

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

Meeting Date: January 22, 2025

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: TR8303

Item Description: Temp. Reso. #R8303, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM 10315 USA TODAY WAY LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE ADTALEM MIRAMAR; AUTHORIZING THE RELEASE OF SURETY BOND NO. 285069719 IN THE AMOUNT OF \$144,578.13 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$26,341.81 FROM 10315 USA TODAY WAY LLC. (City Engineer Salvador Zuniga)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: The Absolute Bill of Sale and Easement 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 TR8303**
 - **Exhibit A (Composite Exhibits):**
 - **Absolute Bill of Sale**
 - **Warranty**
 - **Waiver and Release of Lien**
 - **No Lien Affidavit**
 - **Easement**
 - **Opinion of Title**
 - **Maintenance Bond**
- **Attachment(s)**

- **Attachment 1: Location Map**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: January 16, 2025

RE: Temp. Reso. No. R8303, Accepting an Absolute Bill of Sale and Easement for the water system improvements to serve Adtalem Miramar.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8303, accepting an Absolute Bill of Sale and Easement from 10315 USA Today Way, LLC ("Developer"); for the water system improvements ("Improvements"), to serve Adtalem Miramar. Accepting the Improvements includes the release of Surety Bond in the amount of \$144,578.13 and receipt of a one-year Maintenance Bond in the amount of \$26,341.81, effective from the date of City Commission acceptance.

ISSUE: In accordance with Section 21-203, City Code, the Developer must provide an Easement and transfer the ownership of these utility improvements to the City. City Commission approval is required for the acceptance of the utility improvements pursuant to Section 21-203, City Code.

BACKGROUND: Adtalem Miramar ("Project") is a commercial development, located within the Miramar Park of Commerce along USA Today Way and west of Palm Ave, 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 \$105,367.25. 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 \$26,341.81. The Developer has provided the required one-year Maintenance Bond, along with the Absolute Bill of Sale and Easement 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.

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. 8303
12/6/24
1/14/25

**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 AND EASEMENT FROM 10315 USA TODAY WAY, LLC FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE ADTALEM MIRAMAR; AUTHORIZING THE RELEASE OF SURETY BOND NO. 285069719 IN THE AMOUNT OF \$144,578.13 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$26,341.81 FROM 10315 USA TODAY WAY, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 10315 USA Today Way, LLC (“Developer”) has installed water system improvements (“Improvements”) to serve Adtalem Miramar (“Project”), a commercial development, located within Miramar Park of Commerce; and

WHEREAS, in accordance with Section 21-203, City Code, 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 and required Easements from 10315 USA Today Way, LLC (“Easement”), all in accordance with Section 21-203, City Code; and

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

Reso. No. _____

Temp. Reso. No. 8303
12/6/24
1/14/25

WHEREAS, the Developer has provided a one-year Maintenance Bond in the amount of \$26,341.81 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 from the Developer, of the Improvements to serve the Project, and the associated Absolute Bill of Sale and Easement, as well as the release of Surety Bond No. 285069719 in the amount of \$144,578.13, and the acceptance of the required one-year Maintenance Bond in the amount of \$26,341.81 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, and Easement for the Improvements to serve the Project, and to release Surety Bond No. 285069719 in the amount of \$144,578.13, and accept the required one-year Maintenance Bond in the amount of \$26,341.81 for the maintenance of the Improvements.

Temp. Reso. No. 8303
12/6/24
1/14/25

**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 related Absolute Bill of Sale and Easements 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 No. 285069719 in the amount of \$144,578.13 and accept the required one-year Maintenance Bond in the amount of \$26,341.81 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale and Easement shall be recorded in the Public Records of Broward County, Florida, with the actual cost of 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. 8303
12/6/24
1/14/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

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 Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

EXHIBIT "A"

COMPOSITE EXHIBITS

Includes:

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

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

Property Appraiser's Parcel
Identification No. 514130020021

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by 10315 USA Today Way LLC C/O CRG a Delaware 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 improvements 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, all water facilities built and constructed to serve Adtalem Miramar .

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

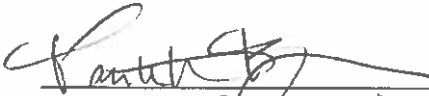
Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that Grantor will warrant and defend the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

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal by and its authorized this 3rd day of ~~December, 2022.~~
January, 2023.

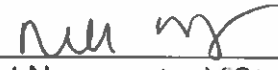
Signed, sealed and delivered
in the presence of:

10315 USA Today Way, LLC
a Delaware limited liability company

By: CRG – USA Today Way, LLC,
its manager


Print Name: PAULETTE BAER
Address: 1161 W. HARRISON, B01
CHICAGO, IL 60605


By: CRG Services Management, LLC,
its manager


Print Name: MELISSA MAZIM
Address: 11003 S. Tripp Avenue
Oak Lawn, IL 60453

By: 
Name: Jennifer E. Nichols
Title: Secretary

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 3rd day of January, 2022, by Jennifer E. Nichols, as Secretary of CRG Services Management, LLC, which is the manager of CRG – USA Today Way, LLC, which is the manager of 10315 USA Today Way, LLC. She is personally known to me or did produce _____ as identification.


NOTARY PUBLIC
State of Illinois at Large
My Commission Expires: 12/3/2023



**EXHIBIT A
LEGAL DESCRIPTION AND DIAGRAM OF EASEMENT**

See attached.

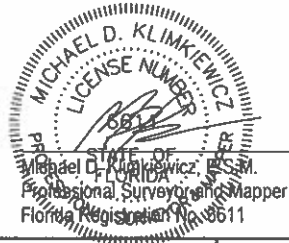
SURVEYOR'S NOTES

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 record plat MIRAMAR PARK OF COMMERCE and are relative to the West line of Tract "B", bearing South 2°09'31" East.
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. Radius Professional Surveyor & Mapper, LLC. 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. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB 7733, 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 3 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 PARK OF COMMERCE, Plat Book 122, Page 24;
 - B. Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 21-4084, last revision date 6/22/22.

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.

Radius Professional Surveyor & Mapper, LLC
 Date of Preparation: November 30, 2022



