	EA	\$7,200	\$43,200
2" Water Meter Service	2	EA	\$5,200	\$10,400
5/8" Water Meter Service	1	EA	\$1,500	\$1,500
24" X 8" TSV	1	EA	\$22,850	\$22,850
Tie Into Exist WM	1	EA	\$1,500	\$1,500
Fittings	1	LS	\$21,200	\$21,200
Fill and Flush	2	EA	\$850	\$1,700
			Sub-Total	\$338,512.90

SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC 0-6' Cut	139	LF	\$34	\$4,726
8" PVC 6-8' Cut	769	LF	\$35	\$26,915
8" PVC 8-10' Cut	888	LF	\$39	\$34,632
8" PVC 10-12' Cut	355	LF	\$46	\$16,330
8" DIP 10-12' Cut	56	LF	\$141	\$7,896
Manhole 0-6' Deep	1	EA	\$4,310	\$4,310
Manhole 6-8' Deep	10	EA	\$4,410	\$44,410
Manhole 8-10' Deep	3	EA	\$4,710	\$14,130
Manhole 10-12' Deep	2	EA	\$5,210	\$10,420

Lift Station	1	EA	\$525.000	\$525,000
6" Sewer Lateral	14	EA	\$2,034	\$28,476
6" DIP FM	180	LF	\$65.50	\$11,790
MJ and Fittings	1	LS	\$5,174	\$5,174
		Sub-Total		\$734,209

BOND REQUIRED \$1,072,721.90 x 25% = \$268,180.48



Clifford Loutan
 Clifford Loutan, P.E. No. 56890

NO LIEN AFFIDAVIT
(Corporate)

STATE OF FLORIDA)
COUNTY OF Miami / Dade) ss

Before me, the undersigned authority, personally appeared Juan Porro (Affiant), who being by me first duly sworn, on oath, deposes and says:

1. Affiant is the Vice President of FCI Residential Corporation, a Florida corporation, as Manager of FC Phase Miramar III, LLC a Florida Limited Liability Company (the "LLC").
2. That the LLC is the owner of the following described property (the "Property"), to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.
3. That the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate, mortgagee and personal property taxes for the year 2026.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
5. That there are no mechanic's, materialmans', or laborer's liens against the Property. That there are no construction, mechanics', materialmans' or laborers' liens filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.
6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
7. That the LLC, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida and all other taxation laws of state and federal government.
8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the Property.

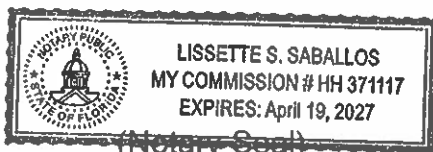
9. That no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.
10. That there are no unsatisfied judgments or any federal, state or county tax deficiencies, which are a lien against the Property or any portion thereof.
11. That there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property or any portion thereof.
12. That this Affidavit is made for the purpose of inducing the City of Miramar, a Florida Municipal Corporation, to accept transfer of said Property from Affiant.
13. That no judgment or decree has been entered in any court of this state or the United States against said Affiant which remains unsatisfied.
14. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

FC MIRAMAR PHASE III, LLC, a
Florida limited liability company

By: FCI Residential Corporation, a
Florida corporation, its Manager

By: 
Juan Porro, Vice President

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of January, 2026, by Juan Porro, as Vice President of FCI Residential Corporation, a Florida corporation, as Manager of FC MIRAMAR PHASE III, LLC, a Florida limited liability company. The above-named individual is personally known to me or has produced _____ as identification.




Notary Public – State of Florida

My Commission expires: April 19, 2027

"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:

 **GUNTER GROUP, INC.**
LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507

9350 S.W. 22nd TERRACE

MIAMI, FLORIDA 33165

(305) 220-0073

EXHIBIT A

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Utility Easement located in a Parcel of Land, being a portion of Lot 1 and Lot 2, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Portion "A":

Commence at the Southeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, N01°48'56"W, 373.30 feet; to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence S89°44'56"W, 3.66 feet to a point; thence N45°15'04"W, 13.72 feet to a point; thence S89°44'56"W, 26.22 feet to a Point "A"; thence N00°15'04"W, 10.35 feet to a point; thence N11°30'04"W, 139.76 feet to a point; thence N00°15'04"W, 162.35 feet to the point of termination of this portion of the Utility Easement.

From Point "A", thence S00°15'04"E, 224.00 feet to a point; thence S89°44'56"W, 40.00 feet to Point "B"; thence S89°44'56"W, 11.00 feet to Point "C"; thence S89°44'56"W, 89.00 feet to a point; thence N00°15'04"W, 17.67 feet to Point "D"; thence N00°15'04"W, 187.68 feet to a point; thence N00°15'04"W, 39.00 feet to Point "E"; thence N89°44'56"E, 93.24 feet to a point; thence N38°07'39"E, 31.04 feet to a point; thence N13°29'37"W, 22.71 feet to Point "F"; thence N13°29'37"W, 7.74 feet to Point "G"; thence N13°29'37"W, 55.91 feet to a point; thence N00°15'04"W, 151.43 feet to Point "H"; thence N00°15'04"W, 29.59 feet to the point of termination of this portion of the Utility Easement.

From Point "E", thence S89°44'56"W, 234.00 feet to a point; thence N00°15'04"W, 20.60 feet to a point; thence S89°44'56"W, 11.43 feet to Point "I"; thence N00°15'04"W, 88.10 feet to Point "J"; thence N00°15'04"W, 38.96 feet to Point "K"; thence N00°15'04"W, 75.18 feet to a point; thence N45°15'04"W, 91.92 feet to a point; thence S89°44'56"W, 103.07 feet to Point "L"; thence S89°44'56"W, 269.16 feet to Point "M"; thence N45°15'04"W, 9.90 feet to a point; thence S89°44'56"W, 195.48 feet to Point "N"; thence S89°44'56"W, 41.69 feet to Point "O"; thence S89°44'56"W, 34.01 feet to the point of termination of this portion of the Utility Easement.

From Point "I", thence S00°15'04"E, 40.60 feet to Point "Y"; thence N89°44'56"E, 147.93 feet to Point "Z"; thence N89°44'56"E, 84.74 feet to a point; thence S00°15'04"E, 19.00 feet to a point; thence N89°44'56"E, 12.76 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "Y", thence $S00^{\circ}15'04''E$, 135.89 feet to Point "C-1"; thence $S00^{\circ}15'04''E$, 119.70 feet to Point "D-1"; thence $S89^{\circ}44'56''W$, 13.51 feet to Point "E-1"; thence $S89^{\circ}44'56''W$, 15.35 feet to the point of termination of this portion of the Utility Easement.

From Point "L", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $S89^{\circ}44'56''W$, 249.16 feet to a point; thence $S89^{\circ}44'56''W$, 7.21 feet to Point P; thence $S89^{\circ}44'56''W$, 153.11 feet to a point; thence $S00^{\circ}15'04''E$, 257.83 feet to Point "Q"; thence $S01^{\circ}49'55''E$, 23.92 feet to the point of termination of this portion of the Utility Easement.

From Point "P", thence $S00^{\circ}15'04''E$, 28.00 feet to Point "R"; thence $S00^{\circ}15'04''E$, 39.84 feet to a point; thence $S22^{\circ}14'56''W$, 44.01 feet to Point "S"; thence $S22^{\circ}14'56''W$, 52.98 feet to Point "T"; thence $S22^{\circ}14'56''W$, 3.15 feet to a point; thence $S00^{\circ}15'04''E$, 60.88 feet to Point "F-1"; thence $S00^{\circ}15'08''E$, 43.36 feet to Point "G-1"; thence $S00^{\circ}14'46''E$, 17.14 feet to the point of termination of this portion of the Utility Easement.

From Point "T", thence $S67^{\circ}45'04''E$, 27.16 feet to a point; thence $N89^{\circ}44'56''E$, 118.39 feet to Point "U"; thence $N89^{\circ}44'56''E$, 12.15 feet to a point; thence $S00^{\circ}15'04''E$, 100.00 feet to Point "V"; thence $N89^{\circ}44'56''E$, 291.19 feet to a point; thence $N45^{\circ}15'04''W$, 29.13 feet to a point; thence $N45^{\circ}15'04''W$, 5.94 feet to the Point of termination of this portion of the Utility Easement.

From Point "V", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $N89^{\circ}44'56''E$, 158.43 feet to Point "W"; thence $S89^{\circ}44'56''W$, 127.49 feet to Point "X"; thence $S89^{\circ}44'56''W$, 20.00 feet to Point "Y" and the point of termination of this portion of the Utility Easement.

From Point "X", thence $S00^{\circ}15'04''E$, 73.88 feet to Point "A-1"; thence $S00^{\circ}15'04''E$, 115.45 feet to a point; thence $S07^{\circ}26'13''W$, 34.14 feet to Point "B-1"; thence $S07^{\circ}26'13''W$, 31.36 feet to a point; thence $S07^{\circ}26'13''W$, 33.82 feet to a point; thence $S83^{\circ}32'14''E$, 85.00 feet to the point of termination of this portion of the Utility Easement.

From Point "B", thence $N00^{\circ}15'04''W$, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "C", thence $S00^{\circ}15'04''E$, 36.00 feet to the point of termination of this portion of the Utility Easement.

From Point "D", thence $S89^{\circ}44'56''W$, 25.64 feet to the point of termination of this portion of the Utility Easement.

From Point "F", thence $S78^{\circ}29'56''W$, 9.15 feet to a point; thence $N11^{\circ}30'04''W$, 7.74 feet to the point of termination of this portion of the Utility Easement.

From Point "G", thence $S78^{\circ}29'56''W$, 8.88 feet to a point; thence $S78^{\circ}29'56''W$, 18.63 feet to the point of termination of this portion of the Utility Easement.

From Point "H", thence $S89^{\circ}44'56''W$, 18.88 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "J", thence S89°44'56"W, 52.09 feet to the point of termination of this portion of the Utility Easement.

From Point "K", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "M", thence S45°15'04"E, 28.28 feet to the point of termination of this portion of the Utility Easement.

From Point "N", thence S00°15'04"E, 51.81 feet to the point of termination of this portion of the Utility Easement.

From Point "O", thence S00°15'04"E, 64.93 feet to the point of termination of this portion of the Utility Easement.

From Point "Q", thence S86°52'34"E, 114.99 feet to Point "G-1" and the point of termination of this portion of the Utility Easement.

From Point "R", thence S89°44'56"W, 29.63 feet to the point of termination of this portion of the Utility Easement.

From Point "S", thence S67°45'04"E, 43.97 feet to the point of termination of this portion of the Utility Easement.

From Point "U", thence N00°15'04"W, 46.00 feet to the point of termination of this portion of the Utility Easement.

From Point "W", thence S00°15'04"E, 21.72 feet to the point of termination of this portion of the Utility Easement.

From Point "Z", thence S00°15'04"E, 26.00 feet to the point of termination of this portion of the Utility Easement.

From Point "A-1", thence S89°44'56"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "B-1", thence N45°15'04"W, 16.50 feet to a point; thence S89°44'56"W, 32.64 feet to the point of termination of this portion of the Utility Easement.

From Point "C-1", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "D-1", thence N89°44'56"E, 28.60 feet to the point of termination of this portion of the Utility Easement.

From Point "E-1", thence N02°44'34"E, 63.67 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "G-1", thence S86°52'34"E, 55.39 feet to a point; thence N89°44'56"E, 102.14 feet to Point "V" and the point of termination of this portion of the Utility Easement.

From Point "F-1", thence S89°44'56"W, 18.01 feet to the point of termination of this portion of the Utility Easement.

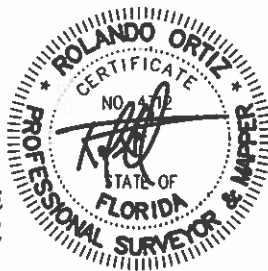
Portion "B":

Commence at the Southeasterly corner of said Lot 1; thence N86°34'02"W, 517.14 feet to a point on the Northerly Right-of-Way line of Miramar Parkway; thence N05°44'09"E, 145.70 feet to a point; thence S89°44'56"W, 112.40 feet to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence N00°15'04"W, 103.02 feet to a point; thence N45°29'10"W, 42.25 feet to the point of termination of this portion of the Utility Easement.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.



Date: 06-11-2025
Job No.: 20-32159-E
Sketch No.: 29717-E

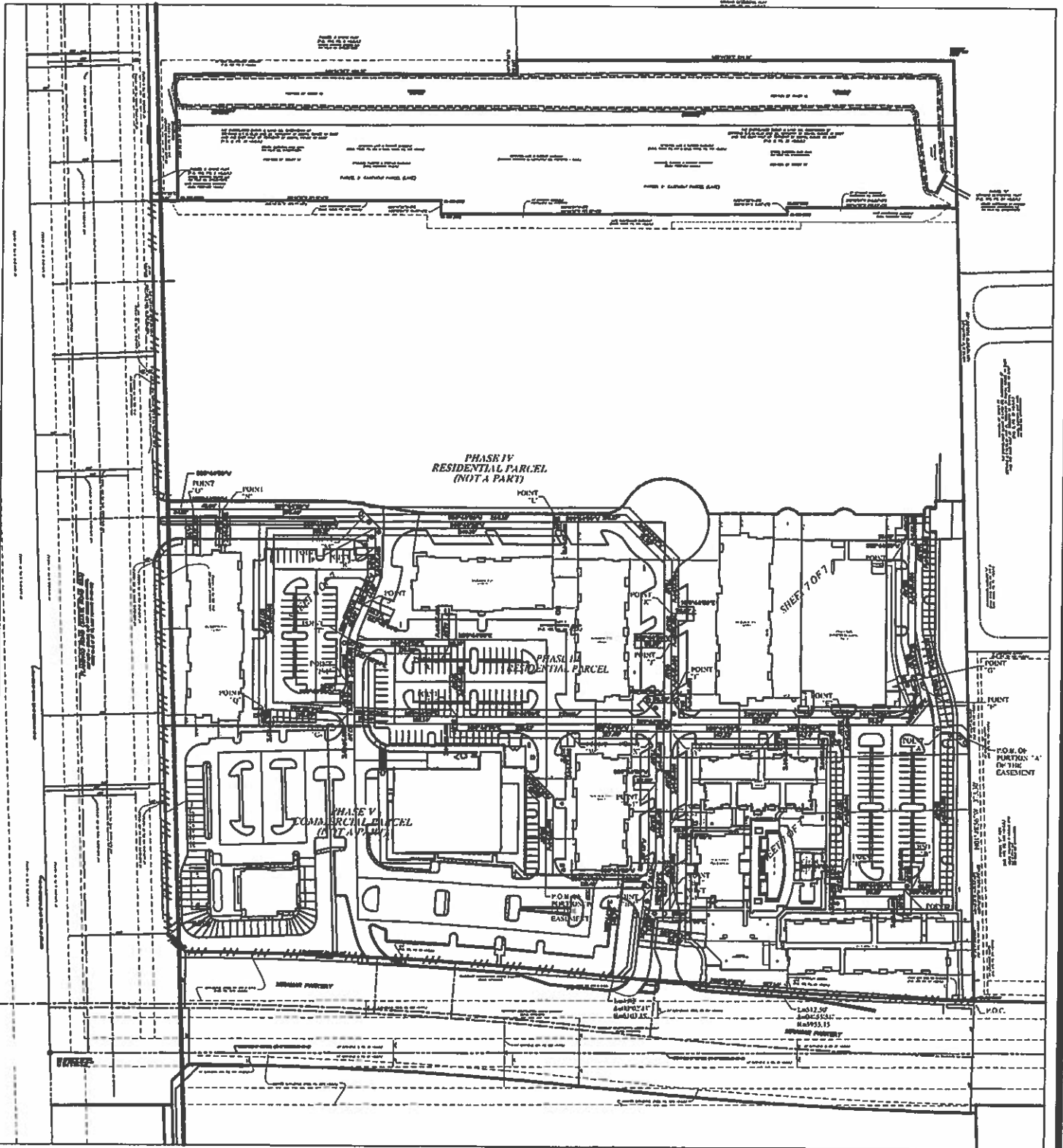
Rolando
Ortiz

Digitally signed by
Rolando Ortiz
Date: 2025.12.18
01:15:55 -05'00'

