

**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: 8690

Item Description: Temp. Reso. #R8690 ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM FC MIRAMAR PHASE IV, L.L.C., FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE MIRAMAR STATION PHASE 2; 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 \$93,120 FROM FC MIRAMAR PHASE IV, 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 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 TR8690**
 - **Exhibit A (Composite Exhibit):**
 - **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**
 - **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. 8690 accepting an Absolute Bill of Sale and Easement for the water and sewer system improvements to serve Miramar Station Phase 2

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8690, accepting an Absolute Bill of Sale and Easement from FC Miramar Phase IV, LLC (the “Developer”); for the water and sewer system improvements (the “Improvements”), to serve Miramar Station Phase 2. 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 \$93,120, 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 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: Miramar Station Phase 2 (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 \$372,480. 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 \$93,120. 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 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. 8690

4/1/26

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 AND EASEMENT FROM FC MIRAMAR PHASE IV, LLC, FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE MIRAMAR STATION PHASE 2; 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 \$93,120 FROM FC MIRAMAR PHASE IV, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FC Miramar Phase IV, LLC (the “Developer”) has installed water and sewer system improvements (the “Improvements”) to serve Miramar Station Phase 2 (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 and required Easements, 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

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. 8690

4/1/26

5/13/26

WHEREAS, the Developer has provided a one-year Maintenance Bond in the amount of \$93,120 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 and Easement, 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 \$93,120 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 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 \$93,120 for the maintenance of the Improvements.

Temp. Reso. No. 8690

4/1/26

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 and Easement 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 \$93,120 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale and Easements 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. 8690

4/1/26

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
- 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. 514025100020

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by FC Miramar Phase IV, 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 2 _____ .

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 15th day of January, 2026

Signed, sealed and delivered in the presence of:

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

[Signature]
Print Name: ERIC ECHEVARRIA
Address: 2811 PONCE DE LEON BLVD, STE 1010
CORAL GABLES, FL 33134

FC Miramar Phase IV LLC
a Florida limited liability company
By: FCI Residential Corporation
Its: Manager

[Signature]
By: _____
Name: Juan Porro
Title: Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15th day of January, 2026 by Juan C. Porro, Vice President of FCI Residential Corporation, manager of FC Miramar Phase IV, LLC. He is personally known to me or did produce _____ as identification.

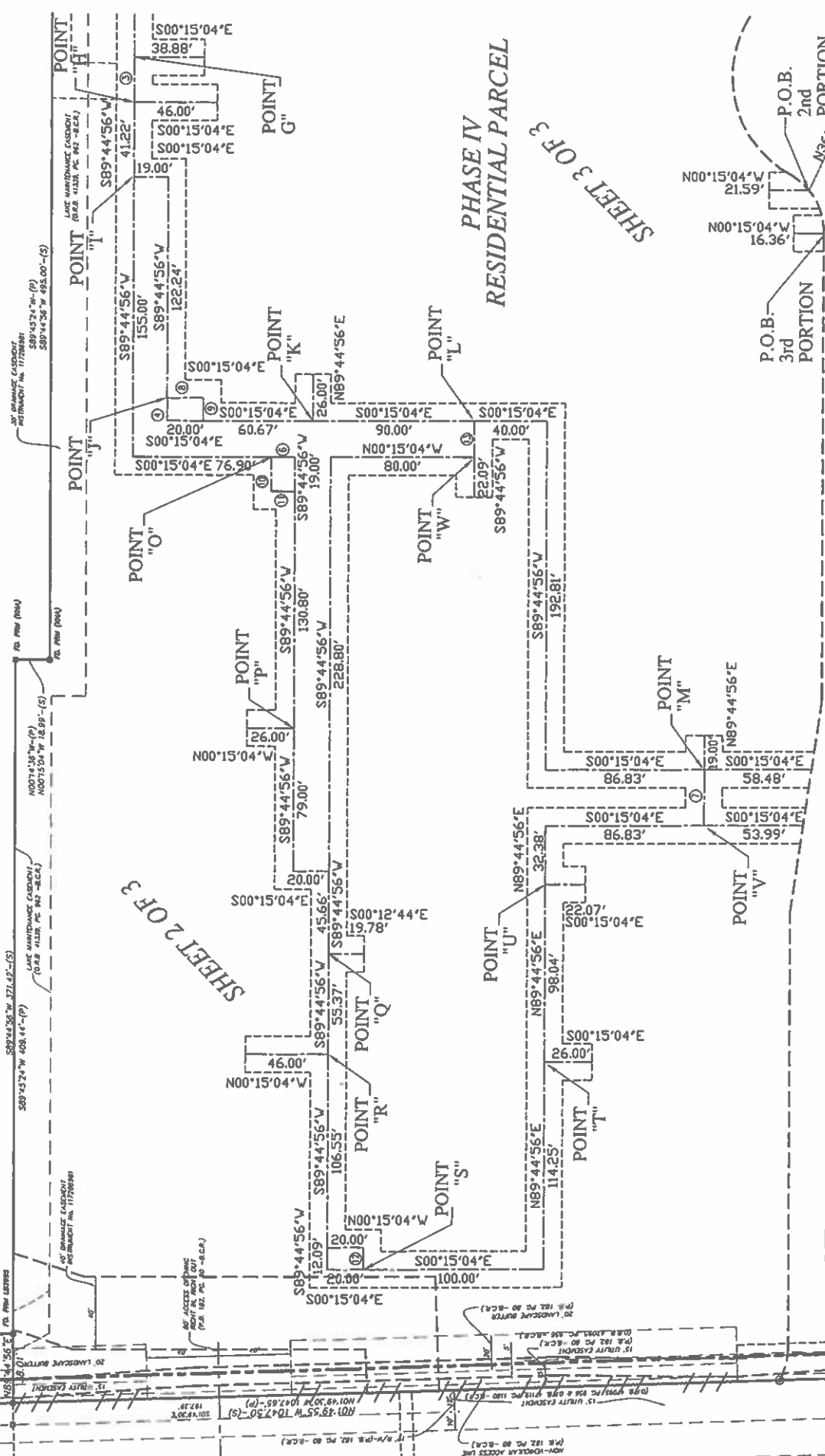
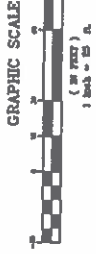