REVISION	DATE	DWN	CHK.	4084us.dwg
				JOB No. 21-4084
				(561)244-5153
				436 S.W. BISHOP AVE
				LAKE CITY, FL 32024

Radius
 PROFESSIONAL SURVEYOR & MAPPER, LLC
 LICENSED BUSINESS No. LB7733

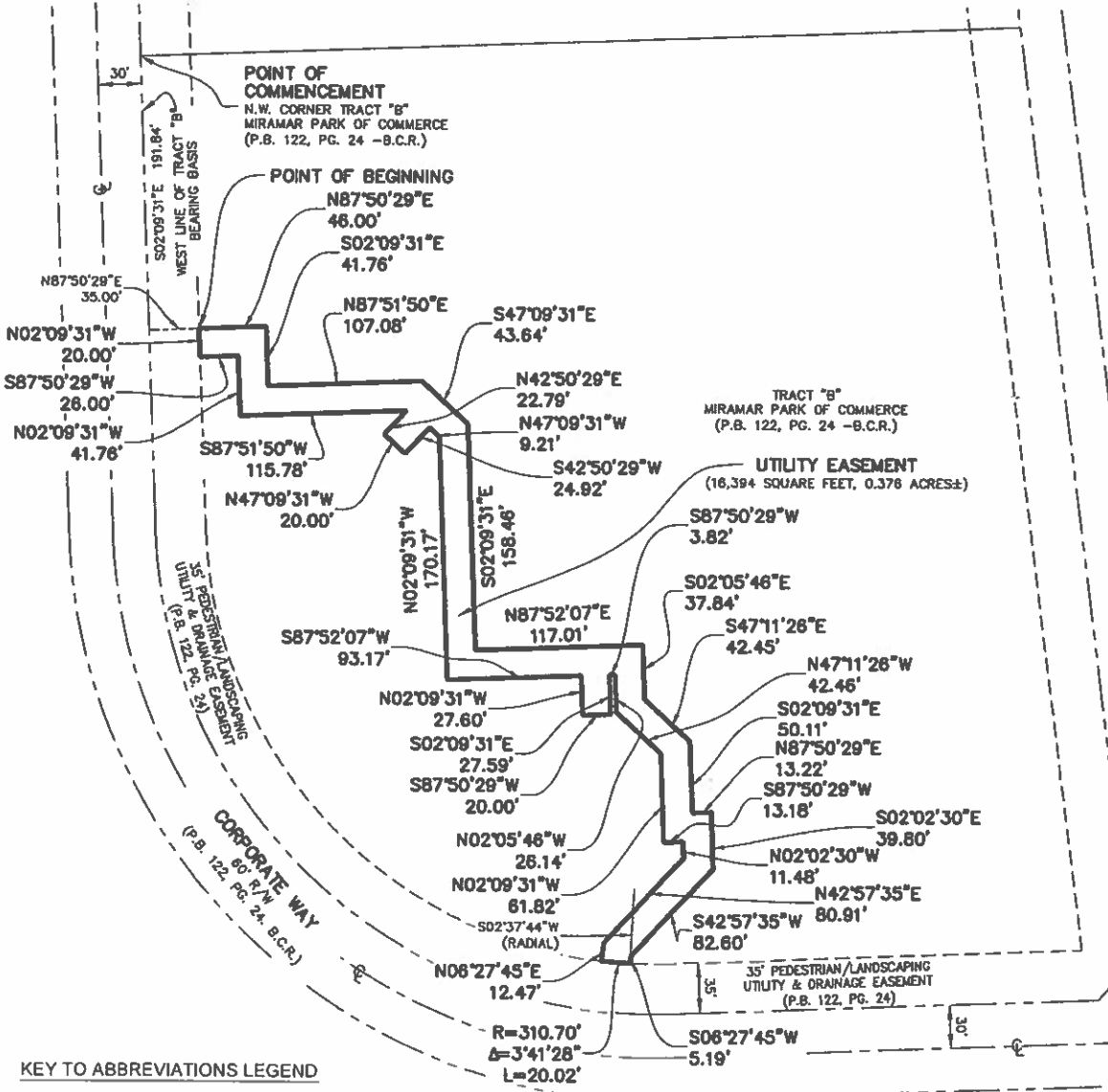
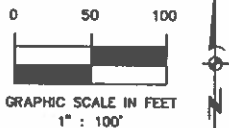
LEGAL DESCRIPTION - Utility Easement

A Utility Easement lying over and across a portion of Tract "B", MIRAMAR PARK OF COMMERCE, according to the Plat thereof as recorded in Plat Book 122, Page 24 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "B"; thence along the West line of said Tract "B", South 2°09'31" East, 191.84 feet; thence North 87°50'29" East, 35.00 feet to the **POINT OF BEGINNING**; thence continue North 87°50'29" East, 46.00 feet; thence South 2°09'31" East, 41.76 feet; thence North 87°51'50" East, 107.08 feet; thence South 47°09'31" East, 43.64 feet; thence South 2°09'31" East, 158.46 feet; thence North 87°52'07" East, 117.01 feet; thence South 2°05'46" East, 37.84 feet; thence South 47°11'26" East, 42.45 feet; thence South 2°09'31" East, 50.11 feet; thence North 87°50'29" East, 13.22 feet; thence South 2°02'30" East, 39.80 feet; thence South 42°57'35" West, 82.60 feet; thence South 6°27'45" West, 5.19 feet to a point on the arc of a non-tangent curve, a radial line through said point bears South 2°37'44" West; thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 310.70 feet, a central angle of 3°41'28", an arc distance of 20.02 feet; thence North 6°27'45" East, 12.47 feet; thence North 42°57'35" East, 80.91 feet; thence North 2°02'30" West, 11.48 feet; thence South 87°50'29" West, 13.18 feet; thence North 2°09'31" West, 61.82 feet; thence North 47°11'26" West, 42.46 feet; thence North 2°05'46" West, 26.14 feet; thence South 87°50'29" West, 3.82 feet; thence South 2°09'31" East, 27.59 feet; thence South 87°50'29" West, 20.00 feet; thence North 2°09'31" West, 27.60 feet; thence South 87°52'07" West, 93.17 feet; thence North 2°09'31" West, 170.17 feet; thence North 47°09'31" West, 9.21 feet; thence South 42°50'29" West, 24.92 feet; thence North 47°09'31" West, 20.00 feet; thence North 42°50'29" East, 22.79 feet; thence South 87°51'50" West, 115.78 feet; thence North 2°09'31" West, 41.76 feet; thence South 87°50'29" West, 26.00 feet; thence North 2°09'31" West, 20.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 16,394 square feet, 0.376 acres more or less.

 Radius PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733	4084ue.dwg
	JOB No.: 21-4084 (561)244-5153 436 S.W. BISHOP AVE LAKE CITY, FL 32024



KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
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
⊖	CENTERLINE

<p>Radius PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733</p>	4084a.dwg
	JOB No. 21-4084
	(561)244-5153 436 S.W. BISHOP AVE. LAKE CITY, FL 32024

Exhibit "B"

**ADTALEM
CERTIFIED COST**


WATER DISTRUBUTION SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	680	LF	\$65.35	\$44,438
6" DIP WM	55	LF	\$62.35	\$3,429.25
8" Gate Valves	2	EA	\$2,250	\$4,500
6" GV	2	EA	\$1,950	\$3,900
Fire Hydrant	2	EA	\$4,100	\$8,200
MJ & Fittings	1	LS	\$9,510	\$9,510
Pipe Restraint	1	LS	\$10,240	\$10,240
Cut In 8" x 8" TSV	1	EA	\$15,850	\$15,850
Tie Into Exist WM	1	EA	\$1,500	\$1,500
Fill and Flush	1	EA	\$2,000	\$2,000
Sample Points	1	LS	\$1,800	\$1,800
			Sub-Total	\$105,367.25

Maintenance Bond Amount $\$105,367.25 \times 0.25\% =$

\$26,431.81

Clifford Loutan P.E. No. 56890



WARRANTY

THIS WARRANTY made this _____ day of _____, 2025, by 10315 USA Today Way LLC, a Delaware limited liability company (hereinafter referred to as "Warrantor"), whose address is 7800 Forsyth Blvd., Suite 300, St. Louis MO 63105, 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 Distribution System improvements (hereinafter the "Facilities") located on the property known as Adtalem Miramar, 10315 USA Today Way, Miramar, Florida (the "Project");

WHEREAS, the Facilities are located within that portion of the Project depicted and legally described on Exhibit "A" attached hereto and incorporated herein (the "Easement Parcel"), and are described on Exhibit "B" attached hereto and incorporated herein;

WHEREAS, the Warrantor is willing to warrant to the City the quality of materials and workmanship of the Facilities for a period of 365 calendar days, commencing from the date of acceptance of the Facilities by the City;

WHEREAS, the City is willing to accept the 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 material respects. That to its knowledge, 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 to its knowledge, 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.

4. Warrantor will have the right to assign its obligations under this Warranty to any purchaser of the Project from Warrantor.

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

WITNESSES:

Kelley Knight
Print Name: Kelley Knight
Address: 840 W. Blackhawk
Unit 1613
Chicago IL. 60642

Cole Kirsh
Print Name: Cole Kirsh
Address: 720 W Randolph St
Apt 708
Chicago, IL 60661

10315 USA TODAY WAY LLC,
a Delaware limited liability company

By: CRG – USA Today Way, LLC, its
manager

By: CRG Services Management, LLC, its
manager

JENIFER E. NICHOLS
By: _____
Name: Jennifer E. Nichols
Title: Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of October, 2024, by Jennifer E. Nichols, the Secretary of CRG Services Management, LLC, which is the manager of CRG – USA Today Way, LLC, the manager 10315 USA Today Way, LLC, a Delaware limited liability company. She/He is personally known to me.

SEAL

My Commission Expires: Nov. 29, 2026

Paulette Baer
NOTARY PUBLIC

Print or Type Name of Notary Public

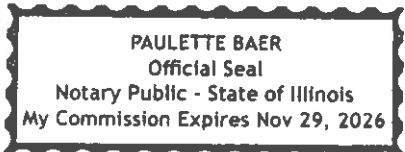


Exhibit A
Legal Description and Diagram of Easement

See attached.