By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 200 feet



NOT VALID WITHOUT SHEET 1-4 AND 6-7 OF 7

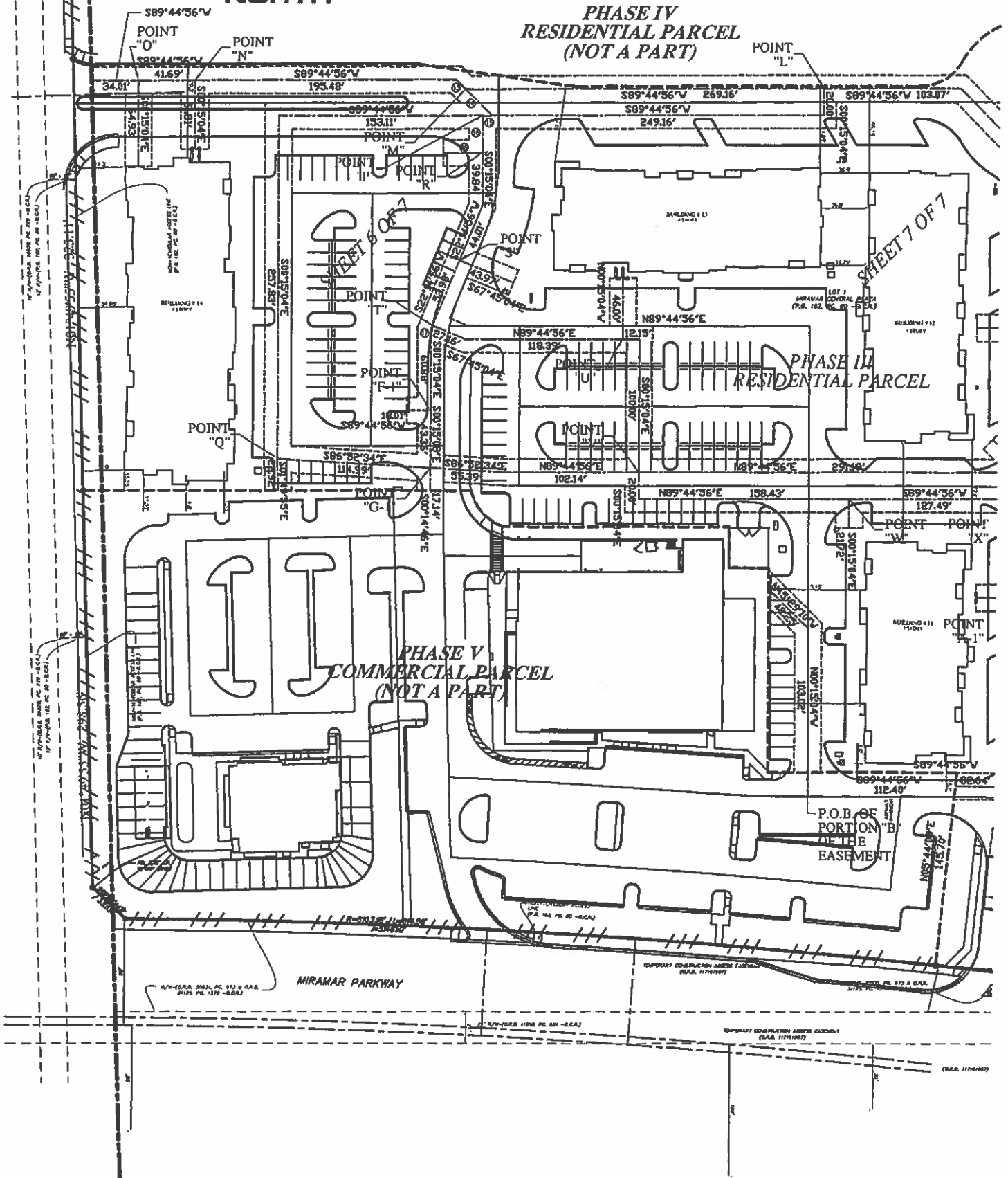
SHEET 5 OF 7

"SKETCH & LEGAL DESCRIPTION"



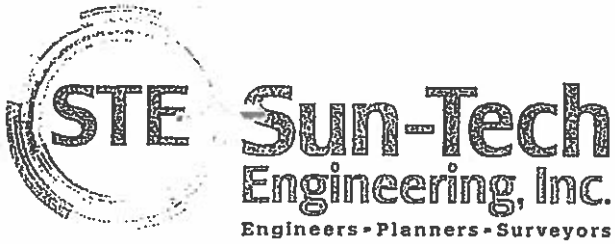
SCALE:
1 inch = 100 feet

*PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)*



NOT VALID WITHOUT SHEET 1-5 AND 7 OF 7

SHEET 6 OF 7



4577 Nob Hill Road, Suite 102
 Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
 Phone (954) 777-3123
 Fax (954) 777-3114

**EXHIBIT B
 MIRAMAR STATION RESIDENTIAL
 PHASE 1
 CERTIFIED FINAL COST**

WATER DISTRUBUTION SYSTEM

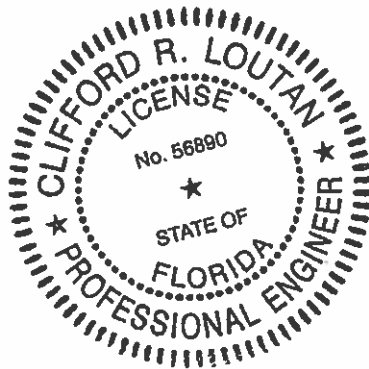
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	3445	LF	\$37.22	\$128,222.90
6" DIP WM	280	LF	\$29.50	\$8,260
4" DIP WM	600	LF	\$30.50	\$18,300
8" Gate Valves	12	EA	\$1,350	\$16,200
4" GV	11	EA	\$950	\$10,450
Fire Hydrant W/ GV	13	EA	\$4,210	\$54,730
3" Water Meter Service	6	EA	\$7,200	\$43,200
2" Water Meter Service	2	EA	\$5,200	\$10,400
5/8" Water Meter Service	1	EA	\$1,500	\$1,500
24" X 8" TSV	1	EA	\$22,850	\$22,850
Tie Into Exist WM	1	EA	\$1,500	\$1,500
Fittings	1	LS	\$21,200	\$21,200
Fill and Flush	2	EA	\$850	\$1,700
			Sub-Total	\$338,512.90

SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC 0-6' Cut	139	LF	\$34	\$4,726
8" PVC 6-8' Cut	769	LF	\$35	\$26,915
8" PVC 8-10' Cut	888	LF	\$39	\$34,632
8" PVC 10-12' Cut	355	LF	\$46	\$16,330
8" DIP 10-12' Cut	56	LF	\$141	\$7,896
Manhole 0-6' Deep	1	EA	\$4,310	\$4,310
Manhole 6-8' Deep	10	EA	\$4,410	\$44,410
Manhole 8-10' Deep	3	EA	\$4,710	\$14,130
Manhole 10-12' Deep	2	EA	\$5,210	\$10,420

Lift Station	1	EA	\$525,000	\$525,000
6" Sewer Lateral	14	EA	\$2,034	\$28,476
6" DIP FM	180	LF	\$65.50	\$11,790
MJ and Fittings	1	LS	\$5,174	\$5,174
		Sub-Total		\$734,209

BOND REQUIRED $\$1,072,721.90 \times 25\% = \$268,180.48$



Clifford R. Loutan
 Clifford Loutan, P.E. No. 56890

THIS INSTRUMENT RETURN TO:

Denise Gibbs, City Clerk
 City of Miramar
 2300 Civic Center Place
 Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

Michael Gai Sun-Tech Engineering, Inc
 4577 Nob Hill Road Suite 102
 Sunrise, Florida 33351

Part of Property Appraiser's Parcel
 Identification No. 514025100010

EASEMENT

THIS EASEMENT (the Easement) is made this 7th day of January, 2026, by FC Miramar Phase III, LLC, a Florida limited liability company, ("Grantor") whose address is 2811 Ponce DeLeon Blvd. Ste 1010, Coral Gables, Florida to and in favor of the City of Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the Easement Property).
- B. Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. Each and all of the recitals is hereby incorporated herein by this reference.
2. Grant of Easement. Grantor does hereby grant, bargain, sell, alien, remise, release, confirm, and convey to Grantee an easement over, under, across and upon the

Easement Property for the purpose of:

- 2.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing, connecting to, disconnecting from, and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, all as may be required by the Grantor.
 - 2.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
 - 2.3 Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.
 - 2.4 Title and the legal description to the Property described on Exhibit "A" herein has neither been examined nor approved by the City of Miramar or the City Attorney.
 - 2.5 All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.
 - 2.6 By delivery of this Easement Property, Grantor covenants not to interfere with the safe operation or maintenance of the facilities within the Easement Property.
3. **Grantee's Use of Easement.** Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 of this Easement. The rights herein granted to Grantee by Grantor specifically include: (a) the right of Grantee to control, inspect, alter, improve, maintain, install, connect to, disconnect from, repair, rebuild and remove said facilities within the Easement Property; (b) the right of Grantee to trim, cut, or remove plants, trees, fences, or structures from said Easement Property; and (c) the right of Grantee to have egress and ingress to said Easement Property for the purposes expressed in (a) and (b) immediately above.
 4. **Grantor's Use of Easement.** Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.
 5. **Perpetual Duration.** This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective heirs, successors or assigns.

6. Covenants of Grantor. Grantor hereby warrants and covenants that:
 - 6.1 Grantor is the owner of fee simple title to the Easement Property.
 - 6.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
 - 6.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.
 - 6.4 Grantor does hereby fully warrant the easement title to the said Easement Property and will defend the same against the lawful claims of all persons whomsoever.

7. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.

8. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, or equitable servitudes on the land, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

TO HAVE AND TO HOLD unto the same forever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Anthony Loyacond
Address: 2811 Ponce De Leon Blvd
Suite 1010 Coral Gables, FL 33134

[Signature]
Print Name: Lissette Saballos
Address: 2811 Ponce de Leon Blvd
Suite 1010
Coral Gables, FL 33134

FC Miramar Phase III, LLC,
a Florida Limited Liability Company

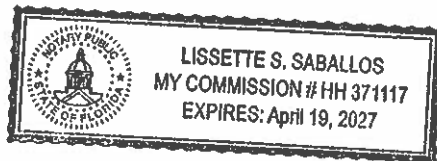
By: FCI Residential Corporation, a
Florida corporation, its Manager

[Signature]
By: Juan Porro, Vice President
Address: 2811 Ponce DeLeon Blvd.
Suite 1010
Coral Gables, FL 33134

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of physical presence or remote online notarization, this 7 day of January, 2026, by Juan Porro, as Vice President of FCI Residential Corporation, a Florida corporation, as Manager of FC Miramar Phase III, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires: April 19, 2027



"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:

 **GUNTER GROUP, INC.**
LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073

Exhibit A

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Utility Easement located in a Parcel of Land, being a portion of Lot 1 and Lot 2, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Portion "A":

Commence at the Southeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, N01°48'56"W, 373.30 feet; to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence S89°44'56"W, 3.66 feet to a point; thence N45°15'04"W, 13.72 feet to a point; thence S89°44'56"W, 26.22 feet to a Point "A"; thence N00°15'04"W, 10.35 feet to a point; thence N11°30'04"W, 139.76 feet to a point; thence N00°15'04"W, 162.35 feet to the point of termination of this portion of the Utility Easement.

From Point "A", thence S00°15'04"E, 224.00 feet to a point; thence S89°44'56"W, 40.00 feet to Point "B"; thence S89°44'56"W, 11.00 feet to Point "C"; thence S89°44'56"W, 89.00 feet to a point; thence N00°15'04"W, 17.67 feet to Point "D"; thence N00°15'04"W, 187.68 feet to a point; thence N00°15'04"W, 39.00 feet to Point "E"; thence N89°44'56"E, 93.24 feet to a point; thence N38°07'39"E, 31.04 feet to a point; thence N13°29'37"W, 22.71 feet to Point "F"; thence N13°29'37"W, 7.74 feet to Point "G"; thence N13°29'37"W, 55.91 feet to a point; thence N00°15'04"W, 151.43 feet to Point "H"; thence N00°15'04"W, 29.59 feet to the point of termination of this portion of the Utility Easement.

From Point "E", thence S89°44'56"W, 234.00 feet to a point; thence N00°15'04"W, 20.60 feet to a point; thence S89°44'56"W, 11.43 feet to Point "I"; thence N00°15'04"W, 88.10 feet to Point "J"; thence N00°15'04"W, 38.96 feet to Point "K"; thence N00°15'04"W, 75.18 feet to a point; thence N45°15'04"W, 91.92 feet to a point; thence S89°44'56"W, 103.07 feet to Point "L"; thence S89°44'56"W, 269.16 feet to Point "M"; thence N45°15'04"W, 9.90 feet to a point; thence S89°44'56"W, 195.48 feet to Point "N"; thence S89°44'56"W, 41.69 feet to Point "O"; thence S89°44'56"W, 34.01 feet to the point of termination of this portion of the Utility Easement.

From Point "I", thence S00°15'04"E, 40.60 feet to Point "Y"; thence N89°44'56"E, 147.93 feet to Point "Z"; thence N89°44'56"E, 84.74 feet to a point; thence S00°15'04"E, 19.00 feet to a point; thence N89°44'56"E, 12.76 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "Y", thence $S00^{\circ}15'04''E$, 135.89 feet to Point "C-1"; thence $S00^{\circ}15'04''E$, 119.70 feet to Point "D-1"; thence $S89^{\circ}44'56''W$, 13.51 feet to Point "E-1"; thence $S89^{\circ}44'56''W$, 15.35 feet to the point of termination of this portion of the Utility Easement.

From Point "L", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $S89^{\circ}44'56''W$, 249.16 feet to a point; thence $S89^{\circ}44'56''W$, 7.21 feet to Point P; thence $S89^{\circ}44'56''W$, 153.11 feet to a point; thence $S00^{\circ}15'04''E$, 257.83 feet to Point "Q"; thence $S01^{\circ}49'55''E$, 23.92 feet to the point of termination of this portion of the Utility Easement.

From Point "P", thence $S00^{\circ}15'04''E$, 28.00 feet to Point "R"; thence $S00^{\circ}15'04''E$, 39.84 feet to a point; thence $S22^{\circ}14'56''W$, 44.01 feet to Point "S"; thence $S22^{\circ}14'56''W$, 52.98 feet to Point "T"; thence $S22^{\circ}14'56''W$, 3.15 feet to a point; thence $S00^{\circ}15'04''E$, 60.88 feet to Point "F-1"; thence $S00^{\circ}15'08''E$, 43.36 feet to Point "G-1"; thence $S00^{\circ}14'46''E$, 17.14 feet to the point of termination of this portion of the Utility Easement.

From Point "T", thence $S67^{\circ}45'04''E$, 27.16 feet to a point; thence $N89^{\circ}44'56''E$, 118.39 feet to Point "U"; thence $N89^{\circ}44'56''E$, 12.15 feet to a point; thence $S00^{\circ}15'04''E$, 100.00 feet to Point "V"; thence $N89^{\circ}44'56''E$, 291.19 feet to a point; thence $N45^{\circ}15'04''W$, 29.13 feet to a point; thence $N45^{\circ}15'04''W$, 5.94 feet to the Point of termination of this portion of the Utility Easement.

From Point "V", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $N89^{\circ}44'56''E$, 158.43 feet to Point "W"; thence $S89^{\circ}44'56''W$, 127.49 feet to Point "X"; thence $S89^{\circ}44'56''W$, 20.00 feet to Point "Y" and the point of termination of this portion of the Utility Easement.

From Point "X", thence $S00^{\circ}15'04''E$, 73.88 feet to Point "A-1"; thence $S00^{\circ}15'04''E$, 115.45 feet to a point; thence $S07^{\circ}26'13''W$, 34.14 feet to Point "B-1"; thence $S07^{\circ}26'13''W$, 31.36 feet to a point; thence $S07^{\circ}26'13''W$, 33.82 feet to a point; thence $S83^{\circ}32'14''E$, 85.00 feet to the point of termination of this portion of the Utility Easement.

From Point "B", thence $N00^{\circ}15'04''W$, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "C", thence $S00^{\circ}15'04''E$, 36.00 feet to the point of termination of this portion of the Utility Easement.

From Point "D", thence $S89^{\circ}44'56''W$, 25.64 feet to the point of termination of this portion of the Utility Easement.

From Point "F", thence $S78^{\circ}29'56''W$, 9.15 feet to a point; thence $N11^{\circ}30'04''W$, 7.74 feet to the point of termination of this portion of the Utility Easement.

From Point "G", thence $S78^{\circ}29'56''W$, 8.88 feet to a point; thence $S78^{\circ}29'56''W$, 18.63 feet to the point of termination of this portion of the Utility Easement.

From Point "H", thence $S89^{\circ}44'56''W$, 18.88 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "J", thence S89°44'56"W, 52.09 feet to the point of termination of this portion of the Utility Easement.

From Point "K", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "M", thence S45°15'04"E, 28.28 feet to the point of termination of this portion of the Utility Easement.

From Point "N", thence S00°15'04"E, 51.81 feet to the point of termination of this portion of the Utility Easement.

From Point "O", thence S00°15'04"E, 64.93 feet to the point of termination of this portion of the Utility Easement.

From Point "Q", thence S86°52'34"E, 114.99 feet to Point "G-1" and the point of termination of this portion of the Utility Easement.

From Point "R", thence S89°44'56"W, 29.63 feet to the point of termination of this portion of the Utility Easement.

From Point "S", thence S67°45'04"E, 43.97 feet to the point of termination of this portion of the Utility Easement.