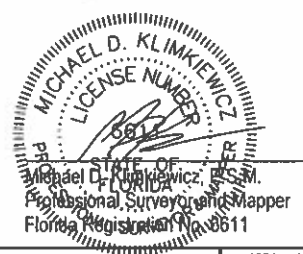
SURVEYOR'S NOTES

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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. Radius Professional Surveyor & Mapper, LLC. 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. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB 7733, 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 3 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 PARK OF COMMERCE, Plat Book 122, Page 24;
 - B. Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 21-4084, last revision date 6/22/22.

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.

Radius Professional Surveyor & Mapper, LLC
 Date of Preparation: November 30, 2022



REVISION	DATE	OWN	CHK.	4084ue.dwg
				JOB No. 21-4084
				(561)244-5153
				436 S.W. BISHOP AVE
				LAKE CITY, FL 32024

Radius
 PROFESSIONAL SURVEYOR & MAPPER, LLC
 LICENSED BUSINESS No. LB7733

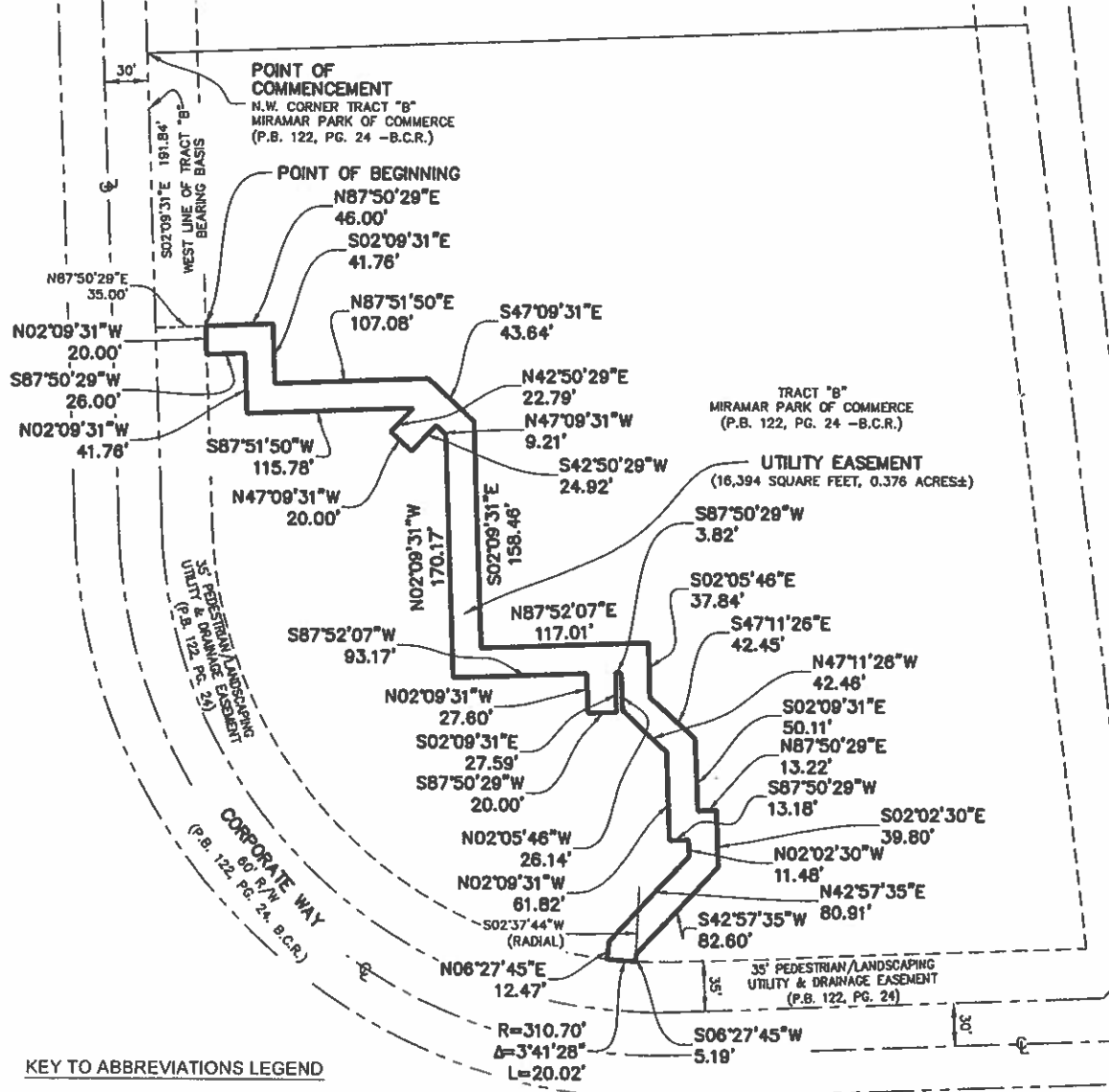
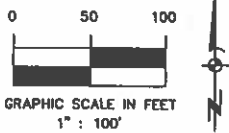
LEGAL DESCRIPTION - Utility Easement

A Utility Easement lying over and across a portion of Tract "B", MIRAMAR PARK OF COMMERCE, according to the Plat thereof as recorded in Plat Book 122, Page 24 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "B"; thence along the West line of said Tract "B", South 2°09'31" East, 191.84 feet; thence North 87°50'29" East, 35.00 feet to the POINT OF BEGINNING; thence continue North 87°50'29" East, 46.00 feet; thence South 2°09'31" East, 41.76 feet; thence North 87°51'50" East, 107.08 feet; thence South 47°09'31" East, 43.64 feet; thence South 2°09'31" East, 158.46 feet; thence North 87°52'07" East, 117.01 feet; thence South 2°05'46" East, 37.84 feet; thence South 47°11'26" East, 42.45 feet; thence South 2°09'31" East, 50.11 feet; thence North 87°50'29" East, 13.22 feet; thence South 2°02'30" East, 39.80 feet; thence South 42°57'35" West, 82.60 feet; thence South 6°27'45" West, 5.19 feet to a point on the arc of a non-tangent curve, a radial line through said point bears South 2°37'44" West; thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 310.70 feet, a central angle of 3°41'28", an arc distance of 20.02 feet; thence North 6°27'45" East, 12.47 feet; thence North 42°57'35" East, 80.91 feet; thence North 2°02'30" West, 11.48 feet; thence South 87°50'29" West, 13.18 feet; thence North 2°09'31" West, 61.82 feet; thence North 47°11'26" West, 42.46 feet; thence North 2°05'46" West, 26.14 feet; thence South 87°50'29" West, 3.82 feet; thence South 2°09'31" East, 27.59 feet; thence South 87°50'29" West, 20.00 feet; thence North 2°09'31" West, 27.60 feet; thence South 87°52'07" West, 93.17 feet; thence North 2°09'31" West, 170.17 feet; thence North 47°09'31" West, 9.21 feet; thence South 42°50'29" West, 24.92 feet; thence North 47°09'31" West, 20.00 feet; thence North 42°50'29" East, 22.79 feet; thence South 87°51'50" West, 115.78 feet; thence North 2°09'31" West, 41.76 feet; thence South 87°50'29" West, 26.00 feet; thence North 2°09'31" West, 20.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 16,394 square feet, 0.376 acres more or less.

 Radius PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733	4084ue.dwg JOB No. 21-4084
	(561)244-5153 436 S.W. BISHOP AVE LAKE CITY, FL 32024



KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
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
⊕	CENTERLINE

Radius
PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

4084a.dwg
JOB No. 21-4084
(561)244-5153 436 S.W. BISHOP AVE. LAKE CITY, FL 32024

Exhibit "B"

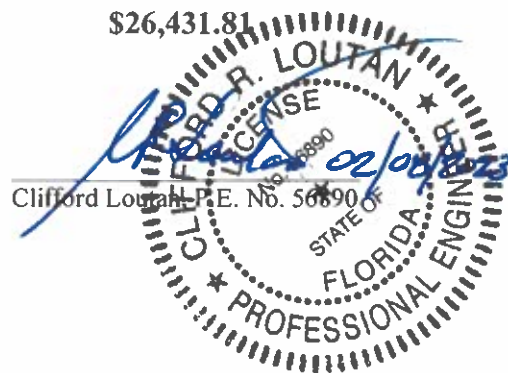
**ADTALEM
CERTIFIED COST**

WATER DISTRUBUTION SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
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Fill and Flush	1	EA	\$2,000	\$2,000
Sample Points	1	LS	\$1,800	\$1,800
			Sub-Total	\$105,367.25

Maintenance Bond Amount \$105,367.25 x 0.25% =

\$26,431.81



NO LIEN AFFIDAVIT
(Corporate)

STATE OF ILLINOIS)
) **ss**
COUNTY OF COOK)

Before me, the undersigned authority, personally Jennifer E. Nichols (Affiant), who being by me first duly sworn, on oath, deposes and says:

1. Affiant is the Secretary of CRG Services Management, LLC, which is the manager of CRG – USA Today Way, LLC, which is the manager of 10315 USA Today Way, LLC, a Delaware Limited Liability Company (the "LLC").
2. That the LLC is the owner of the following described property, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.
3. That the above described property is free and clear of all recorded liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate taxes, a mortgage and personal property taxes for the year 2023.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described 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. See paragraph 15 below.
5. That there are no mechanic's, material-men's, or laborer's liens filed against the above described 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. See paragraph 15 below.
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 above described 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; provided, however, the Property (and adjacent

property) is subject to a Lease, dated June 22, 2021 between the LLC and Adtalem Global Education, Inc.

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 a water distribution system within said property from the LLC.
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.
15. Notwithstanding the foregoing, the LLC is completing the rehabilitation of the building and adjacent improvements located at 10315 USA Today Way, Miramar, Florida, in accordance with the Lease described in paragraph 9 above. In conjunction with the rehabilitation of the Property, the LLC constructed a water main and related equipment on the property. The LLC is simultaneously conveying the water main to the City of Miramar pursuant to a bill of sale, and granting an easement to the City of Miramar to access, operate and maintain the water main. All bills relating to the rehabilitation of the property (including the construction of the water main) have been paid in full by the LLC as and when due. The construction is substantially complete, and all bills for the remaining work will be promptly paid by the LLC when due.

[The remainder of this page was intentionally left blank. The signature page follows.]


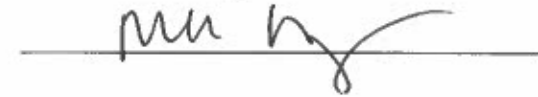
WITNESSES:

10315 USA Today Way, LLC
A Delaware Limited Liability Company

By: CRG – USA Today Way, LLC, its
manager

By: CRG Services Management, LLC, its
manager

By: 
Name: Jennifer E. Nichols
Title: Secretary

January, 20 23 SWORN TO AND SUBSCRIBED before me this 3rd day of


Notary Public, State of Illinois
At Large



Exhibit "A"

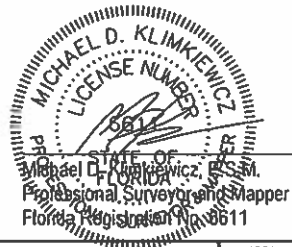
SURVEYOR'S NOTES

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 record plat MIRAMAR PARK OF COMMERCE and are relative to the West line of Tract "B", bearing South 2°09'31" East.
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. Radius Professional Surveyor & Mapper, LLC. 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. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB 7733, 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 3 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 PARK OF COMMERCE, Plat Book 122, Page 24;
 - B. Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 21-4084, last revision date 6/22/22.

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.

Radius Professional Surveyor & Mapper, LLC
Date of Preparation: November 30, 2022



REVISION	DATE	DWN	CHK.	

Radius
PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

4084uc.dwg

JOB No. 21-4084



(561)244-5153
436 S.W. BISHOP AVE
LAKE CITY, FL 32024

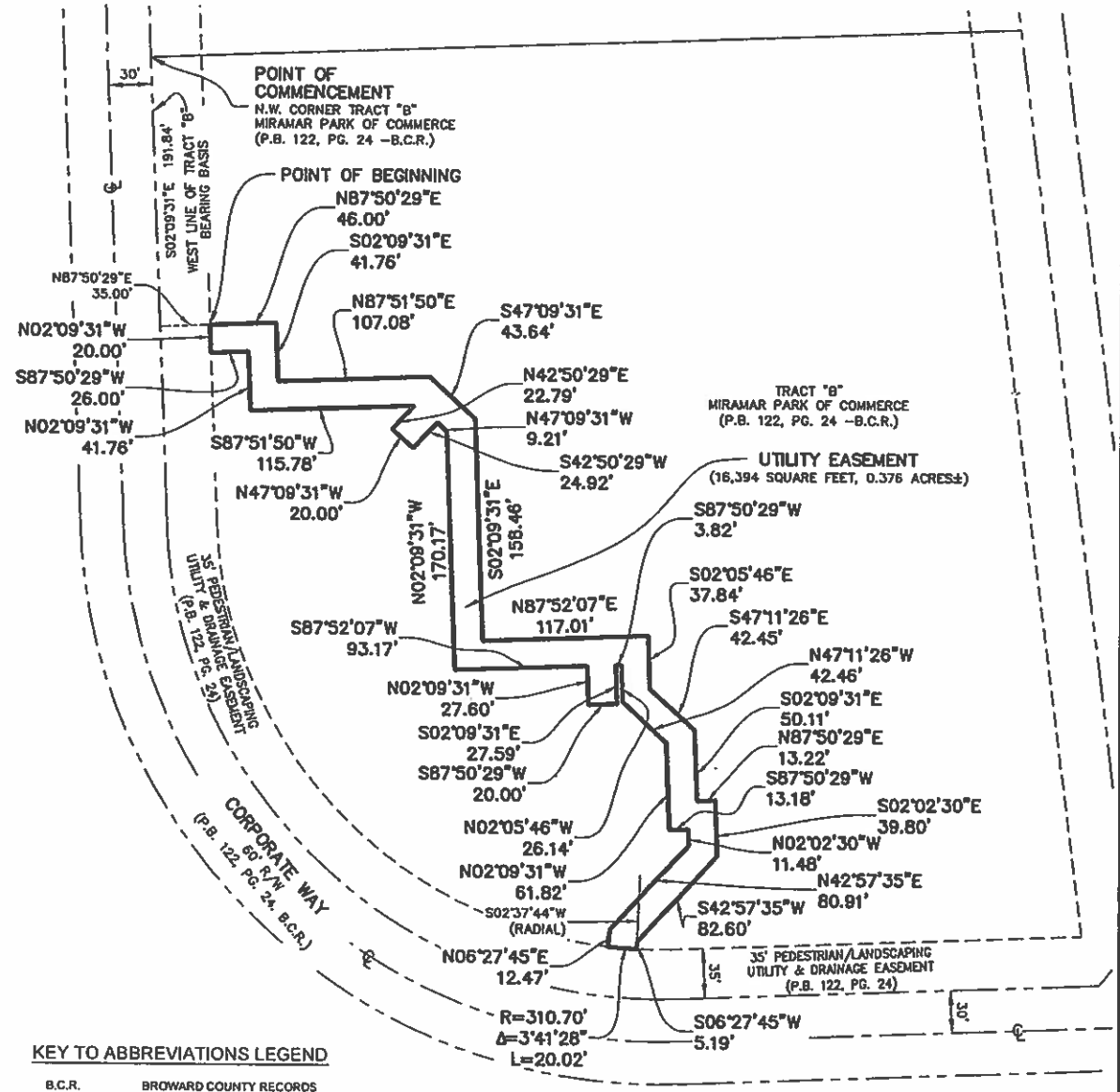
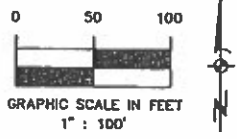
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 Radius PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733		4084ue.dwg
		JOB No.: 21--4084
		(561)244-5153 436 S.W. BISHOP AVE LAKE CITY, FL 32024



KEY TO ABBREVIATIONS LEGEND

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P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
RAW	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
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€	CENTERLINE

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EXHIBIT B
PERSONALTY – LIST OF MATERIALS

ADTALEM
CERTIFIED COST

WATER DISTRUBUTION SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
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6" DIP WM	55	LF	\$62.35	\$3,429.25
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Fill and Flush	1	EA	\$2,000	\$2,000
Sample Points	1	LS	\$1,800	\$1,800
			Sub-Total	\$105,367.25

Maintenance Bond Amount \$105,367.25 x 0.25% = \$26,431.81

Clifford Loutan, P.E. No. 56890

WAIVER AND RELEASE OF LIEN
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that Downrite Engineering, Inc. 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 Adtalem Miramar 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 May 2023 (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 21 day of October, 2024.