From Point "U", thence N00°15'04"W, 46.00 feet to the point of termination of this portion of the Utility Easement.

From Point "W", thence S00°15'04"E, 21.72 feet to the point of termination of this portion of the Utility Easement.

From Point "Z", thence S00°15'04"E, 26.00 feet to the point of termination of this portion of the Utility Easement.

From Point "A-1", thence S89°44'56"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "B-1", thence N45°15'04"W, 16.50 feet to a point; thence S89°44'56"W, 32.64 feet to the point of termination of this portion of the Utility Easement.

From Point "C-1", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "D-1", thence N89°44'56"E, 28.60 feet to the point of termination of this portion of the Utility Easement.

From Point "E-1", thence N02°44'34"E, 63.67 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "G-1", thence S86°52'34"E, 55.39 feet to a point; thence N89°44'56"E, 102.14 feet to Point "V" and the point of termination of this portion of the Utility Easement.

From Point "F-1", thence S89°44'56"W, 18.01 feet to the point of termination of this portion of the Utility Easement.

Portion "B":

Commence at the Southeasterly corner of said Lot 1; thence N86°34'02"W, 517.14 feet to a point on the Northerly Right-of-Way line of Miramar Parkway; thence N05°44'09"E, 145.70 feet to a point; thence S89°44'56"W, 112.40 feet to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence N00°15'04"W, 103.02 feet to a point; thence N45°29'10"W, 42.25 feet to the point of termination of this portion of the Utility Easement.

SURVEYOR'S NOTES:

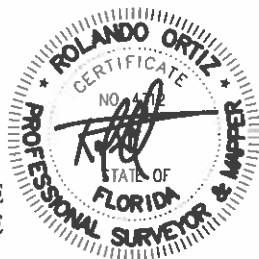
- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Rolando
Ortiz

Digitally signed by
Rolando Ortiz
Date: 2025.12.18
01:15:55 -05'00'

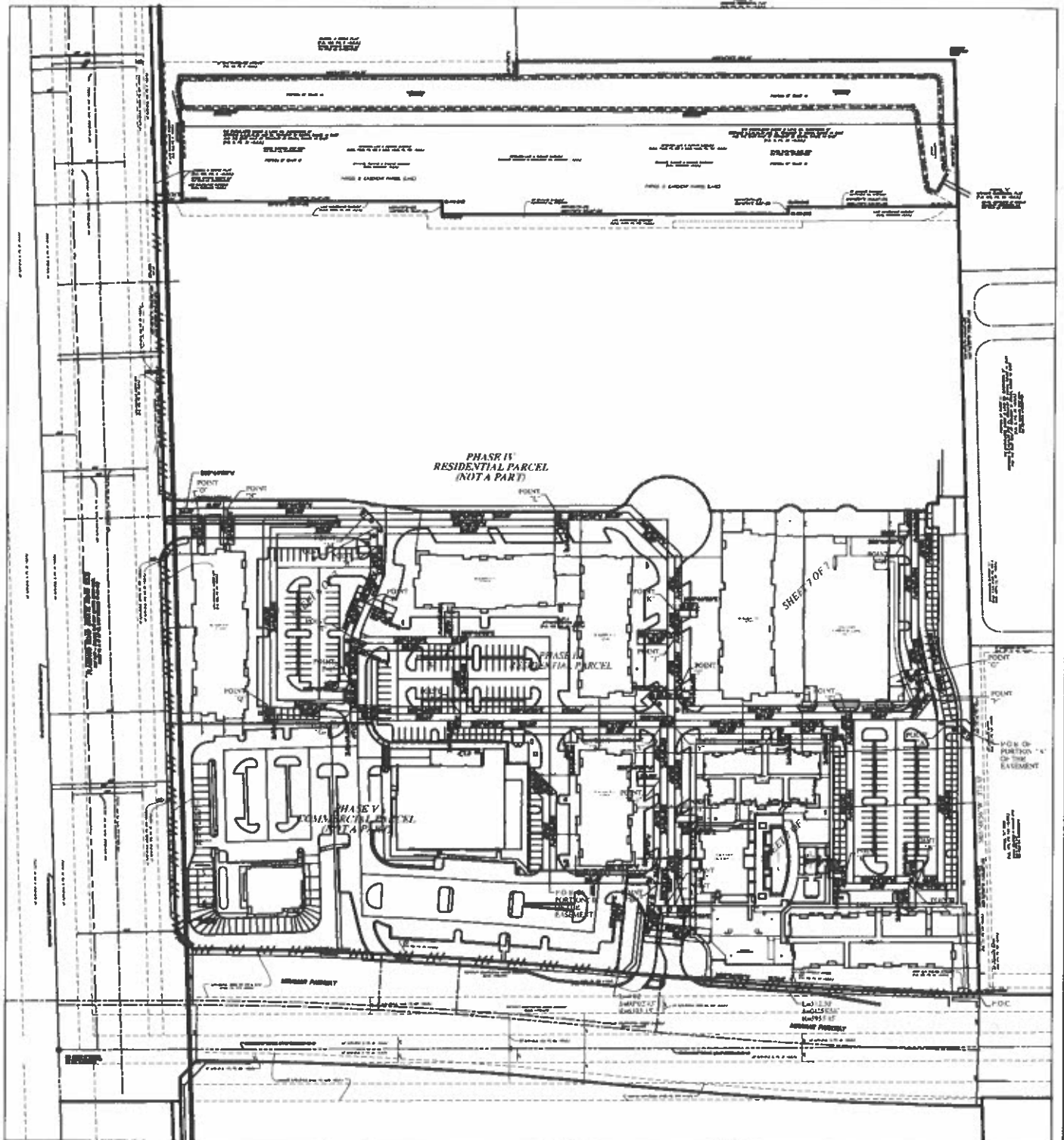
Date: 06-11-2025
Job No.: 20-32159-E
Sketch No.: 29717-E



By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 200 feet



NOT VALID WITHOUT SHEET 1-4 AND 6-7 OF 7

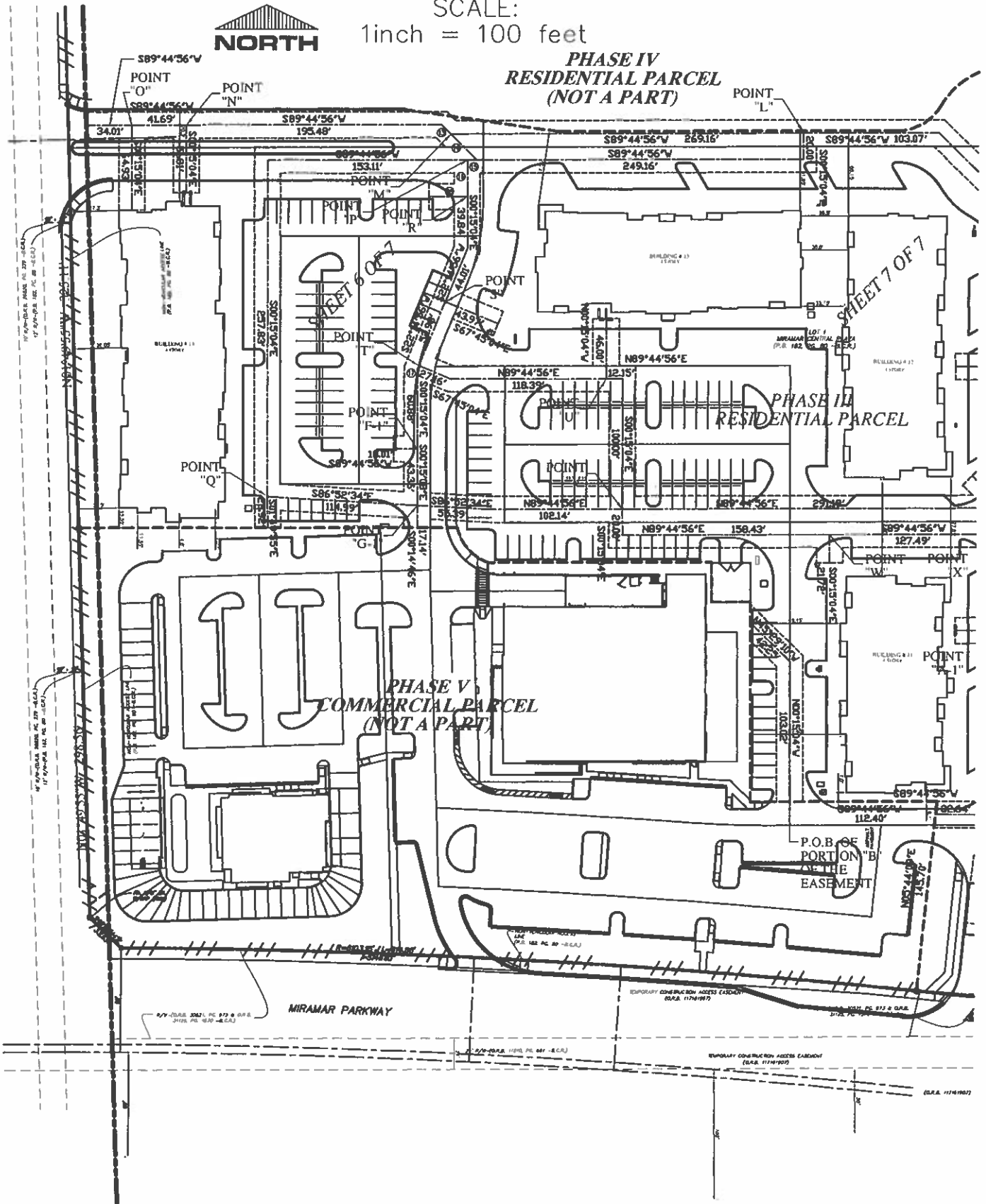
SHEET 5 OF 7

"SKETCH & LEGAL DESCRIPTION"



SCALE:
1 inch = 100 feet

**PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)**

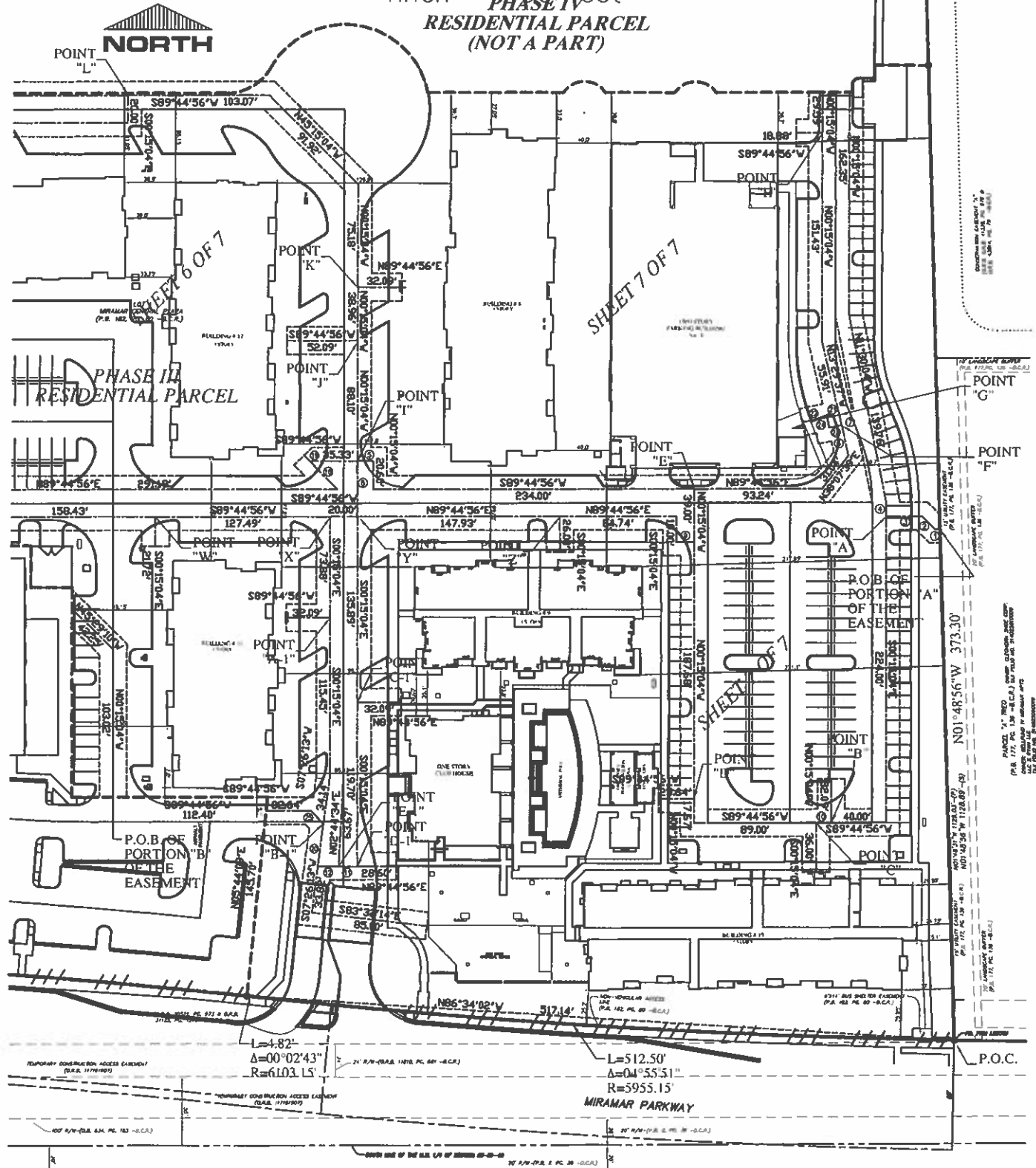


NOT VALID WITHOUT SHEET 1-5 AND 7 OF 7

SHEET 6 OF 7

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 100 feet
PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)





NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

2 South Biscayne Blvd., 21st Floor
Miami, FL 33131
T: 305.373.9400 F: 305.373.9443
nelsonmullins.com

OPINION OF TITLE

To: City of Miramar

Pursuant to F.S. Chapter 177.041(b), this Opinion of Title is furnished to the City of Miramar (the "City") as inducement for acceptance of the Water/Sewer Easement covering the real property hereinafter described, I hereby certify that our search commences with the Earliest Public Records (EPR). I have reviewed ALTA Owner's Policy of Title Insurance issued by First American Title Insurance Company with FATIC file number NCS-1203664-CHI2 and an effective date of March 1, 2024, at 3:34 p.m., and an ATIDS search provided by Attorneys Title Insurance Fund Inc. from that date through January 7, 2026, at 11:00 PM and have examined such other information as may be necessary to deliver this opinion to the City and for this opinion to be based upon a comprehensive search of the Public Records of Broward County, Florida, in regard to the following described real property:

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

I am of the opinion that on the last-mentioned date, the fee simple title to the above-described real property was vested in:

FC Miramar Phase III, LLC, a Florida limited liability company, by virtue of Instrument No. 116249434.

Subject to the following:

Mortgage(s) of Record:

Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement from FC Miramar Phase III, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated November 4, 2021, filed of record November 9, 2021, as Instrument No. 117722213, Public Records of Broward County, Florida; as affected by the Certificate of Future Advance and Mortgage Modification Agreement made by FC Miramar Phase II, LLC, a Florida limited liability company, and Regions Bank, an Alabama banking corporation, recorded February 2, 2023, as Instrument No. 11865635, Public Records of Broward County, Florida; and as assigned to The Northwestern Mutual Life Insurance Company, a Wisconsin corporation by the Assignment of Mortgage and Note from Regions Bank, an Alabama banking corporation, recorded March 1, 2024, as Instrument No. 119426278, Public Records of Broward County, Florida; as affected by the Amended and Restated Mortgage and Security Agreement from FC Miramar Phase III, LLC, a Florida limited liability company, to The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, recorded March 1, 2024, as Instrument No. 119426279, Public Records of Broward County, Florida;

Absolute Assignment of Leases and Rents executed by FC Miramar Phase III, LLC to The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, dated February 28, 2024, recorded March 1, 2024, in Instrument No. 119426280; UCC-1 financing statement recorded February 29, 2024 as Instrument No. 119421379 of Official Records; and as affected by that certain Partial Release of Mortgage (Lift Station Parcel) recorded November 19, 2025 as Instrument No. 110554115 of Official Records.

GENERAL EXCEPTIONS:

1. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
2. Parties in possession under unrecorded leases, as disclosed by the rent roll dated February 28, 2024.