WITNESSETH:

Jennifer Taksun
Jennifer Taksun

Downrite Engineering, Inc
Name of Corporation

By: Sam LoBue

Name: Sam LoBue

Title: President

**EXHIBIT A
LEGAL DESCRIPTION AND DIAGRAM OF EASEMENT**

See attached.

SURVEYOR'S NOTES

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Radius Professional Surveyor & Mapper, LLC
 Date of Preparation: November 30, 2022



REVISION	DATE	OWN	CHK.	4084ue.dwg
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				(561)244-5153
				436 S.W. BISHOP AVE
				LAKE CITY, FL 32024





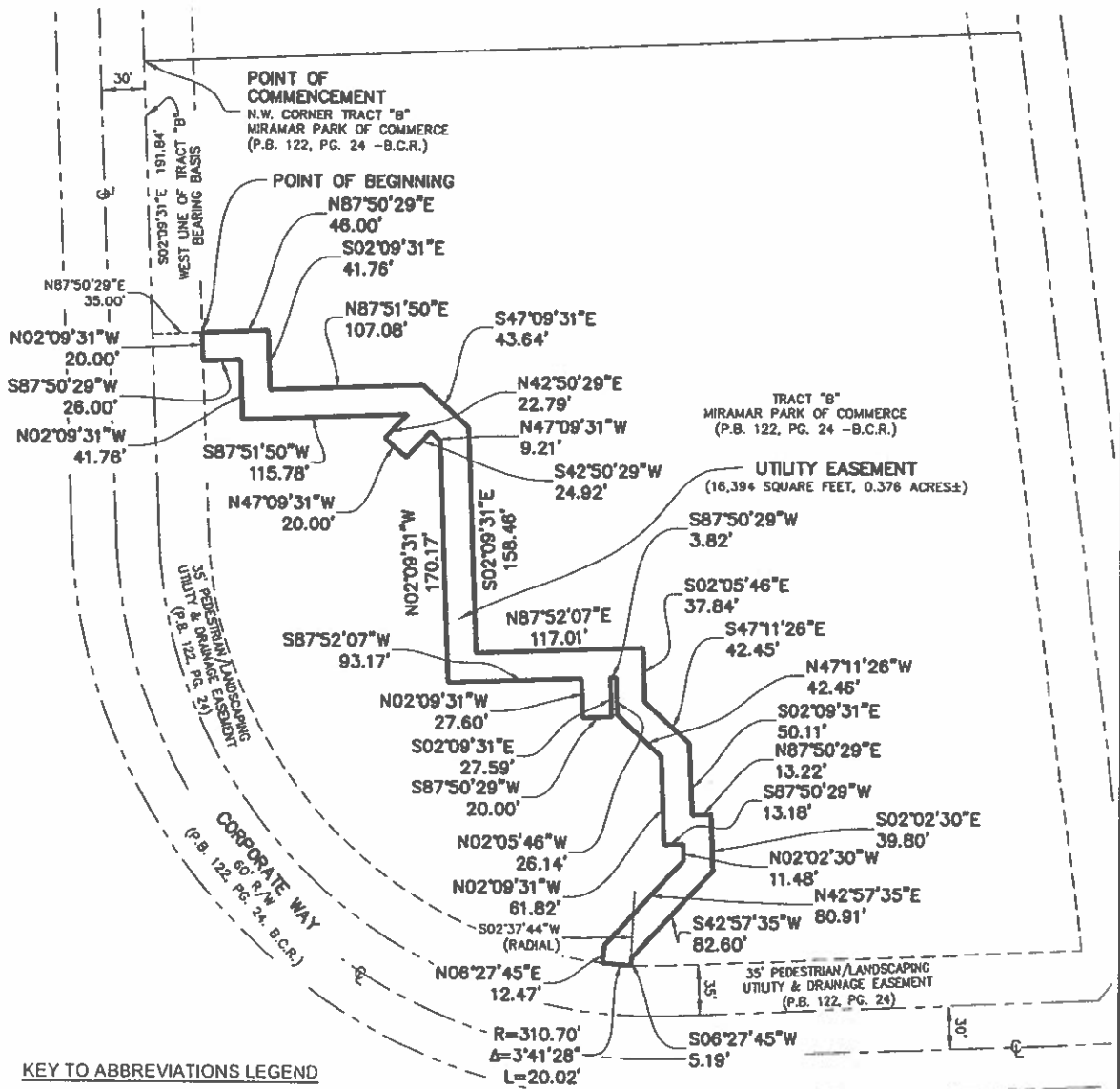
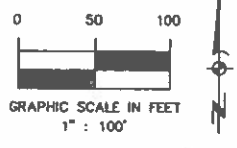
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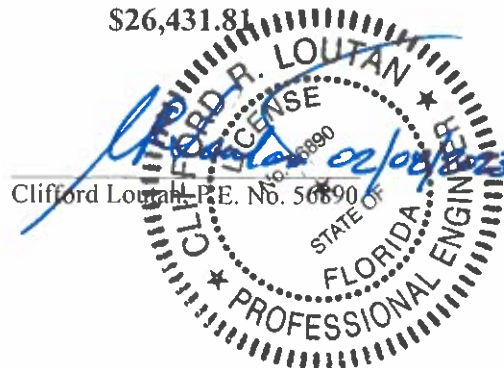
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			Sub-Total	\$105,367.25

Maintenance Bond Amount $\$105,367.25 \times 0.25\% =$

\$26,431.81



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. 514130020021

EASEMENT

THIS EASEMENT (the Easement) is made this 1st day of December, 2022, by 10315 USA Today Way, LLC ("Grantor") whose address is 7800 Forsyth Blvd., Suite 300, St. Louis, MO 63105, 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, commonly known as 10315 USA Today Way, Miramar, FL, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the "Property").
- B. Grantor wishes to grant an easement over a portion of the Property (the "Easement Property"), for the installation and maintenance of a public water line serving the Property, and for reasonable ingress and egress over and across the Easement Property, for the purposes set forth below. The Easement Property is legally described and depicted on Exhibit "B" attached hereto and made a part hereof.

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 a single water transmission line and all necessary appurtenances and/or equipment associated therewith.
 - 2.2 Vehicular and pedestrian ingress and egress to the Easement Property as reasonably required for the limited purposes outlined in Section 2.1., as set forth in Section 3(c) below.
 - 2.3 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.
 - 2.4 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, Grantor covenants not to interfere with the safe operation or maintenance of the water line located 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 reasonably 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 reasonable 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 ongoing right to use the

Easement Property for any purpose, subject to the grant of easement as set forth above. Any future easement granted by Grantor crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water line.

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 non-exclusive possession, use and enjoyment of this Easement.
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 inuring to the benefit of Grantor or Grantee, 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, as equitable servitudes on the land.

TO HAVE AND TO HOLD unto the same forever.

[The remainder of this page was intentionally left blank. The signature page follows.]

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:

10315 USA Today Way, LLC
A Delaware Limited Liability Company

By: CRG – USA Today Way, LLC, its Manager

By: CRG Services Management, LLC, its manager

By: JEN
Jennifer E. Nichols
Secretary
Address: c/o Clayco, Inc.
7800 Forsyth Blvd., Floor 3
St. Louis, MO 63105

Melissa Mazrim
Print Name: Melissa Mazrim
Address: 11003 S. Tripp Avenue
Oak Lawn, IL 60453

Paulette Baer
Print Name: Paulette Baer
Address: 161 W. Harrison, 801
Chicago IL 60605

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged and signed before me this 27th day of December, 2022, by Jennifer E. Nichols, who is the Secretary of CRG Services Management, LLC, which is the manager of 10315 USA Today Way, LLC, a Delaware limited liability company. She is personally known to me or has produced as identification.