SPECIAL EXCEPTIONS:

1. Matters shown on the Plat of Miramar Central Plaza, recorded in Plat Book 182, Page 80 through 86; as affected by Agreement for Amendment of Notation on Plat recorded in Instrument No. 116650297; as affected Amendment to Nonvehicular Access Lines, recorded in Instrument No. 117117804.
2. The terms, provisions, and conditions contained in that certain Certificate of Acknowledgment, recorded in Book 29095, Page 1627 of Official Records.
3. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 02-16, recorded in Book 33484, Page 1792 of Official Records.
4. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 40018, Page 739 of Official Records; as affected by First Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Book 41003, Page 1499 of Official Records; as affected by Second Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Book 41507, Page 1907 of Official Records; as affected by Third Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Book 44811, Page 1949 of Official Records; as affected by Fourth Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Instrument No. 115136323 .
5. Terms and conditions of the Memorandum of Agreement between Cleghorn Shoe Corp., a Massachusetts corporation and Westbrooke Homes, a Florida general partnership, Ha-Len Martinique, LLC, a Florida limited liability company, Flamingo Cove LLC, a Florida limited liability company and Red Road Holdings LLC, a Delaware limited liability company recorded in Book 40018, Page 821 of Official Records.
6. Terms and conditions of the Memorandum of Agreement between Cleghorn Shoe Corp., a Massachusetts corporation and Westbrooke Homes, a Florida general partnership, Ha-Len Martinique, LLC, a Florida limited liability company, Flamingo Cove LLC, a Florida limited

liability company and Red Road Holdings LLC, a Delaware limited liability company recorded in Book 40018, Page 842 of Official Records.

7. Declaration of Covenants, Conditions and Restrictions recorded in Book 41339, Page 684 of Official Records.
8. Terms and conditions of the Retention Lake Easement Agreement between Cleghorn Shoe Corp., a Massachusetts corporation and Wal-Mart Stores East, L.P., a Delaware limited partnership recorded in Book 41339, Page 692 of Official Records; as affected by Amendment to Retention Lake Easement Agreement recorded in Instrument No. 116249439; as affected by Re-recorded Amendment to Retention Lake Easement Agreement recorded in Instrument No. 116348764.
9. Terms and conditions of the Retention Lake Flowage Easement Agreement (north fill lake) between Cleghorn Shoe Corp., a Massachusetts corporation and Wal-Mart Stores East, L.P., a Delaware limited partnership recorded in Book 41339, Page 703 of Official Records; as affected by Amendment to Retention Lake Flowage Easement Agreement (north fill lake) recorded in Instrument No. 116249440; as affected by Re-recorded Amendment to Retention Lake Flowage Easement Agreement (north fill lake) recorded in Instrument No. 116348765.
10. Easement granted from Wal-Mart Stores East, L.P., a Delaware limited partnership to Cleghorn Shoe Corp., a Massachusetts corporation, recorded in Book 41339, Page 976 of Official Records.
11. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 06-11, recorded in Book 41611, Page 673 of Official Records.
12. Terms and conditions of the Educational Mitigation Agreement between Broward County, a political subdivision of the State of Florida and City of Miramar, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns and The School Board of Broward County, a body corporate and political subdivision of the State of Florida recorded in Book 42694, Page 1999 of Official Records; as affected by First Amendment to Educational Mitigation Agreement in Connection with Broward County Land Use Text Amendment PCT 05-4 as amended by PCT 15-4., recorded in Instrument No. 115347076; as affected by Second Amendment to Educational Mitigation Agreement in Connection with Broward County Land Use Text Amendment PCT 05-4 as amended by PCT 15-4., as amended by PCT 19-7 recorded in Instrument No. 116876996; as affected by that certain Acknowledgement of Modification to Residential Unit Mix Pursuant to Educational Mitigation Agreement recorded in Instrument No. 119987182.
13. Easement, granted from Wal-Mart Stores East, L.P., a Delaware limited partnership to South Florida Water Management District and Broward County, a political subdivision of the State of Florida, their successors, successors-in-interest or assignees, recorded in Book 43814, Page 178 of Official Records.
14. Easement granted from Wal-Mart Stores East, L.P., a Delaware limited partnership to City of Miramar, a municipality organized under the laws of Florida, recorded in Book 47095, Page 956 of Official Records.

15. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 15-59, recorded in Instrument No. 112805186.
16. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 15-60, recorded in Instrument No. 112805187.
17. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 15-58, recorded in Instrument No. 112805188.
18. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 15-09, recorded in Instrument No. 112805189.
19. Easement granted from Cleghorn Shoe Corp., a Massachusetts corporation to Miramar Square, LLC, a Florida limited liability company, recorded in Instrument No. 112894313.
20. Terms and conditions of the Security/Lien Agreement Installation of Required Improvements between Wal-Mart Stores East, L.P., its successors and assigns and Miramar Central Plaza recorded in Instrument No. 113559560; as affected by Amendment to Required Improvements Agreement recorded in Instrument No. 117117803.
21. Terms and conditions of the Traffic Signalization Agreement between Broward County, a political subdivision of the State of Florida and Wal-Mart Stores East, L.P., its successors and assigns recorded in Instrument No. 113559561.
22. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 16-185, recorded in Instrument No. 113935444.
23. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded on March 9, 2018 as Instrument No., 114937511.
24. The terms, provisions, and conditions contained in that certain Ordinance No. 2019-36, by the Board of County Commissioners of Broward County, Florida, recorded in Instrument No. 116224105.
25. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 20-15, recorded in Instrument No. 116246712.
26. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 19-21, recorded in Instrument No. 116246725.
27. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 20-40, recorded in Instrument No. 116246777.
28. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 116249433.

29. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded on December 20, 2019 as Instrument No., 116249434.
30. The terms, provisions, and conditions contained in that certain Recorded Notice of Environmental Resource Permit, recorded in Instrument No. 116496698.
31. The terms, provisions, and conditions contained in that certain Resolution No. 2021-049, by the Board of County Commissioners of Broward County, Florida, recorded in Instrument No. 117075262.
32. The terms, provisions, and conditions contained in that certain Resolution No. 2021-050, by the Board of County Commissioners of Broward County, Florida, recorded in Instrument No. 117092015.
33. Easement, granted from FC Miramar Phase IV, LLC to South Broward Drainage District, a political subdivision of the State of Florida, recorded in Instrument No. 117143140.
34. Easements, terms and conditions of the Reciprocal Easement Agreement between Ram Miramar LLC, a Florida limited liability company and FC Miramar Phase III, LLC, a Florida limited liability company and FC Miramar Phase IV, LLC, a Florida limited liability company recorded in Instrument No. 117161906.
35. Terms and conditions of the Park Agreement - Fee in Lieu of Land Miramar Station Phase I between The City of Miramar, a Florida municipal corporation and FC Miramar Phase III LLC recorded in Instrument No. 117332336.
36. Terms and conditions of the Service Agreement for Water and Sanitary Sewage Facilities for Miramar Station Phase I between City of Miramar, a municipal corporation of the State of Florida and FC Miramar Phase III, LLC recorded in Instrument No. 117355991.
37. Easement granted to Florida Power & Light Company recorded in Instrument No. 117384580.
38. Easement granted to Florida Power & Light Company recorded in Instrument No. 117521260.
39. Terms and conditions of the Perpetual Landscape Maintenance Agreement between City of Miramar, Florida, a municipal corporation of the State of Florida and FC Miramar Phase III, LLC, a Florida limited liability company recorded in Instrument No. 117535655.
40. Terms and conditions of the Maintenance and Indemnification Agreement (Miramar Station) between South Broward Drainage District, a political subdivision of the State of Florida and FC Miramar Phase IV, LLC, a Florida limited liability company recorded in Instrument No. 117899624.

Note: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

**CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | MARYLAND | MASSACHUSETTS | NEW YORK
NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE | WEST VIRGINIA**



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

2 South Biscayne Blvd., 21st Floor
Miami, FL 33131
T: 305.373.9400 F: 305.373.9443
nelsonmullins.com

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the Property pursuant to the Utility Easement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 9th day of January 2026.

Name: Lauren Deutch
Florida Bar No.:15541
Nelson Mullins Riley & Scarborough, LLP
2 South Biscayne Blvd.
21st Floor
Miami, FL 33131
305-373-9400

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 9th day of January, 2026, by Lauren Deutch, who () is personally known to me, or () produced a drivers license as identification.

Print Name: Claudia Orozco
Notary Public
My commission expires: _____
Commission Number: _____



CLAUDIA OROZCO DUNN
Commission # NH 283731
Expires July 4, 2026



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

2 South Biscayne Blvd., 21st Floor
Miami, FL 33131
T: 305.373.9400 F: 305.373.9443
nelsonmullins.com

Exhibit "A"
Legal Description

See Attached

EXHIBIT "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Parcel of Land, being a portion of Lot 1, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Westerly Southwesterly corner of said Lot 1; thence along the West line of said Lot 1, N01°49'55"W, 298.56 feet to a point; thence N89°44'56"E, 289.74 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears S77°16'35"W); thence Southerly, Southeasterly along the arc of said curve being concave to the East, having a radius of 37.00 feet, a central angle of 58°27'54", an arc distance of 37.75 feet to a point of tangency; thence N89°44'56"E, 169.78 feet to the Point of Beginning; thence continue N89°44'56"E, 30.00 feet to a point; thence SOO°15'04"E, 30.80 feet to a point; thence S89°44'56"W, 30.00 feet to a point; thence NOO°15'04"W, 30.80 feet to the Point of Beginning.

"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:

 **GUNTER GROUP, INC.**

LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507

9350 S.W. 22nd TERRACE

MIAMI, FLORIDA 33165

(305) 220-0073

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Utility Easement located in a Parcel of Land, being a portion of Lot 1 and Lot 2, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Portion "A":

Commence at the Southeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, N01°48'56"W, 373.30 feet; to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence S89°44'56"W, 3.66 feet to a point; thence N45°15'04"W, 13.72 feet to a point; thence S89°44'56"W, 26.22 feet to a Point "A"; thence N00°15'04"W, 10.35 feet to a point; thence N11°30'04"W, 139.76 feet to a point; thence N00°15'04"W, 162.35 feet to the point of termination of this portion of the Utility Easement.

From Point "A", thence S00°15'04"E, 224.00 feet to a point; thence S89°44'56"W, 40.00 feet to Point "B"; thence S89°44'56"W, 11.00 feet to Point "C"; thence S89°44'56"W, 89.00 feet to a point; thence N00°15'04"W, 17.67 feet to Point "D"; thence N00°15'04"W, 187.68 feet to a point; thence N00°15'04"W, 39.00 feet to Point "E"; thence N89°44'56"E, 93.24 feet to a point; thence N38°07'39"E, 31.04 feet to a point; thence N13°29'37"W, 22.71 feet to Point "F"; thence N13°29'37"W, 7.74 feet to Point "G"; thence N13°29'37"W, 55.91 feet to a point; thence N00°15'04"W, 151.43 feet to Point "H"; thence N00°15'04"W, 29.59 feet to the point of termination of this portion of the Utility Easement.

From Point "E", thence S89°44'56"W, 234.00 feet to a point; thence N00°15'04"W, 20.60 feet to a point; thence S89°44'56"W, 11.43 feet to Point "I"; thence N00°15'04"W, 88.10 feet to Point "J"; thence N00°15'04"W, 38.96 feet to Point "K"; thence N00°15'04"W, 75.18 feet to a point; thence N45°15'04"W, 91.92 feet to a point; thence S89°44'56"W, 103.07 feet to Point "L"; thence S89°44'56"W, 269.16 feet to Point "M"; thence N45°15'04"W, 9.90 feet to a point; thence S89°44'56"W, 195.48 feet to Point "N"; thence S89°44'56"W, 41.69 feet to Point "O"; thence S89°44'56"W, 34.01 feet to the point of termination of this portion of the Utility Easement.

From Point "I", thence S00°15'04"E, 40.60 feet to Point "Y"; thence N89°44'56"E, 147.93 feet to Point "Z"; thence N89°44'56"E, 84.74 feet to a point; thence S00°15'04"E, 19.00 feet to a point; thence N89°44'56"E, 12.76 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "Y", thence $S00^{\circ}15'04''E$, 135.89 feet to Point "C-1"; thence $S00^{\circ}15'04''E$, 119.70 feet to Point "D-1"; thence $S89^{\circ}44'56''W$, 13.51 feet to Point "E-1"; thence $S89^{\circ}44'56''W$, 15.35 feet to the point of termination of this portion of the Utility Easement.

From Point "L", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $S89^{\circ}44'56''W$, 249.16 feet to a point; thence $S89^{\circ}44'56''W$, 7.21 feet to Point P; thence $S89^{\circ}44'56''W$, 153.11 feet to a point; thence $S00^{\circ}15'04''E$, 257.83 feet to Point "Q"; thence $S01^{\circ}49'55''E$, 23.92 feet to the point of termination of this portion of the Utility Easement.

From Point "P", thence $S00^{\circ}15'04''E$, 28.00 feet to Point "R"; thence $S00^{\circ}15'04''E$, 39.84 feet to a point; thence $S22^{\circ}14'56''W$, 44.01 feet to Point "S"; thence $S22^{\circ}14'56''W$, 52.98 feet to Point "T"; thence $S22^{\circ}14'56''W$, 3.15 feet to a point; thence $S00^{\circ}15'04''E$, 60.88 feet to Point "F-1"; thence $S00^{\circ}15'08''E$, 43.36 feet to Point "G-1"; thence $S00^{\circ}14'46''E$, 17.14 feet to the point of termination of this portion of the Utility Easement.

From Point "T", thence $S67^{\circ}45'04''E$, 27.16 feet to a point; thence $N89^{\circ}44'56''E$, 118.39 feet to Point "U"; thence $N89^{\circ}44'56''E$, 12.15 feet to a point; thence $S00^{\circ}15'04''E$, 100.00 feet to Point "V"; thence $N89^{\circ}44'56''E$, 291.19 feet to a point; thence $N45^{\circ}15'04''W$, 29.13 feet to a point; thence $N45^{\circ}15'04''W$, 5.94 feet to the Point of termination of this portion of the Utility Easement.

From Point "V", thence $S00^{\circ}15'04''E$, 20.00 feet to a point; thence $N89^{\circ}44'56''E$, 158.43 feet to Point "W"; thence $S89^{\circ}44'56''W$, 127.49 feet to Point "X"; thence $S89^{\circ}44'56''W$, 20.00 feet to Point "Y" and the point of termination of this portion of the Utility Easement.

From Point "X", thence $S00^{\circ}15'04''E$, 73.88 feet to Point "A-1"; thence $S00^{\circ}15'04''E$, 115.45 feet to a point; thence $S07^{\circ}26'13''W$, 34.14 feet to Point "B-1"; thence $S07^{\circ}26'13''W$, 31.36 feet to a point; thence $S07^{\circ}26'13''W$, 33.82 feet to a point; thence $S83^{\circ}32'14''E$, 85.00 feet to the point of termination of this portion of the Utility Easement.

From Point "B", thence $N00^{\circ}15'04''W$, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "C", thence $S00^{\circ}15'04''E$, 36.00 feet to the point of termination of this portion of the Utility Easement.

From Point "D", thence $S89^{\circ}44'56''W$, 25.64 feet to the point of termination of this portion of the Utility Easement.

From Point "F", thence $S78^{\circ}29'56''W$, 9.15 feet to a point; thence $N11^{\circ}30'04''W$, 7.74 feet to the point of termination of this portion of the Utility Easement.

From Point "G", thence $S78^{\circ}29'56''W$, 8.88 feet to a point; thence $S78^{\circ}29'56''W$, 18.63 feet to the point of termination of this portion of the Utility Easement.

From Point "H", thence $S89^{\circ}44'56''W$, 18.88 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "J", thence S89°44'56"W, 52.09 feet to the point of termination of this portion of the Utility Easement.

From Point "K", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "M", thence S45°15'04"E, 28.28 feet to the point of termination of this portion of the Utility Easement.

From Point "N", thence S00°15'04"E, 51.81 feet to the point of termination of this portion of the Utility Easement.

From Point "O", thence S00°15'04"E, 64.93 feet to the point of termination of this portion of the Utility Easement.

From Point "Q", thence S86°52'34"E, 114.99 feet to Point "G-1" and the point of termination of this portion of the Utility Easement.

From Point "R", thence S89°44'56"W, 29.63 feet to the point of termination of this portion of the Utility Easement.

From Point "S", thence S67°45'04"E, 43.97 feet to the point of termination of this portion of the Utility Easement.

From Point "U", thence N00°15'04"W, 46.00 feet to the point of termination of this portion of the Utility Easement.

From Point "W", thence S00°15'04"E, 21.72 feet to the point of termination of this portion of the Utility Easement.

From Point "Z", thence S00°15'04"E, 26.00 feet to the point of termination of this portion of the Utility Easement.

From Point "A-1", thence S89°44'56"W, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "B-1", thence N45°15'04"W, 16.50 feet to a point; thence S89°44'56"W, 32.64 feet to the point of termination of this portion of the Utility Easement.

From Point "C-1", thence N89°44'56"E, 32.09 feet to the point of termination of this portion of the Utility Easement.

From Point "D-1", thence N89°44'56"E, 28.60 feet to the point of termination of this portion of the Utility Easement.

From Point "E-1", thence N02°44'34"E, 63.67 feet to the point of termination of this portion of the Utility Easement.

"SKETCH & LEGAL DESCRIPTION"

From Point "G-1", thence S86°52'34"E, 55.39 feet to a point; thence N89°44'56"E, 102.14 feet to Point "V" and the point of termination of this portion of the Utility Easement.

From Point "F-1", thence S89°44'56"W, 18.01 feet to the point of termination of this portion of the Utility Easement.

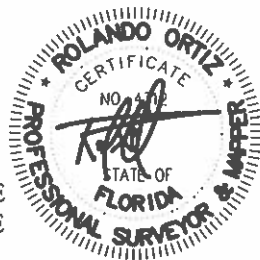
Portion "B":

Commence at the Southeasterly corner of said Lot 1; thence N86°34'02"W, 517.14 feet to a point on the Northerly Right-of-Way line of Miramar Parkway; thence N05°44'09"E, 145.70 feet to a point; thence S89°44'56"W, 112.40 feet to the Point of Beginning of the 20 feet wide Utility Easement lying 10 feet on each side of and continuous with the following described center line; thence N00°15'04"W, 103.02 feet to a point; thence N45°29'10"W, 42.25 feet to the point of termination of this portion of the Utility Easement.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.



Date: 06-11-2025
Job No.: 20-32159-E
Sketch No.: 29717-E

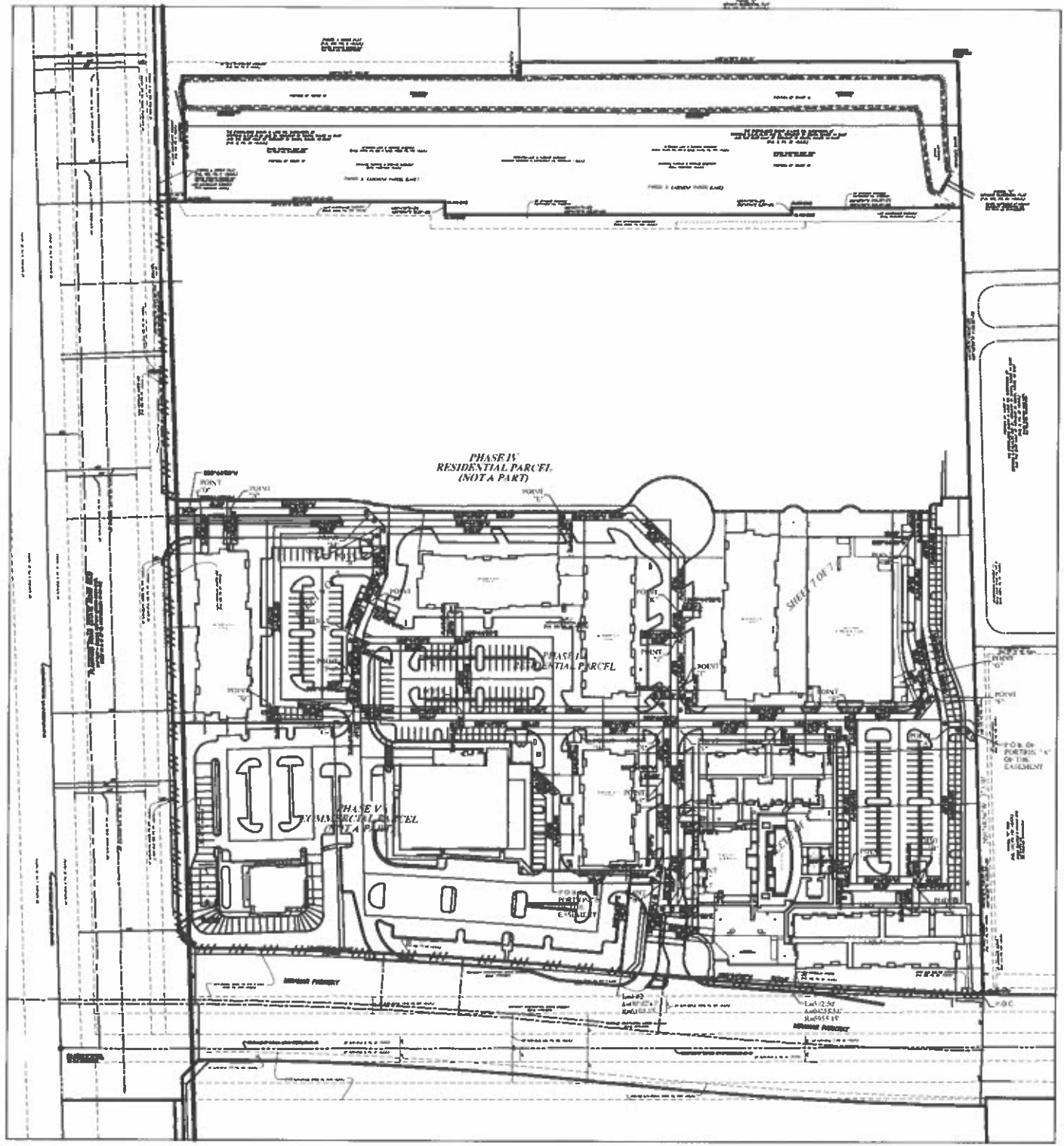
Rolando
Ortiz

Digitally signed by
Rolando Ortiz
Date: 2025.12.18
01:15:55 -05'00'

By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 200 feet



NOT VALID WITHOUT SHEET 1-4 AND 6-7 OF 7

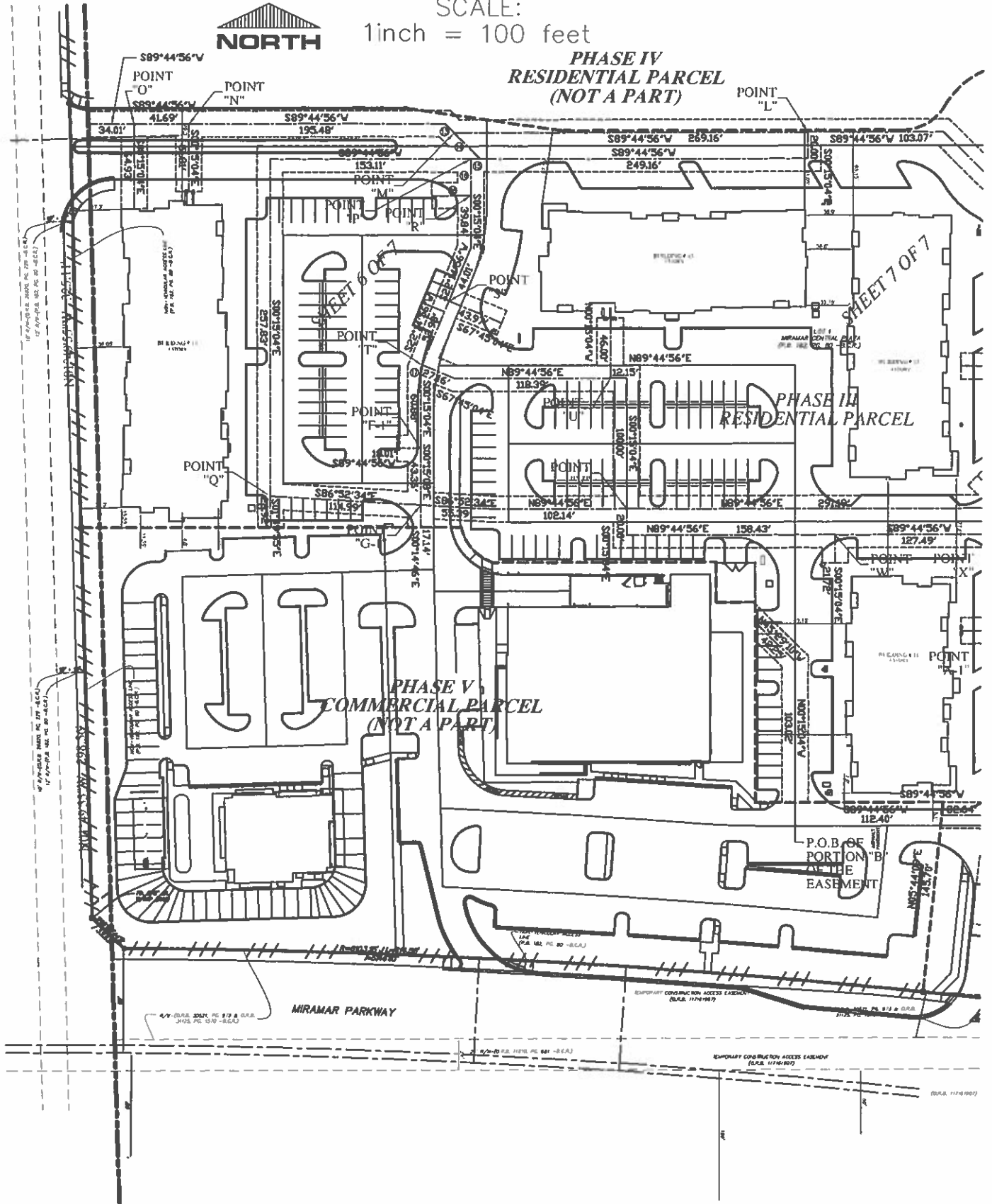
SHEET 5 OF 7

"SKETCH & LEGAL DESCRIPTION"



SCALE:
1 inch = 100 feet

**PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)**

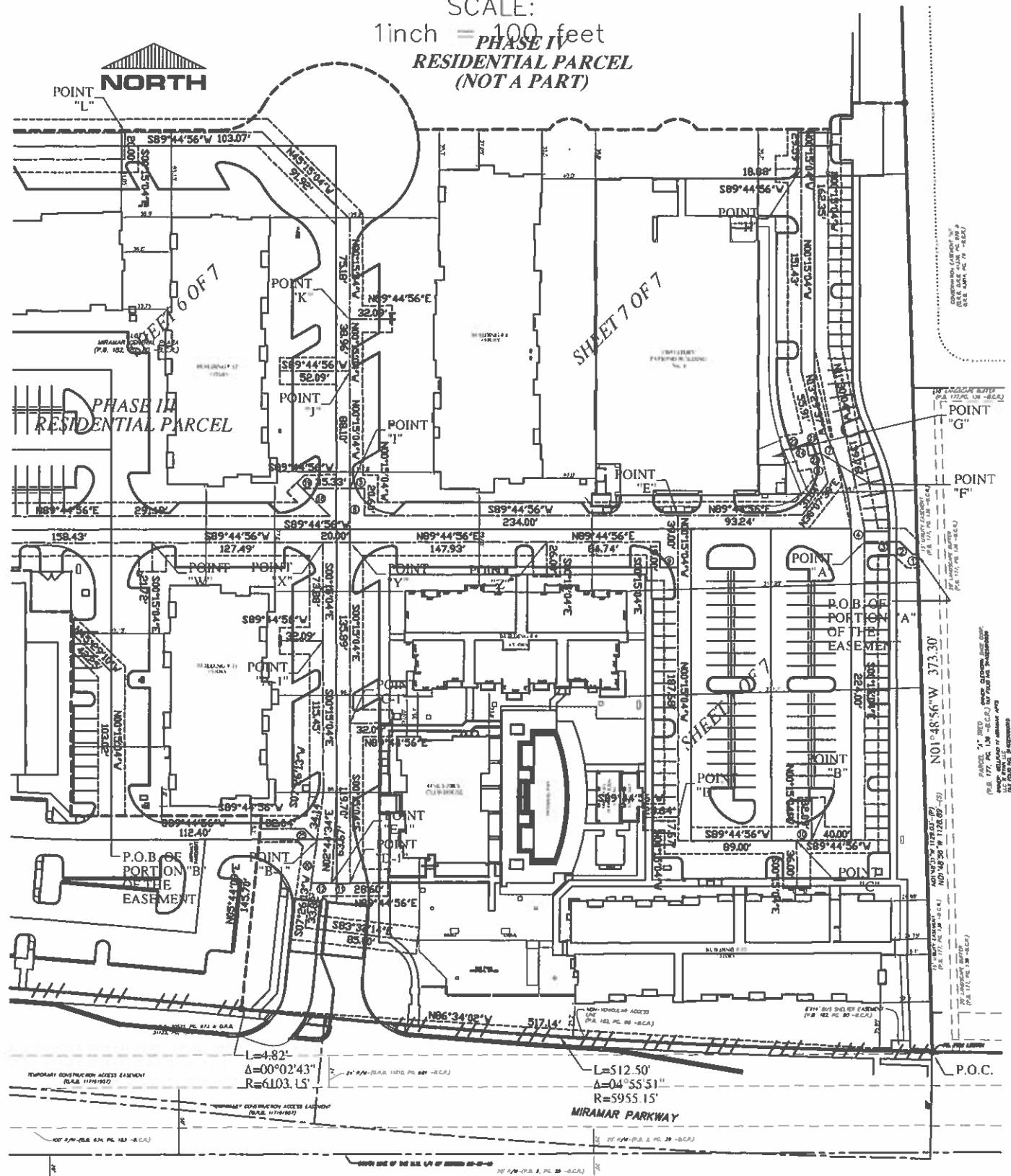


NOT VALID WITHOUT SHEET 1-5 AND 7 OF 7

SHEET 6 OF 7

"SKETCH & LEGAL DESCRIPTION"

SCALE:
1 inch = 100 feet
PHASE IV
RESIDENTIAL PARCEL
(NOT A PART)



NOT VALID WITHOUT SHEET 1-6 OF 7

SHEET 7 OF 7

This instrument prepared by:
Lauren Deutch, Esq.
Nelson Mullins Riley & Scarborough LLP
2 South Biscayne Blvd.
21st Floor
Miami, FL 33131

Upon Recording Return To:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

PCN: 514025-10-0010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed") is made this 7th day of January, 2026, from FC MIRAMAR PHASE III, LLC, a Florida limited liability company ("Grantor"), with an address at 2811 Ponce DeLeon Blvd, Suite 1010, Coral Gables, FL 33134, to the CITY OF MIRAMAR, a Florida Municipal Corporation, and its successors in interest ("Grantee"), with an address at 2300 Civic Center Place, Miramar, FL 33025

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "Property") located and situate in the County of Broward and State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2026 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR does warrant and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

FC MIRAMAR PHASE III, LLC, a Florida limited liability company

Witness #1:

By: FCI Residential Corporation, a Florida corporation, its Manager

[Signature]
Print Name: Anthony Loyacua
Address: 2811 Ponce De Leon Blvd.
Suite 1010
Coral Gables, FL 33134

By: [Signature]
Juan Porro, Vice President

Witness #2:

[Signature]
Print Name: Lisette Saballos
Address: 2811 Ponce De Leon Blvd.
Suite 1010
Coral Gables, FL 33134

STATE OF FLORIDA)
) ss.
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of January, 2026, by Juan Porro, as Vice President of FCI Residential Corporation, a Florida corporation, as Manager of FC MIRAMAR PHASE III, LLC, a Florida limited liability company. The above-named individual is personally known to me or has produced _____ as identification.

[Signature]
Notary Public – State of Florida

(Notary Seal)

My Commission expires: April 19, 2027



EXHIBIT "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Parcel of Land, being a portion of Lot 1, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Westerly Southwesterly corner of said Lot 1; thence along the West line of said Lot 1, N01°49'55"W, 298.56 feet to a point; thence N89°44'56"E, 289.74 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears S77°16'35"W); thence Southerly, Southeasterly along the arc of said curve being concave to the East, having a radius of 37.00 feet, a central angle of 58°27'54", an arc distance of 37.75 feet to a point of tangency; thence N89°44'56"E, 169.78 feet to the Point of Beginning; thence continue N89°44'56"E, 30.00 feet to a point; thence S00°15'04"E, 30.80 feet to a point; thence S89°44'56"W, 30.00 feet to a point; thence N00°15'04"W, 30.80 feet to the Point of Beginning.

"SKETCH & LEGAL DESCRIPTION"

PREPARED BY:

 **GUNTER GROUP, INC.**
LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Parcel of Land, being a portion of Lot 1, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

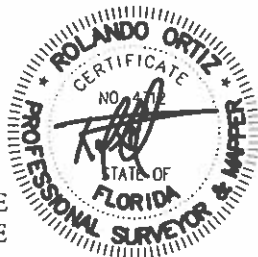
Commence at the most Westerly Southwesterly corner of said Lot 1; thence along the West line of said Lot 1, N01°49'55"W, 298.56 feet to a point; thence N89°44'56"E, 289.74 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears S77°16'35"W); thence Southerly, Southeasterly along the arc of said curve being concave to the East, having a radius of 37.00 feet, a central angle of 58°27'54", an arc distance of 37.75 feet to a point of tangency; thence N89°44'56"E, 169.78 feet to the Point of Beginning; thence continue N89°44'56"E, 30.00 feet to a point; thence S00°15'04"E, 30.80 feet to a point; thence S89°44'56"W, 30.00 feet to a point; thence N00°15'04"W, 30.80 feet to the Point of Beginning.

Containing a total net area of 924 square feet.