[Signature]
Notary Public
My Commission Expires: 12-3-2023



Exhibit A Legal Description of Property

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

A PORTION OF TRACT "B", "MIRAMAR PARK OF COMMERCE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT [BOOK 122 AT PAGE 24](#) OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (FEE PARCEL):

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE RUN SOUTH 07 DEGREES 09 MINUTES 31 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID TRACT "B" FOR A DISTANCE OF 170.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 07 DEGREES 09 MINUTES 31 SECONDS EAST ALONG SAID EAST BOUNDARY FOR A DISTANCE OF 484.88 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 21 MINUTES 34 SECONDS WEST, ALONG THE BOUNDARY OF SAID TRACT "B", FOR A DISTANCE OF 36.87 FEET TO A POINT; THENCE RUN SOUTH 87 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT "B", FOR A DISTANCE OF 298.36 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 51 SECONDS AND A RADIUS OF 345.70 FEET; THENCE RUN WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID TRACT "B" AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 542.80 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 02 DEGREES 09 MINUTES 31 SECONDS WEST, ALONG THE WEST BOUNDARY OF SAID TRACT "B" FOR A DISTANCE OF 164.32 FEET TO A POINT; THENCE RUN NORTH 87 DEGREES 50 MINUTES 29 SECONDS EAST ACROSS SAID TRACT "B" FOR A DISTANCE OF 626.49 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (EASEMENT PARCEL):

A 20' WIDE NON-EXCLUSIVE EASEMENT 10 FEET OF WHICH RUNS ALONG THE SOUTHERLY LINE OF TRACT D, AND 10 FEET OF WHICH IS CONTIGUOUS THERETO AND RUNS ALONG THE WESTERLY LINE OF TRACT E OF MIRAMAR PARK OF COMMERCE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT [BOOK 122, AT PAGE 24](#), OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR THE PURPOSES OF DRAINAGE TO THE LAKE/RETENTION POND LOCATED IN TRACK K OF SAID MIRAMAR PARK OF COMMERCE, AND FOR THE WITHDRAWAL THEREOF OF WATER FOR FIRE PROTECTION, INCLUDING THE RIGHT OF ACCESS, THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, REPLACE, ENLARGE PIPES AND OTHER RELATED APPURTENANCES.

PARCEL 3 (EASEMENT PARCEL):

NON-EXCLUSIVE FIRE PROTECTION EASEMENTS AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DRAINAGE AND FIRE PROTECTION EASEMENT AND COVENANT RUNNING WITH THE TITLE TO LAND BETWEEN SUNBEAM PROPERTIES, INC., A FLORIDA CORPORATION AND GANNETT CO., INC., A DELAWARE CORPORATION FILED FEBRUARY 27, 1985, RECORDED IN OFFICIAL RECORDS [BOOK 12352, PAGE 248](#), AND IN THAT EASEMENT BETWEEN CITY OF MIRAMAR, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, OF THE COUNTY OF BROWARD AND GANNETT CO., INC., A DELAWARE CORPORATION, FILED APRIL 23, 1986, RECORDED IN OFFICIAL RECORDS [BOOK 13346, PAGE 980](#).

Exhibit B
Legal Description and Depiction of the Easement Property

See attached.

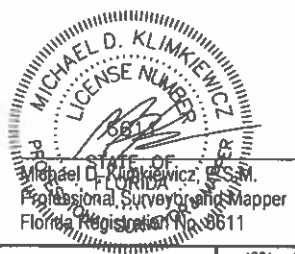
SURVEYOR'S NOTES

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 record plat MIRAMAR PARK OF COMMERCE and are relative to the West line of Tract "B", bearing South 2°09'31" East.
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. Radius Professional Surveyor & Mapper, LLC. 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. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB 7733, 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 3 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 PARK OF COMMERCE, Plat Book 122, Page 24;
 - B. Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 21-4084, last revision date 6/22/22.

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.

Radius Professional Surveyor & Mapper, LLC
 Date of Preparation: November 30, 2022



REVISION	DATE	DWN	CHK.	4084us.dwg
				JOB No. 21-4084
				(561)244-5153
				436 S.W. BISHOP AVE
				LAKE CITY, FL 32024




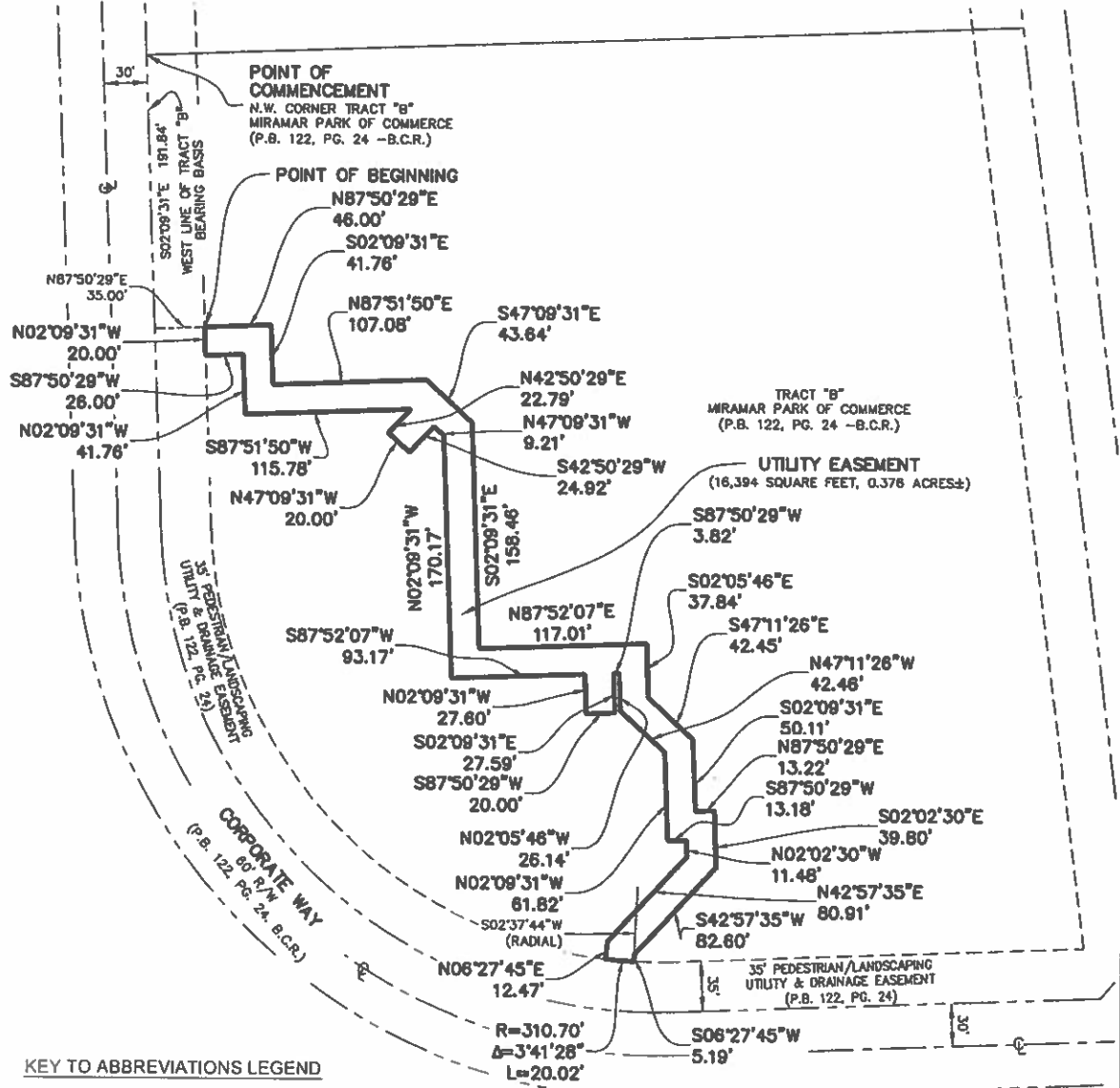
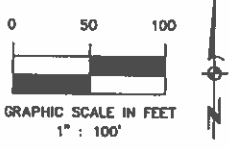
LEGAL DESCRIPTION - Utility Easement