SURVEYOR'S NOTES:


- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N01°49'55"W along the Westerly boundary line of Lot 1, of MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, at Page 80, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) The Digital Signature and Date, pursuant to Chapter 5J-17, Florida Administrative Code, under Section 5J-17.062. The "Digital Date" may not reflect the date of Survey or the latest revision date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.



Date: 11-26-2024
Job No.: 24-33209-E
Sketch No.: 31069-E

Rolando
Ortiz


Digitally signed by Rolando Ortiz
Date: 2024.12.02 23:35:22 -05'00'
By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

NOT VALID WITHOUT SHEET 2 OF 2

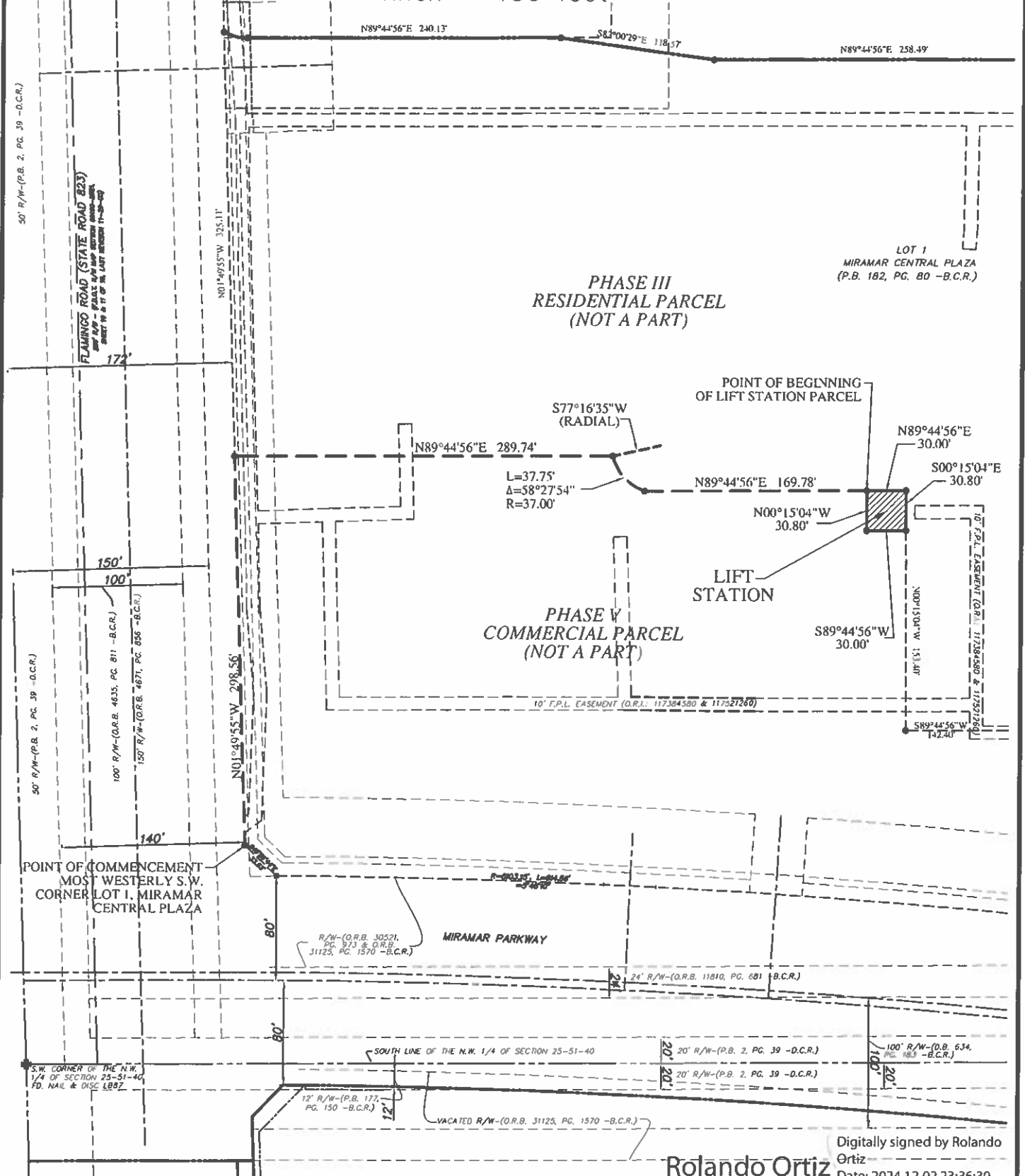
(SHEET 2 OF 2 CONTAINS SKETCH & LEGAL DESCRIPTION)

SHEET 1 OF 2

"SKETCH & LEGAL DESCRIPTION"



SCALE:
1 inch = 100 feet



PHASE III
RESIDENTIAL PARCEL
(NOT A PART)

LOT 1
MIRAMAR CENTRAL PLAZA
(P.B. 182, PG. 80 -B.C.R.)

PHASE V
COMMERCIAL PARCEL
(NOT A PART)

POINT OF BEGINNING
OF LIFT STATION PARCEL

LIFT
STATION

MIRAMAR PARKWAY

NOT VALID WITHOUT SHEET 1 OF 2
(SHEET 1 OF 2 CONTAINS LEGAL DESCRIPTIONS AND SURVEYORS NOTES)

Rolando Ortiz
Digitally signed by Rolando Ortiz
Date: 2024.12.02 23:36:30 -05'00'

SHEET 2 OF 2



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

2 South Biscayne Blvd., 21st Floor
Miami, FL 33131
T: 305.373.9400 F: 305.373.9443
nelsonmullins.com

OPINION OF TITLE

To: City of Miramar

Pursuant to F.S. Chapter 177.041(b), this Opinion of Title is furnished to the City of Miramar (the "City") as inducement for acceptance of the Lift Station Parcel covering the real property hereinafter described, I hereby certify that our search commences with the Earliest Public Records (EPR). I have reviewed ALTA Owner's Policy of Title Insurance issued by First American Title Insurance Company with FATIC file number NCS-1203664-CHI2 and an effective date of March 1, 2024, at 3:34 p.m., and an ATIDS search provided by Attorneys Title Insurance Fund Inc. from that date through January 7, 2026, at 11:00 PM and have examined such other information as may be necessary to deliver this opinion to the City and for this opinion to be based upon a comprehensive search of the Public Records of Broward County, Florida, in regard to the following described real property:

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

I am of the opinion that on the last-mentioned date, the fee simple title to the above-described real property was vested in:

FC Miramar Phase III, LLC, a Florida limited liability company, by virtue of Instrument No. 116249434.

Subject to the following:

Mortgage(s) of Record:

None.

GENERAL EXCEPTIONS:

1. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.

SPECIAL EXCEPTIONS:

1. Matters shown on the Plat of Miramar Central Plaza, recorded in Plat Book 182, Page 80 through 86; as affected by Agreement for Amendment of Notation on Plat recorded in Instrument No. 116650297; as affected Amendment to Nonvehicular Access Lines, recorded in Instrument No. 117117804.

2. The terms, provisions, and conditions contained in that certain Certificate of Acknowledgment, recorded in Book 29095, Page 1627 of Official Records.
3. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 02-16, recorded in Book 33484, Page 1792 of Official Records.
4. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 40018, Page 739 of Official Records; as affected by First Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Book 41003, Page 1499 of Official Records; as affected by Second Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Book 41507, Page 1907 of Official Records; as affected by Third Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Book 44811, Page 1949 of Official Records; as affected by Fourth Amendment to the Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., recorded in Instrument No. 115136323 .
5. Terms and conditions of the Memorandum of Agreement between Cleghorn Shoe Corp., a Massachusetts corporation and Westbrooke Homes, a Florida general partnership, Ha-Len Martinique, LLC, a Florida limited liability company, Flamingo Cove LLC, a Florida limited liability company and Red Road Holdings LLC, a Delaware limited liability company recorded in Book 40018, Page 821 of Official Records.
6. Terms and conditions of the Memorandum of Agreement between Cleghorn Shoe Corp., a Massachusetts corporation and Westbrooke Homes, a Florida general partnership, Ha-Len Martinique, LLC, a Florida limited liability company, Flamingo Cove LLC, a Florida limited liability company and Red Road Holdings LLC, a Delaware limited liability company recorded in Book 40018, Page 842 of Official Records.
7. Declaration of Covenants, Conditions and Restrictions recorded in Book 41339, Page 684 of Official Records.
8. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 06-11, recorded in Book 41611, Page 673 of Official Records.
9. Terms and conditions of the Educational Mitigation Agreement between Broward County, a political subdivision of the State of Florida and City of Miramar, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns and The School Board of Broward County, a body corporate and political subdivision of the State of Florida recorded in Book 42694, Page 1999 of Official Records; as affected by First Amendment to Educational Mitigation Agreement in Connection with Broward County Land Use Text Amendment PCT 05-4 as amended by PCT 15-4., recorded in Instrument No. 115347076; as affected by Second Amendment to Educational Mitigation Agreement in Connection with Broward County Land Use Text Amendment PCT 05-4 as amended by PCT 15-4., as amended by PCT 19-7 recorded in Instrument No. 116876996; as affected by that certain Acknowledgement of Modification to Residential Unit Mix Pursuant to Educational Mitigation Agreement recorded in Instrument No. 119987182.

10. Easement, granted from Wal-Mart Stores East, L.P., a Delaware limited partnership to South Florida Water Management District and Broward County, a political subdivision of the State of Florida, their successors, successors-in-interest or assignees, recorded in Book 43814, Page 178 of Official Records.
11. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 15-59, recorded in Instrument No. 112805186.
12. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 15-60, recorded in Instrument No. 112805187.
13. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 15-58, recorded in Instrument No. 112805188.
14. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 15-09, recorded in Instrument No. 112805189.
15. Terms and conditions of the Security/Lien Agreement Installation of Required Improvements between Wal-Mart Stores East, L.P., its successors and assigns and Miramar Central Plaza recorded in Instrument No. 113559560; as affected by Amendment to Required Improvements Agreement recorded in Instrument No. 117117803.
16. Terms and conditions of the Traffic Signalization Agreement between Broward County, a political subdivision of the State of Florida and Wal-Mart Stores East, L.P., its successors and assigns recorded in Instrument No. 113559561.
17. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 16-185, recorded in Instrument No. 113935444.
18. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded on March 9, 2018 as Instrument No., 114937511.
19. The terms, provisions, and conditions contained in that certain Ordinance No. 2019-36, by the Board of County Commissioners of Broward County, Florida, recorded in Instrument No. 116224105.
20. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Resolution No. 20-15, recorded in Instrument No. 116246712.
21. The terms, provisions, and conditions contained in that certain City of Miramar, Florida Ordinance No. 19-21, recorded in Instrument No. 116246725.
22. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 116249433.
23. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded on December 20, 2019 as Instrument No., 116249434.

24. The terms, provisions, and conditions contained in that certain Recorded Notice of Environmental Resource Permit, recorded in Instrument No. 116496698.
25. IV, LLC, a Florida limited liability company recorded in Instrument No. 117161906.
26. Terms and conditions of the Park Agreement - Fee in Lieu of Land Miramar Station Phase I between The City of Miramar, a Florida municipal corporation and FC Miramar Phase III LLC recorded in Instrument No. 117332336.
27. Terms and conditions of the Service Agreement for Water and Sanitary Sewage Facilities for Miramar Station Phase I between City of Miramar, a municipal corporation of the State of Florida and FC Miramar Phase III, LLC recorded in Instrument No. 117355991.
28. Terms and conditions of the Perpetual Landscape Maintenance Agreement between City of Miramar, Florida, a municipal corporation of the State of Florida and FC Miramar Phase III, LLC, a Florida limited liability company recorded in Instrument No. 117535655.
29. Terms and conditions of the Maintenance and Indemnification Agreement (Miramar Station) between South Broward Drainage District, a political subdivision of the State of Florida and FC Miramar Phase IV, LLC, a Florida limited liability company recorded in Instrument No. 117899624.

Note: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

2 South Biscayne Blvd., 21st Floor
Miami, FL 33131
T: 305.373.9400 F: 305.373.9443
nelsonmullins.com

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the conveyance of the Property pursuant to the Special Warranty Deed.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 9th day of January 2026.

Name: Lauren Deutch
Florida Bar No.:15541
Nelson Mullins Riley & Scarborough, LLP
2 South Biscayne Blvd.
21st Floor
Miami, FL 33131
305-373-9400

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 9th day of January, 2026, by Lauren Deutch, who is personally known to me, or () produced a drivers license as identification.

Print Name: Claudia Orozco
Notary Public
My commission expires: _____
Commission Number: _____



CLAUDIA OROZCO DUNN
Commission # NH 283731
Expires July 4, 2026

Exhibit "A"
Legal Description

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

A Parcel of Land, being a portion of Lot 1, MIRAMAR CENTRAL PLAZA, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Westerly Southwesterly corner of said Lot 1; thence along the West line of said Lot 1, N01°49'55"W, 298.56 feet to a point; thence N89°44'56"E, 289.74 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears S77°16'35"W); thence Southerly, Southeasterly along the arc of said curve being concave to the East, having a radius of 37.00 feet, a central angle of 58°27'54", an arc distance of 37.75 feet to a point of tangency; thence N89°44'56"E, 169.78 feet to the Point of Beginning; thence continue N89°44'56"E, 30.00 feet to a point; thence S00°15'04"E, 30.80 feet to a point; thence S89°44'56"W, 30.00 feet to a point; thence N00°15'04"W, 30.80 feet to the Point of Beginning.

eighty dollars and forty eight cents (United States Dollars) (\$268,180.48), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives.

SEALED with our Seals, signed and delivered this 27th day of April, 2022.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain Water, Sewer and Reuse
(Specify type of improvement: water, sewer, reuse, paving, drainage)
subdivision improvements for Miramar Station Phase 1; and
(Name of Project)

WHEREAS, the Code of the City of Miramar requires that adequate security be posted to insure prompt repair or replacement of those subdivision improvements accepted by the City, and

WHEREAS, PRINCIPAL is required to, within fifteen (15) calendar days of being notified by the City's Director of Public Works/Utilities, repair or replace damaged or defective subdivision improvements for Miramar Station Phase 1 attached hereto and
(Name of Project)
and incorporated herein,

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if PRINCIPAL;

1. Corrects defects or repairs damage to subdivision improvements in a timely manner as specified by the Director of Public Works/Utilities; and
2. Pays promptly all persons, firms and corporations that supply labor, materials and supplies used in the repair and replacement of the subdivision improvements, for a period of twelve (12) continuous months from _____
(Date of Acceptance)

3. At the end of the one year maintenance period, the sanitary sewer system shall be cleaned and televised. The storm sewer system shall be cleaned free of any accumulated sediment during said maintenance period. Then this Surety Bond shall be void; otherwise it remains in full force.

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refused to repair or replace damaged or defective subdivision improvements, the CITY has the right to recover the full amount of this Surety Bond for the purpose of the amount due to the CITY up to the face amount of the Bond by letter signed by the Director of Public Works/Utilities, or a designee, stating that the PRINCIPAL has defaulted on its obligation to complete the required repairs. PRINCIPAL and SURETY also understand, in the event the CITY elects to collect monies from SURETY and the funds recovered thereby prove insufficient to complete the repairs, the PRINCIPAL shall be liable hereunder to pay to the CITY upon the completion of the repairs the final total cost thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL' S failure to comply with all of the requirements hereof.

In the event the CITY receives a Notice of Cancellation of this Surety Bond and a substitute form of security is not received by the CITY sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

PRINCIPAL and SURETY jointly and severally understand and agree that the failure to complete the designated repairs within fifteen (15) calendar days after written notice from the CITY to do so, shall be deemed a default and refusal to comply with the requirements of this Maintenance Bond.

This Maintenance Bond shall remain in full force and effect for a period of one (1) year, beginning on _____ and ending _____
(Date of Acceptance)

IN WITNESS WHEREOF the PRINCIPAL has caused this Bond to be executed by its President and attested by its Secretary and its corporate seal to be affixed or by its general partner; the SURETY has caused this Bond to be executed in its name by its Attorney-In-Face duly authorized thereunto so to do, and its corporate seal to be affixed, all on the date first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

PRINCIPAL

ATTEST:


Secretary




Juan Porro, Manager of PRINCIPAL

(SEAL)

WITNESSES:





SURETY

SEAL

Signed, Sealed and Delivered

By:



Frances Rodriguez, Attorney-In-Fact
As SURETY

In the Presence of:



Anne Potter, Witness



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Valorie Spates and Beverly A. Woolford of Garden City, New York; Kemal Brkanovic, Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Pablo Garcia Horcajo, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan, Anne Potter, Frances Rodriguez and Nancy Schnee of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 28th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 28th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 27th, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
 December 31, 2021
 (in thousands)


<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ (587,308)	Outstanding Losses and Loss Expenses	\$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,186
Other Bonds	5,894,873	Unearned Premiums	2,400,711
Stocks	875,586	Ceded Reinsurance Premiums Payable	386,332
Other Invested Assets	<u>1,847,712</u>	Other Liabilities	<u>498,472</u>
TOTAL INVESTMENTS	<u>12,022,201</u>	TOTAL LIABILITIES	<u>13,451,094</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,838	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,866	Unassigned Funds	<u>1,903,522</u>
Chubb Indemnity Ins. Co.	183,242		
Chubb National Ins. Co.	180,801	SURPLUS TO POLICYHOLDERS	<u>4,635,978</u>
Other Affiliates	116,373		
Premiums Receivable	1,726,853		
Other Assets	<u>3,076,466</u>		
TOTAL ADMITTED ASSETS	<u>\$ 18,087,070</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 18,087,070</u>

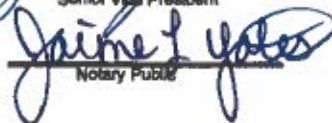
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2021, investments with a carrying value of \$508,085,162 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2021.

Sworn before me this March 16, 2022

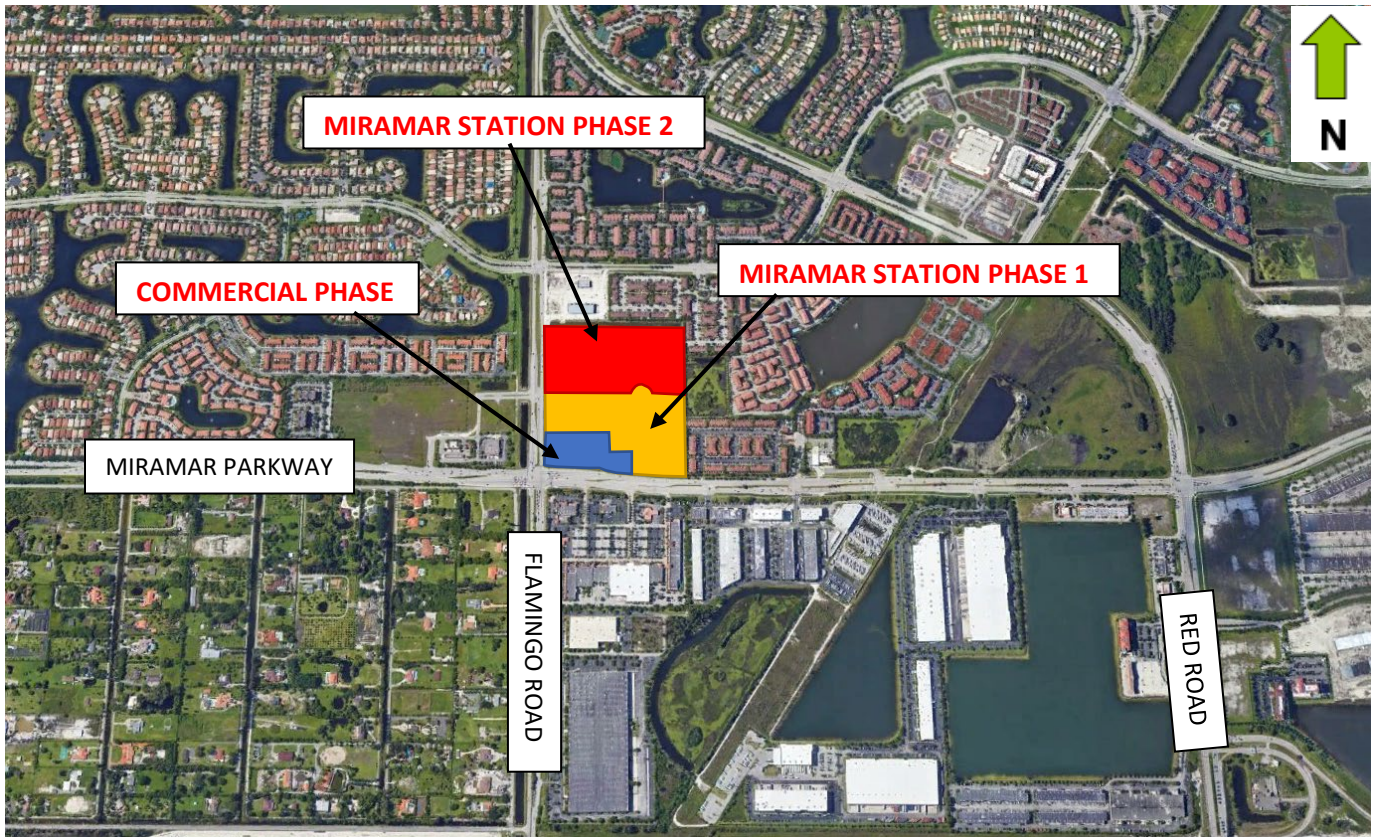

 Senior Vice President


 Notary Public

September 19, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Jaime L. Yates, Notary Public
 Philadelphia County
 My commission expires September 19, 2023
 Commission number 1357070
 Member, Pennsylvania Association of Notaries

LOCATION MAP



SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES**FOR**Miramar Station Phase I

This Service Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this 16 day of JUNE, 2021 by and between the City of Miramar, a municipal corporation of the State of Florida (the "City") whose address is 2300 Civic Center Place, Miramar, Florida and FC MIRAMAR PHASE III, LLC. (the "Developer") whose address is 2199 Ponce de Leon Street, Coral Gables, Florida 33134. City and Developer shall collectively be referred to in this Agreement as the "Parties".

RECITALS

- I. The Developer is the owner of real property in the City of Miramar, Broward County, Florida, as more particularly shown and described in the attached Exhibit "A" (the "Property").
- II. The Property is suitable for development but is presently without water and sewer facilities.
- III. The City owns and operates water and sewer systems throughout the City (the "City's Systems").
- IV. The Developer, at its sole cost and expense, is willing to design, construct and install the necessary water mains, valves, fire hydrants, services, firelines, sewage pumping station, force main, gravity sewer mains, manholes, extensions, laterals and other appurtenances necessary to furnish water supply and sewage disposal service to the Property.
- V. The City desires to allocate water and sewer treatment plant capacity, if available, for the Property, and to provide water service from the water transmission facilities and sewage disposal service through its sewage transmission facilities in the vicinity of the Property.
- VI. Both the City and the Developer recognize that water is a natural resource of limited supply that must be regulated and controlled to assure an adequate supply for all members of the public and that this natural resource must only be the subject of a reasonable beneficial use so that the quantity used is necessary for economic and efficient utilization for a purpose and in a manner that is both reasonable and consistent with the public interest.
- VII. Both the Developer and the City recognize that the supply of water and the collection and disposal of sewage by the City for the Property are subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies.

VIII. The Developer recognizes and agrees that the City's obligations for the provision of water and for the collection and disposal of sewage for the Property are at all times subject to such governmental regulation, prohibition, limitation and restriction, and that these factors are beyond the control and responsibility of the City.

IX. The Developer recognizes and agrees that the City has existing engineering standards of construction for engineering design specifications, which may be amended from time to time and that must be complied with.

X. The City and the Developer desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of water and sewer service for the Property.

XI. Developer has requested the reservation of 161 Equivalent Residential Connections pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties covenant and agree as follows:

A. Definitions.

1. *Department* means the City's Construction and Facilities Management Department.
2. *Director* means the Director or City Engineer for the City's Engineering Services or its authorized representative.
3. *Engineering Standards* means the construction and/or design specifications established by the City's Construction and Facilities Management Department, which are existing at the time of Project detailed engineering design.
4. *Equivalent Residential Connection ("ERC")* shall have the meaning set forth in the City's Code of Ordinances.
5. *On Site Private Facilities* means all water and sewer facilities not conveyed to the City and which are not located within dedicated rights of way or City owned easement areas, including but not limited to all plumbing facilities located on private property. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.
6. *Plans and Specifications* means the plans, specifications and any other technical data necessary for the construction of the Water and Sewage

Facilities. The Plans and Specifications shall be prepared and certified by a Florida registered professional engineer.

7. *Water and Sewage Facilities* means all the necessary water and sewer facilities to serve the Property, including but not limited to any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, services and all appurtenances thereto necessary for a complete water and sewer system.

B. Proposed Use.

The Developer intends to construct 316 apartments and a clubhouse on the Property for a total of 161 ERCs (the "Project").

C. Developer's Obligations.

1. Design. The Developer, at its sole cost and expense, shall be responsible for designing and preparing the Plans and Specifications in accordance with the existing or as amended Engineering Standards. The Plans and Specifications shall be approved in writing by the Director and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Director and a construction permit is issued.
2. Construction and Installation. The Developer, at its sole cost and expense, shall construct and install the Water and Sewage Facilities in accordance with the approved Plans and Specifications.
3. Onsite Private Facilities. The Developer, at its sole cost and expense, shall design, construct and install all Onsite Private Facilities. The Onsite Private Facilities shall be owned, operated repaired and maintained by the Developer, its successors and/or assigns, in good order and condition and in accordance with applicable City regulations. As part of the Onsite Private Facilities, Developer shall install cleanout on consumer's sewage service at the Property line or easement line in accordance with current Utility Standard Details. The City shall not be liable or responsible for any defects or repairs to the Onsite Private Facilities.
4. Inspections. The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Water and Sewage Facilities to insure compliance with accepted civil engineering practices and the approved Plans and Specifications. Prior to conveying the Water and Sewer Facilities to the City, the engineer shall certify in writing that

the construction and installation of the Water and Sewage Facilities comply with accepted civil engineering practices and are in substantial conformance with the approved Plans and Specifications. The City shall have the right but not the obligation to make inspections of all the construction work performed by or for the Developer under the terms of this Agreement, including both onsite and offsite facilities, and regardless of whether or not the facilities will be subsequently owned by the City. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.

5. **Compliance with Applicable Laws.** The work to be performed by Developer pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state Statutes, County and City ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.
6. **Approvals and Permits.** The Developer or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for all the Water and Sewage Facilities contemplated in the approved Plans and Specifications.
7. **Accuracy of Information.** The Developer shall furnish to the City accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.
8. **Surety Bonds.** Developer shall post a surety bond in the amount of 125% of the Engineer's estimated construction cost of the work as shown on the approved Plans and Specifications, as a guaranty that the work will be completed in accordance with the approved Plans and Specifications. The surety bond shall be posted with a surety company acceptable to the City and that is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power of attorney authorizing him to do so. A bond must be countersigned by the surety's Florida agent. In all such bonds, the City shall be named as "Obligee." A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City.

D. Pre-construction Meeting.

Developer and/or his contractor shall arrange for and hold a pre-construction meeting with the Director or an authorized representative. Notification of said meeting shall be made in writing and received by the Parties 72 hours in advance of said meeting. The meeting shall be held at least 24 hours prior to start of each phase of construction. The meeting shall take place at the City or at a place convenient to the Director.

E. Engineers Present at Tests.

During construction and at the time when periodic inspections are required, to wit, at water and force main pressure testing, sewer lamping and at sewer exfiltration tests, the Director or his authorized representative may be present and Developer's engineer shall be present to observe and witness tests for determination of conformance to the approved Plans and Specifications. The Developer shall notify the City a minimum of 48 hours in advance of said tests so that the City may make the necessary arrangements for witnessing the test.

F. Conveyance of Water and Sewage Facilities to the City.

Upon completion and approval of the Water and Sewage Facilities contemplated herein for City ownership, the Developer shall, at no cost to the City:

1. Conveyance Documents.
 - 1.1 Convey to the City, its successor or assigns all of the right, title and interest of the Developer in and to all Water and Sewage Facilities, free and clear of liens and encumbrances. Such conveyance shall be by Bill of Sale in a form provided by and approved by the City.
 - 1.2 Deliver to the City a No Lien Affidavit in a form provided by and approved by the City.
 - 1.3 Deliver to the City a Waiver and Release of Lien form all contractors, subcontractors and suppliers of materials or labor who might have acquired an interest in the Water and Sewage Facilities and/or the Property as a result of performing work, supplying materials or labor or otherwise. The Waiver and Release of Lien shall be in a form provided by and approved by the City.
 - 1.4 Deliver to the City a Warranty on a form provided by and approved by the City warranting the Water and Sewage Facilities, the contents of

which Warranty are described hereinafter.

- 1.5 Deliver to the City all original manufacturers' warranties and/or operation manuals covering the Water and Sewage Facilities.
- 1.6 Deliver to the City one (1) complete set of mylar as-built drawings showing all the Water and Sewage Facilities, easements and rights-of-way as located by a Florida licensed surveyor, along with two prints of the as-built drawings sealed by a Florida licensed surveyor and certified by Developer's engineer of record. The as-built drawings shall also be submitted in a digital format compatible with the City's CAD system, and approved by the Director.
- 1.7 Deliver to the City the T.V. inspections of the gravity sewer system performed one month before the expiration of the warranty period described in Section F 3.1 of this Agreement.

2. Easements and Warranty Deeds.

- 2.1 Grant to the City, its successors and assigns, a perpetual easement and/or right of way on, over, under and across those portions of the Property necessary for the construction, installation, repair, relocation and/or maintenance of the Water and Sewage Facilities. Such Grant of Easements shall be in a form provided and approved by the City and shall be accompanied by i) an Opinion of Title in a form provided and approved by the City, prepared by a Florida licensed attorney or Florida licensed title company, indicating that title to the easement property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the easement property, and ii) appropriate subordinating releases and/or satisfaction from subordinate lienors and/or mortgagees having an interest in the easement property.
- 2.2 Convey to the City, its successors and assigns, title to the lands where lift and/or pumping stations are located. Such conveyance shall be by Warranty Deed in a form provided by and approved by the City and accompanied by i) an Opinion of Title in a form provided by and approved by the City indicating that title to the property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the property, and ii) appropriate releases and/or satisfaction from lienors and/or mortgagees having an interest in the property.

3. Warranties and Bonds.

- 3.1 Warrant that the Water and Sewage Facilities to be owned by the City

shall be free from any and all defects in materials and workmanship. The Developer also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. Said warranties shall remain in full force and effect for a period of one year from the date of final acceptance of the facilities by the City. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one year from the date of final acceptance by the City of those repairs and/or replacements.

- 3.2 Simultaneous with the conveyance of the Water and Sewage Facilities, the Developer shall deliver to the City an executed surety bond meeting the requirements of Section C.8. or letter of credit acceptable to the City in an amount equal to 25% of the actual cost of construction of the Water and Sewage Facilities, guaranteeing all work pursuant to this Agreement against any and all defects in material, equipment or construction for a period of one year following the date of final acceptance of the Water and Sewage Facilities by the City.

Upon demand by the City, the Developer shall correct or cause to be corrected all such defects that are discovered within the warranty period as set forth above, failing which the City may make such repairs and/or replacements of defective work and/or materials, and the Developer and/or its surety shall be liable to the City for all costs arising therefrom.

G. Final Acceptance of Water and Sewage Facilities by City.

1. For the acceptance of such water and sewer facilities, the City shall act through the City Manager in those instances where the easement is related to improvements that were dedicated by plat or other instrument that had been previously approved by the City Commission, and shall act through the City Commission in all other instances.
2. The Developer agrees that following final acceptance, the Water and Sewage Facilities installed by the Developer to be owned by the City pursuant to the terms of this Agreement shall at all times remain the sole, complete and exclusive property of the City under the City's exclusive control and operation.
3. Final acceptance may be accomplished for reasonable segments of the Water and Sewage Facilities upon written approval by the Director and so long as the Developer has complied with all terms and provisions of this Agreement with respect to such segments.

4. Prior to the issuance of the Certificate of Occupancy for the last building within this Project, the Developer shall clean the entire sanitary sewer system and shall provide the City with the T.V. inspections of the sewer system reflecting that such cleaning has been performed.
5. No Certificates of Occupancy shall be issued by the City until final acceptance of the Water and Sewage Facilities as provided for in this section.

H. City's Obligations.

1. The responsibility of the City to provide water and/or sewage disposal service under this Agreement shall be limited to:
 - 1.1 The property presently owned by Developer as described in Exhibit "A" to this Agreement; and
 - 1.2 The ERCs provided for in Section B of this Agreement.

I. Indemnification and Hold Harmless by Developer.

1. For ten dollars (\$10.00) and other good and valuable consideration paid by the City to the Developer, receipt of which is hereby acknowledged, the Developer agrees to indemnify and hold the City harmless forever from all damages, liability, cost and expense, including reasonable attorney's fees, related to negligence of the Developer, its officers, agents and employees and from any foreseeable damage to the Water and Sewage Facilities constructed by the Developer and conveyed to the City caused by negligence of the Developer, its officers, agents and employees. Indemnification shall include costs for physical repair of the City's system.
2. For ten dollars (\$10.00) and other good and valuable consideration paid to the Developer by the City, the Developer agrees to hold City harmless from any and all liability and/or damages for City's non-performance under this Agreement as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter in this Agreement, or from any discontinuation of water and sewage services as a result of the conditions specified in Section L of this Agreement. In the event of City's non-performance under this Section, this Agreement shall be null and void and not enforceable by either party with respect to those portions of Developer's Property for which City is prevented from performance.
3. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

J. Force Majeure.

Any temporary cessation or interruption of water and/or sewer services to the Property or the performance by the City of any of the obligations or conditions herein or from exercising its rights due to or resulting from this Agreement caused by a force majeure event or necessary maintenance work, breakdown of or damages to machinery, pumps or pipelines shall not constitute a breach of this Agreement, nor shall it impose liability upon the City by the Developer, its successors or assigns. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability of City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military, or otherwise, and other causes beyond the control of either party, whether or not specifically enumerated herein.