A Utility Easement lying over and across a portion of Tract "B", **MIRAMAR PARK OF COMMERCE**, according to the Plat thereof as recorded in Plat Book 122, Page 24 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "B"; thence along the West line of said Tract "B", South 2°09'31" East, 191.84 feet; thence North 87°50'29" East, 35.00 feet to the **POINT OF BEGINNING**; thence continue North 87°50'29" East, 46.00 feet; thence South 2°09'31" East, 41.76 feet; thence North 87°51'50" East, 107.08 feet; thence South 47°09'31" East, 43.64 feet; thence South 2°09'31" East, 158.46 feet; thence North 87°52'07" East, 117.01 feet; thence South 2°05'46" East, 37.84 feet; thence South 47°11'26" East, 42.45 feet; thence South 2°09'31" East, 50.11 feet; thence North 87°50'29" East, 13.22 feet; thence South 2°02'30" East, 39.80 feet; thence South 42°57'35" West, 82.60 feet; thence South 6°27'45" West, 5.19 feet to a point on the arc of a non-tangent curve, a radial line through said point bears South 2°37'44" West; thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 310.70 feet, a central angle of 3°41'28", an arc distance of 20.02 feet; thence North 6°27'45" East, 12.47 feet; thence North 42°57'35" East, 80.91 feet; thence North 2°02'30" West, 11.48 feet; thence South 87°50'29" West, 13.18 feet; thence North 2°09'31" West, 61.82 feet; thence North 47°11'26" West, 42.46 feet; thence North 2°05'46" West, 26.14 feet; thence South 87°50'29" West, 3.82 feet; thence South 2°09'31" East, 27.59 feet; thence South 87°50'29" West, 20.00 feet; thence North 2°09'31" West, 27.60 feet; thence South 87°52'07" West, 93.17 feet; thence North 2°09'31" West, 170.17 feet; thence North 47°09'31" West, 9.21 feet; thence South 42°50'29" West, 24.92 feet; thence North 47°09'31" West, 20.00 feet; thence North 42°50'29" East, 22.79 feet; thence South 87°51'50" West, 115.78 feet; thence North 2°09'31" West, 41.76 feet; thence South 87°50'29" West, 26.00 feet; thence North 2°09'31" West, 20.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 16,394 square feet, 0.376 acres more or less.

 PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733	4084ue.dwg
	JOB No. 21-4084
	(561)244-5153 436 S.W. BISHOP AVE LAKE CITY, FL 32024



KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
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
⊕	CENTERLINE

Radius

PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

408.tws.dwg
JOB No. 21-4084
(561)244-5153 436 S.W. BISHOP AVE. LAKE CITY, FL 32024

OPINION OF TITLE**TO: CITY OF MIRAMAR**

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as an inducement for the City's acceptance of an Easement dated December 1, 2022 ("**Easement**"), on the real property located at 10315 USA Today Way, Miramar, Florida (the "**Property**"), it is hereby certified that I have examined a complete Commitment for Title Insurance issued by First American Title Insurance Company, dated November 3, 2022, and issued under Commitment No. NCS-1126978-STLO, covering the period as of October 31, 2022 at 7.30 a.m., of the Property, and sheet V-2 of an ALTA/NPSP Survey of the Property, job no. 21-4084, onto which the location of the Easement has been drawn. The Property is legally described as:

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

I am of the opinion that on the date of the title commitment, the fee simple title to the Property was vested in: 10315 USA Today Way, LLC, a Delaware limited liability company ("**Owner**").

Subject to the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES (including but not limited to Assignments of Leases, Rents, and Profits and UCC-1 Financing Statements):
 - a. Mortgage executed by Owner, in favor of BMO Harris Bank N.A., a national banking association ("**Harris**"), recorded September 17, 2021 in Instrument No. 117592530.
 - b. Assignment of Rents and Leases from Owner to Harris, recorded September 17, 2021 in Instrument No. 117592531.
 - c. UCC 1 Financing Statement naming Harris as secured party and Owner as debtor, recorded September 17, 2021, Instrument No. 117592532.
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:
 - a. Notice of Commencement recorded October 4, 2021, Instrument No. 117630893
 - b. 713.10 Notice, recorded in Book 48667, Page 314 of Official Records
 - c. 713.10 Notice, recorded in Instrument No. 117592533
3. GENERAL EXCEPTIONS:
 - a. Taxes for 2022 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.
 - b. Rights or claims of parties in possession not shown by the Public Records.

- c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- d. Easements or claims of easements not shown by the Public Records.
- e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.
- g. Mineral rights.
- h. Taxes or special assessments not shown in the public record as of the date of the title commitment.
- i. Defects, liens, encumbrances, adverse claims or other matters not shown in the public record as of the date of the title commitment.

4. SPECIAL EXCEPTIONS (including but not limited to easements):

Lease dated June 22, 2021, between Adtalem Global Education, Inc., a Delaware corporation, as tenant, and 10315 USA Today Way, LLC, a Delaware limited liability company, as landlord.

- 10. Matters shown on the Plat of Miramar Park of Commerce, recorded in Plat Book 122, Page 24; as affected by Agreement for Amendment of Notation on Plat recorded in Book 29403, Page 929 of Official Records; as affected by Limited Indemnification Agreement recorded in Book 29403, Page 935 of Official Records; as affected by Agreement for Amendment of Notation on Plat recorded in Book 47693, Page 1834 of Official Records.
- 11. Covenant Running With The Land recorded in Book 12352, Page 248 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 12. Easement for drainage and utilities created by Warranty Deed recorded in Book 12352, Page 255 of Official Records.
- 13. The terms, provisions, and conditions contained in that certain APZB Resolution No. 85-19, recorded in Book 12678, Page 747 of Official Records.
- 14. Easement, granted from City of Miramar, a Political Subdivision of the State of Florida, of the County of Broward to Gannett Co., Inc., a Corporation organized and existing under the laws of the State of Delaware, recorded in Book 13346, Page 980 of Official Records.
- 15. Easement granted to Florida Power & Light Company by instrument recorded in Book 13383, Page 344 of Official Records.

16. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 14386, Page 480 of Official Records; as affected by First Amendment to Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 17049, Page 510 of Official Records; as affected by Second Amendment to Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 26936, Page 4 of Official Records; as affected by Third Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 27821, Page 220 of Official Records; as affected by Fourth Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 33528, Page 1314 of Official Records; as affected by Fifth Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 35874, Page 850 of Official Records; as affected by Sixth Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 41215, Page 1535 of Official Records; as affected by Seventh Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce recorded in Book 42091, Page 100 of Official Records; as affected by Eighth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Book 42599, Page 1630 of Official Records; as affected by Ninth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Book 45152, Page 1978 of Official Records; as affected by Tenth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Book 45779, Page 1030 of Official Records; as affected by Eleventh Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Book 46033, Page 1733 of Official Records; as affected by Twelveth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Book 48975, Page 1225 of Official Records; as affected by Thirteenth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Book 50720, Page 1177 of Official Records; as affected by Fourteenth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Instrument No. 114862532; as affected by Fifteenth Amendment to the Declaration of Covenants and Restrictions for Miramar Park of Commerce recorded in Instrument No. 115622194 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
17. The terms, provisions, and conditions contained in that certain Ordinance No. 88-8, recorded in Book 15079, Page 147 of Official Records.
18. The terms, provisions, and conditions contained in that certain South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit, recorded in Book 46772, Page 441 of Official Records.

19. The terms, provisions, and conditions contained in that certain 713.10 Notice, recorded in Book 48667, Page 314 of Official Records.
20. The terms, provisions, and conditions contained in that certain Notice of Lien Prohibition in Lease, recorded in Book 51191, Page 1477 of Official Records.
21. The terms, provisions, and conditions contained in that certain 713.10 Notice, recorded in Instrument No. 117592533.
22. The terms, provisions, and conditions contained in that certain Recorded Notice of Environmental Resource Permit, recorded in Instrument No. 118034736.
23. Any additional 2022 taxes resulting from the tax assessor challenging the validity of any reduction in the assessed value of the land granted by the Value Adjustment Board

All of the foregoing recorded in the Public Records of Broward County, Florida.