K. Impact Fees.

Developer agrees that a condition to the City providing water and/or sewer service under this Agreement is the payment of water and sewer impact fees due pursuant to any City ordinance imposing such fees as may be adopted or amended by the City. Developer shall pay water and sewer impact fees in an amount as required by Chapter 21 "Utilities", Article V "Water and Sewer Impact Fees", or any other City ordinance imposing such fees in effect on the date such water and sewer impact fees are paid. Pursuant to Section 21-195(g) of the City Code of Ordinances, if the number of ERCs for any project has been determined under Section 21-195, the Director of Construction and Facilities Management may elect to audit the accuracy of the determination in the manner set forth in Section 21-195 (g). Any audit shall be based upon actual demand during the twelve-month period within three years of issuance of the certificate of occupancy, adjusted for the percentage of actual occupancy and use during each relevant period. If the audit concludes that the actual demand exceeds the number of ERCs previously determined under Section 21-195, the developer shall pay for the additional ERCs within 30 days of receiving the audit. If the audit concludes that the actual demand is less than the number of ERCs determined under Section 21-195, the City shall reimburse the developer for the difference. If the developer fails to make additional impact fee payments required under this paragraph, the City shall have the right to place a lien on the property in accordance with Paragraph X.

L. Conditions to Service by City.

City's obligations to provide water and sewage services to the Property under this

Agreement is conditioned upon and subject to:

1. Developer complying with all the terms and provisions of this Agreement and any and all applicable federal, state, county and City laws.
2. The City has entered into "Large Users Agreements" with the Cities of Hollywood and Pembroke Pines (the "Cities") and Miami Dade Water and Sewer Authority Department (the "County"), in which the Cities and the County have agreed to make future water and/or sewage treatment capacity available at the Cities' and the County's water and/or wastewater treatment plants. In the event the City cannot provide sufficient capacity, as a result of the Cities' and/or County's action, the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide service provided that Developer is not in default of this Agreement. Any and all fees, premium rates and/or charges imposed by the Cities and/or the County against the City under their respective agreements shall be passed along to the Developer, and the Developer by executing this Agreement agrees to pay these fees, premium rates and/or charges upon demand by the City.
3. In the event that the City cannot provide sufficient service as a result of the actions of any regulatory agency, then the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide capacity provided that Developer is not in default of this Agreement.

M. Assignment, Conveyances or Transfers of this Agreement.

The assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

1. It is in writing in a form approved by the City Commission.
2. The City consents to and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement.
3. The Developer is not in default under this Agreement.

N. Transfer or Conveyance of Developer's Property.

1. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City. Developer shall not be released as provided for herein if Developer is in default under this Agreement.

- 2. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof.

O. Wellfield Protection.

Developer acknowledges that the Property [is/is not] within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by the Director. If Property is within said zone of influence, Developer agrees to limit uses of the property to those uses that are allowed by Broward County Ordinance 84-60, as it may be amended.

P. Prohibited Hazardous Materials.

Developer acknowledges that Broward County and the City of Miramar have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Chapter 21 of Miramar City Code). Developer agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Chapter 21 of the Miramar City Code, as they may be amended.

Q. Notices.

All notices hereunder must be in writing and shall validly given if hand delivered as follows (or to any other address that the party to be notified may have delivered to the other party by like notices):

For the City of Miramar:

Vernon E. Hargray,
 City Manager
 City of Miramar
 2300 Civic Center Place
 Miramar, FL 33025

For the Developer:

Juan C. Porro
Managing Member
FCI Residential Corporation
2199 Ponce de Leon Ste 401
Coral Gables, FL 33134

Notice so addressed and sent by prepaid certified mail return receipt requested, shall be deemed validly given when deposited in the United States mail.

R. Promulgation of Reasonable Rules of Service.

City shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges and the right to discontinue services under certain conditions. Subject to paragraph L.2., the water and sewer rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the City's Water and Sewer System. Developer acknowledges and agrees that rates are subject to change at any time by City.

S. Conditions on Fire Hydrant Use.

No water from City's water distribution system shall be used or disbursed by Developer, his employees or agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating the City for such water.

T. Exclusive Rights of City.

1. City shall have the exclusive right to furnish water and sewage services to consumers within the Property covered by this Agreement.
2. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or agreement for retail water, and/or sewer service under the standard terms and conditions as promulgated by the City.
3. The City reserves the right to make full use of the water and/or sewer facilities to be owned by the City as contemplated herein to serve other customers at any time.

U. Wells Prohibited Except for Irrigation.

Developer, its successors and assigns, and the owners and occupants of buildings on Developer's Property, shall not install or maintain any water wells except for irrigation purposes.

V. Prohibition Against Using City Water For Irrigation Purposes.

Use of City water shall be prohibited for irrigation purposes.

W. Default.

The occurrence of any of the following during this Agreement shall constitute a

default:

1. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;
2. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement.
3. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer's and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;
4. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;
5. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or
6. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall automatically terminate.

X. Remedies.

Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Florida law, and in addition thereto, the City shall be entitled to any or all of the following remedies:

1. Any reserved plant capacity under this Agreement may be rescinded and forfeited.
2. The site plan for the Property is voidable by Resolution of the City Commission.
3. No final inspections shall be approved by the City.
4. No Certificate of Occupancy shall be issued by City for any development of

the Property.

5. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Florida law on any payments due to City from Developer that are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement.
6. The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

All remedies provided herein are cumulative.

Y. Public Records.

1. Developer agrees to keep and maintain public records in Developer's possession or control in connection with Developer's performance under this Agreement. Developer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
2. Upon request from the City's custodian of public records, Developer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Developer shall be delivered by Developer to the City, at no cost to the City, within seven (7) days. All such records stored electronically by Developer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Developer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. Any compensation due to Developer shall be withheld until all records are received as provided herein.
6. Developer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

7. IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Z. Miscellaneous Provisions.

1. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations, whether oral or written, with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are canceled and declared of no force and effect.
2. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
3. This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of Developer's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the water and sewer systems of the City shall be deemed conclusive evidence of the fact that the owners or occupants have consented to and accepted the Agreement herein and are bound thereby.
4. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.
5. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties agree that they be disregarded in construing the provisions of this Agreement.
6. The recitals to this Agreement are true and correct and are incorporated as an integral and material part of this Agreement.

7. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or other business entity for which he purports to act.
8. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs (including paralegals) through and including any appeals.
9. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement. The receipt by City of any payments or any portion of a payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.
10. The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Service Agreement for Water and Sanitary Sewage Facilities as to form and legal sufficiency. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF MIRAMAR

ATTEST:

By: [Signature]
S.E. Vernon E. Hargray,
City Manager

[Signature]
Denise A. Gibbs, City Clerk

DATED: JUNE 16, 2021

Approved as to legal form and Sufficiency for the use of and reliance by the City of Miramar only:

[Signature]
City Attorney
Austin Pamies Norris
Weeks Powell, PLLC

DEVELOPER:

FC MIRAMAR PHASE III, LLC

Witnesses:

[Signature]
[Signature]

By: [Signature]
Name: Juan C. Porro
Title: Managing Member
Dated: JUN 15 2021

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

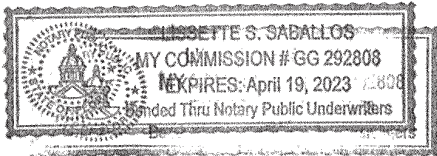
Before me personally appeared Juan C. Porro and _____
_____, as Managing member and _____
_____ of FC Miramar Phase III, LLC a _____
corporation, known to me to be the persons described in and who executed the foregoing
Agreement and acknowledged to and before me that they executed said Agreement for the
purposes therein expressed.

Witness my hand and official seal, this 15 day of April, 2021.

[Signature]

Notary Public
State of Florida at Large

My commission expires:



SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the West line of the northwest 1/4 of Section 25-51-40, North 1°49'55" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 4 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
 - A. Record plat entitled MIRAMAR CENTRAL PLAZA, Plat Book 182, Page 80, Broward County Public Records.
 - B. Record plat entitled GROVE PLAT, Plat Book 183, Page 5, Broward County Public Records.
 - C. Record plat entitled MIRAMAR RESIDENTIAL PLAT, Plat Book 175, Page 84, Broward County Public Records.
 - D. Record plat entitled Treo, Plat Book 177, Page 136, Broward County Public Records.
 - E. Florida Department of Transportation R/W Map Section 86190-2521, Sheet 10 & 11 of 15, last revision date 11-29-00.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.
Date of Preparation: June 10, 2020.

4. 20. 2021

Donald L. Cooper, P.S.M. _____ Date
Professional Surveyor and Mapper
Florida Registration No. 6269

DATE	REVISION	BY	CHK.



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

3902Sk20PhIII Resd.dwg
JOB No.:
18-3902

LEGAL DESCRIPTION - Phase III Residential Parcel

A parcel of land being a portion of Lot 1 and Lot 2, **MIRAMAR CENTRAL PLAZA**, according to the Plat thereof, as recorded in Plat Book 182, Page 80, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most westerly southwest corner of said Lot 1; thence along the West line of said Lot 1, North 1°49'55" West, 298.56 feet; to the **POINT OF BEGINNING**; thence along the West line of Lot 1 and along the West line of Lot 2, continue North 1°49'55" West, 325.11 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 27°40'45" West); thence southeasterly along the arc of said curve being concave to the northeast, having a radius of 38.50 feet, a central angle of 27°55'49", an arc distance of 18.77 feet; thence tangent to said curve, North 89°44'56" East, 240.13 feet; thence South 82°00'29" East, 118.57 feet; thence North 89°44'56" East, 258.49 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the northwest, having a radius of 38.00 feet, a central angle of 60°00'00", an arc distance of 39.79 feet to a point of reverse curvature; thence easterly along the arc of said curve being concave to the South, having a radius of 62.00 feet, a central angle of 138°33'45", an arc distance of 149.94 feet; thence North 89°51'05" East, 99.17 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 55°46'41" West); thence easterly along the arc of said curve being concave to the South, having a radius of 18.39 feet, a central angle of 111°14'27", an arc distance of 35.71 feet; thence North 89°50'32" East, 50.30 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 54°51'15" West); thence easterly along the arc of said curve being concave to the South, having a radius of 18.43 feet, a central angle of 109°23'34", an arc distance of 35.19 feet; thence North 89°50'32" East, 73.41 feet; thence North 89°44'56" East, 26.08 feet; thence North 00°15'04" West, 5.18 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 5.00 feet, a central angle of 90°00'00", an arc distance of 7.85 feet; thence tangent to said curve, North 89°44'56" East, 11.00 feet; thence North 00°15'04" West, 9.43 feet; thence North 89°54'00" East, 39.58 feet to a point on the East line of aforesaid Lot 1; thence along said line, South 1°48'56" East, 712.41 feet to the southeast corner of Lot 1, said point being on the arc of a non-tangent curve with a radial line through said point bearing South 00°56'39" West); thence northwesterly along the South line of Lot 1 and along the arc of said curve being concave to the northeast, having a radius of 5955.15 feet, a central angle of 4°55'51", an arc distance of 512.50 feet to a point of a reverse curvature; thence northwesterly along said line and along the arc of said curve being concave to the southwest, having a radius of 6103.15 feet, a central angle of 00°02'43", an arc distance of 4.82 feet; thence North 5°44'09" East, 145.71 feet; thence South 89°44'56" West, 142.40 feet; thence North 00°15'04" West, 153.40 feet; thence South 89°44'56" West, 30.00 feet; thence North 00°15'04" West, 30.80 feet; thence South 89°44'56" West, 169.78 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 18°48'41" West); thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 37.00 feet, a central angle of 58°27'54", an arc distance of 37.75 feet; thence South 89°44'56" West, 289.74 feet to the Point of Beginning.

Said lands situate, lying, and being in the City of Miramar, Broward County, Florida and containing 583,946 square feet (13.4056 acres) more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEET 1, 3 AND 4



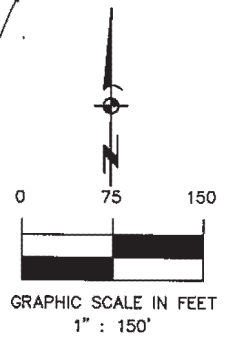
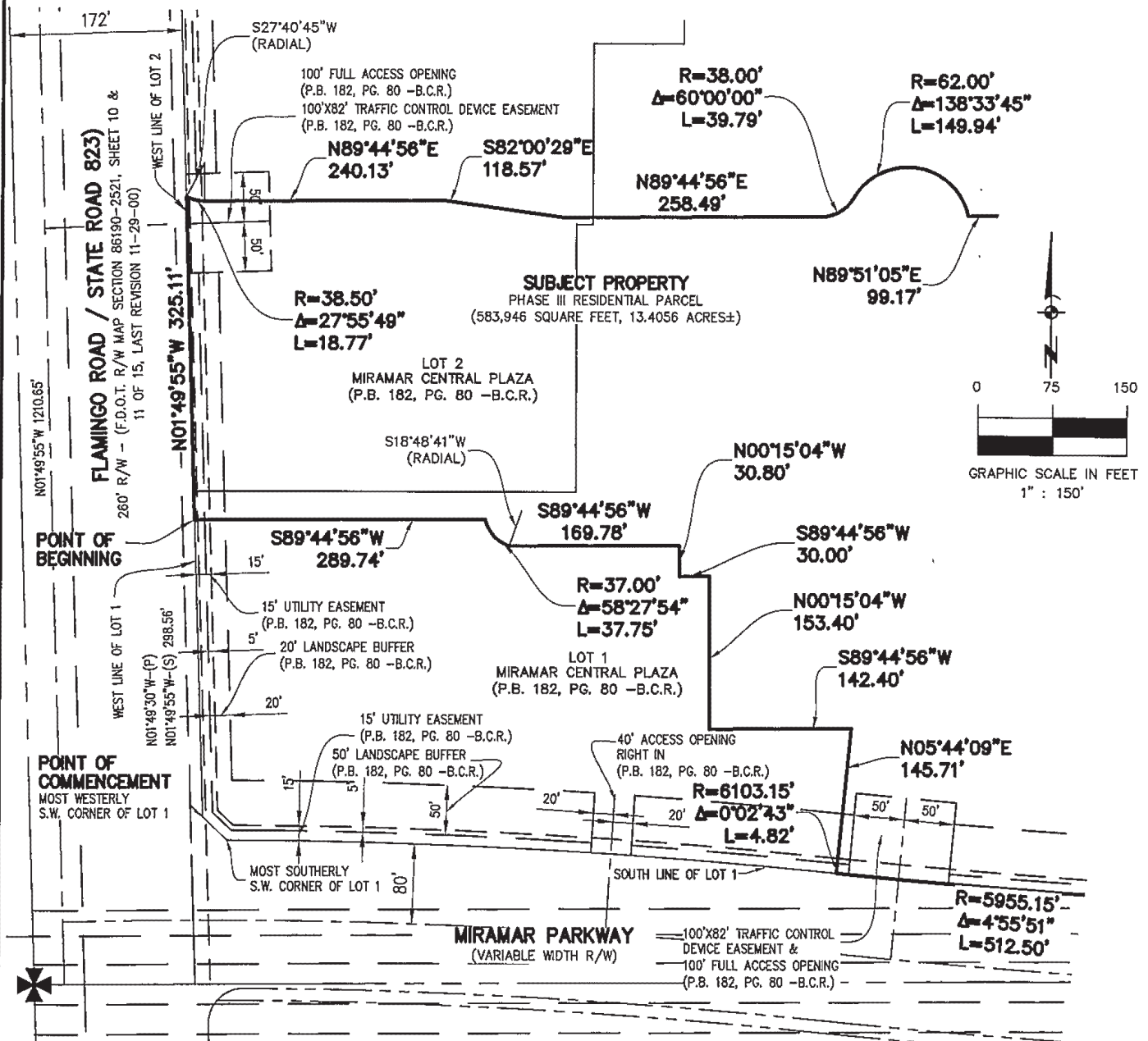
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

3902Sk20PhIII Resd.dwg

JOB No.:

18-3902



KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
D.C.R.	MIAMI-DADE COUNTY RECORDS
⊕	CENTERLINE
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PER RECORD PLAT
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
NVAL	NON-VEHICULAR ACCESS LINE
O.R.I.	OFFICIAL RECORDS INSTRUMENT
(S)	PER SKETCH

THIS DRAWING IS NOT VALID WITHOUT SHEET 1, 2 AND 4



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

3902Sk20PHlll Resd.dwg
JOB No.:
18-3902