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 for the purposes set forth in the Easement; provided, however, the proposed Easement will intersect with the easement to Florida Power & Light Company recorded in Book 13383, Page 344 of Official Records, as reflected on the attached survey of the Property.

I FURTHER CERTIFY that if the Easement to be executed is being made by a legal entity that the entity named 10315 USA Today Way, LLC is properly created as a limited liability company in the State of Delaware; that said legal entity's legal status is current and active; and that the legal entity is lawful empowered to execute the Easement that is the subject of this transaction.

Therefore, it is my opinion that the following parties must consent to the execution of the Easement by Owner in order to make the Easement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
10315 USA Today Way, LLC	Owner	Instrument No. 117592529
BMO Harris Bank N.A.	Mortgagee	1(a), (b) and (c) above.

The following is a description of the aforementioned title commitment:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
NCS-1126978-STLO	First American Title Insurance Company	n/a	October 31, 2022 at 7.30 a.m

I HEREBY CERTIFY that the legal description in this Opinion of Title of the Property coincides with, and is the same as, the legal description in the Easement.

This opinion of title is for the exclusive reliance of the City of Miramar, a Florida Municipal Corporation, and its City Attorneys, but this opinion of title may be made available to other parties for informational purposes.

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 26th day of December, 2022.


Name - Marjorie S. Margolies, Esq.

Weisman & Margolies, P.A
Firm Name

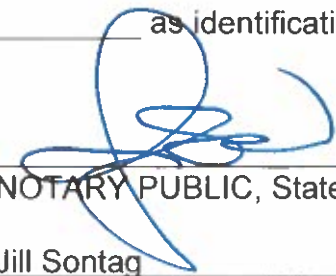
140 N Federal Hwy
Second Floor
Boca Raton, Florida 33432
Address

608416
Florida Bar No.

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27 day of December, 2022, by Marjorie S. Margolies who (check one) is personally known to me or produced _____ as identification.




NOTARY PUBLIC, State of Florida
Jill Sontag

Print Name

EXHIBIT A
Legal Description
10315 USA Today Way, Miramar, FL

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

A PORTION OF TRACT "B", "MIRAMAR PARK OF COMMERCE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (FEE PARCEL):

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE RUN SOUTH 07 DEGREES 09 MINUTES 31 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID TRACT "B" FOR A DISTANCE OF 170.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 07 DEGREES 09 MINUTES 31 SECONDS EAST ALONG SAID EAST BOUNDARY FOR A DISTANCE OF 484.88 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 21 MINUTES 34 SECONDS WEST, ALONG THE BOUNDARY OF SAID TRACT "B", FOR A DISTANCE OF 36.87 FEET TO A POINT; THENCE RUN SOUTH 87 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT "B", FOR A DISTANCE OF 298.36 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 51 SECONDS AND A RADIUS OF 345.70 FEET; THENCE RUN WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID TRACT "B" AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 542.80 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 02 DEGREES 09 MINUTES 31 SECONDS WEST, ALONG THE WEST BOUNDARY OF SAID TRACT "B" FOR A DISTANCE OF 164.32 FEET TO A POINT; THENCE RUN NORTH 87 DEGREES 50 MINUTES 29 SECONDS EAST ACROSS SAID TRACT "B" FOR A DISTANCE OF 626.49 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (EASEMENT PARCEL):

A 20' WIDE NON-EXCLUSIVE EASEMENT 10 FEET OF WHICH RUNS ALONG THE SOUTHERLY LINE OF TRACT D, AND 10 FEET OF WHICH IS CONTIGUOUS THERETO AND RUNS ALONG THE WESTERLY LINE OF TRACT E OF MIRAMAR PARK OF COMMERCE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, AT PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR THE PURPOSES OF DRAINAGE TO THE LAKE/RETENTION POND LOCATED IN TRACK K OF SAID MIRAMAR PARK OF COMMERCE, AND FOR THE WITHDRAWAL THEREOF OF WATER FOR FIRE PROTECTION, INCLUDING THE RIGHT OF ACCESS, THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, REPLACE, ENLARGE PIPES AND OTHER RELATED APPURTENANCES.

PARCEL 3 (EASEMENT PARCEL):

NON-EXCLUSIVE FIRE PROTECTION EASEMENTS AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DRAINAGE AND FIRE PROTECTION EASEMENT AND COVENANT RUNNING WITH THE TITLE TO LAND BETWEEN SUNBEAM PROPERTIES, INC., A FLORIDA CORPORATION AND GANNETT CO., INC., A DELAWARE CORPORATION FILED FEBRUARY 27, 1985, RECORDED IN OFFICIAL RECORDS BOOK 12352, PAGE 248, AND IN THAT EASEMENT BETWEEN CITY OF MIRAMAR, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, OF THE COUNTY OF BROWARD AND GANNETT CO., INC., A DELAWARE CORPORATION, FILED APRIL 23, 1986, RECORDED IN OFFICIAL RECORDS BOOK 13346, PAGE 980.

MAINTENANCE BOND FOR IMPROVEMENTS

Bond No. 285071073

MAINTENANCE BOND GIVEN BY: 10315 USA Today WayLLC C/O CRGAND LIBERTY MUTUAL INSURANCE COMPANY

TO THE CITY OF MIRAMAR.

Maintenance bond given by 10315 USA Today Way LLC C/O CRG,
 as PRINCIPAL, a Delaware Limited Liability Company existing under the laws of the State of
Delaware, of 2199 Innerbelt Business Center Dr. City of St. Louis County of
St. Louis, State of Missouri

AND

LIBERTY MUTUAL INSURANCE COMPANY, as SURETY, a surety company and/or
 insurance company incorporated under the laws of the State of Massachusetts, or a
 partnership pursuant to the laws of the State of _____ and authorized to
 transact surety in the State of Florida.

TO

**THE CITY OF MIRAMAR, as OBLIGEE, a municipal corporation, pursuant to the
 laws of the State of Florida.**

BY THIS BOND, We 10315 USA Today Way LLC C/O CRG as PRINCIPAL
 and LIBERTY MUTUAL INSURANCE COMPANY as SURETY, a
 corporation incorporated under the law of the State of Massachusetts, or a
 _____ partnership under the laws of the State of _____ and
 authorized to do business in the State of Florida and on the list of surety companies
 approved by the Treasurer of the United States, are bound to the City of Miramar, as the
 OBLIGEE, hereinafter referred to as CITY, a municipal corporation pursuant to the laws of
 the State of Florida, in the full sum of Twenty six thousand three hundred forty one dollars

and eight one cents (United States Dollars) (\$26,341.81), 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 30th day of January, 2023.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain Water Distribution System
(Specify type of improvement)

subdivision improvements for Adtalem Miramar; 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 Adtalem Miramar 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 January 27, 2023.
(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 January 27, 2023 and ending January 27, 2024
(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:

Renee Henningfeld
Secretary Renee Henningfeld

10315 USA TODAY WAY, LLC C/O CRG

Christopher P. McKee
Christopher P. McKee Managing Member
Chief Development Officer of Manager
of Manager of 10315 USA Today Way, LLC
(SEAL)

WITNESSES:

Courtney Ray
Courtney Ray
Emily Potts
Emily Potts

Andrea Bailey
Andrea Bailey

SURETY

SEAL

LIBERTY MUTUAL INSURANCE COMPANY

Signed, Sealed and Delivered

By: Salena Wood
As SURETY
Salena Wood, Attorney-In-Fact

In the Presence of:

Jennifer Williams
Jennifer Williams
Barbara Pannier
Barbara Pannier



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204826 - 8204826

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barbara Pannier, Catherine L. Geimer, Christina Baratti, Eric D. Sauer, Jennifer Williams, Salena Wood, Susan R. Schwartz, Thomas U. Krippene

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of January, 2023



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquires, please call 610-832-8240 or email HOSUR@libertymutual.com.

LOCATION MAP