[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: April 19, 2027

EXHIBIT A

PREPARED BY:
GUNTER GROUP, INC.
 LAND SURVEYING - LAND PLANNING
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
 9350 S.W. 122nd TERRACE
 MIAMI, FLORIDA 33165
 (305) 220-0073

SKETCH AND LEGAL DESCRIPTION
 UTILITY EASEMENT IN PORTION OF
 LOTS 1 AND 2, MIRAMAR CENTRAL PLAZA
 (PLAT BOOK 182, PAGE 80)
 BROWARD COUNTY, FLORIDA.

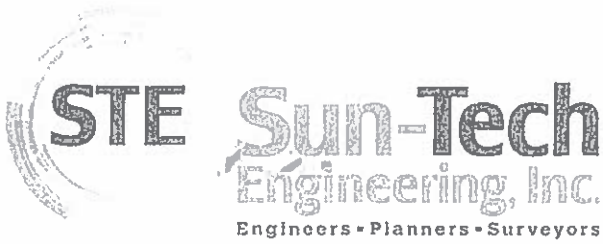


SHEET 2 OF 3

PHASE IV
 RESIDENTIAL PARCEL
 SHEET 3 OF 3

Digitally signed by Rolando Ortiz
 Date: 2025.12.09 10:29:13 -05'00'

NOT VALID WITHOUT SHEET 1&3 OF 3	20 FEET UTILITY EASEMENT	DATE: 06-10-2025	JOB No.: 20-32159	SKETCH No.: 29717	REVISIONS: 07-28-2025	SCALE: 1"=25'	SHEET: 2 OF 3
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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 II
 CERTIFIED FINAL COST**

WATER DISTRUBUTION SYSTEM

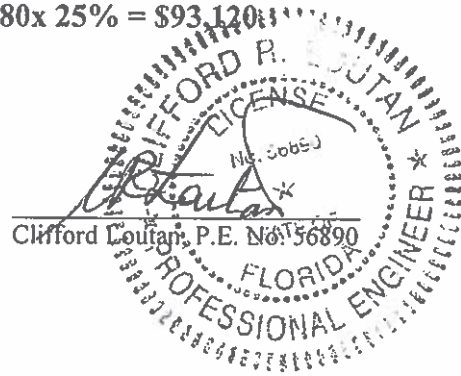
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	3200	LF	\$34.00	\$108,800
6" DIP WM	515	LF	\$28.00	\$14,420
4" DIP WM	60	LF	\$29.00	\$1,740
8" Gate Valves	4	EA	\$1,300	\$5,200
4" GV	7	EA	\$900	\$6,300
Fire Hydrant W/ GV	10	EA	\$4,150	\$41,500
2" Water Meter Service	4	EA	\$5,200	\$20,800
1" Water Meter Service	1	EA	\$1,500	\$1,500
Fittings	1	LS	\$23,410	\$23,410
Fill and Flush	2	EA	\$850	\$1,700
4" DDCV	5	EA	\$9,850	\$49,250
			Sub-Total	\$274,620

SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC 0-6' Cut	600	LF	\$34	\$20,400
8" PVC 6-8' Cut	344	LF	\$35	\$12,040

Manhole 0-6' Deep	5	EA	\$4,310	\$21,550
Manhole 6-8' Deep	3	EA	\$4,410	\$13,230
6" Sewer Lateral	8	EA	\$3,830	\$30,640
			Sub-Total	\$97,860

BOND REQUIRED $\$372,480 \times 25\% = \$93,120$



WARRANTY
(Corporate)

THIS WARRANTY made this _____ day of _____, 2026, by
FC Miramar IV, LLC, a Limited Liability Company
 _____ (hereinafter referred to as "Warrantor"), whose
 address is 2811 Ponce De Leon Blvd. Suite 1010 Coral Gables, Florida 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 and Reuse improvements (hereinafter the "Facilities") to serve
Miramar Station Phase 2 (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 IV, LLC [Name of Corporation], a Florida Limited Liability Company Corporation [insert name of state of incorporation]

By: FCI Residential Corporation, its sole manager

WITNESSES:

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

[Signature]
Print Name: ERIC ECHEVARRIA
Address: 2811 Ponce De Leon Blvd, Ste 1010
Coral Gables, FL 33134

[Signature]
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 15th day of January, 2026, by Juan Porro as Vice president of FCI residential corporation, phase IV, LLC a Florida limited liability company, manager of FC Miramar on behalf of the company. He/she, personally known to me () or has produced _____, as identification.

SEAL



My Commission Expires: April 19, 2027

NOTARY PUBLIC

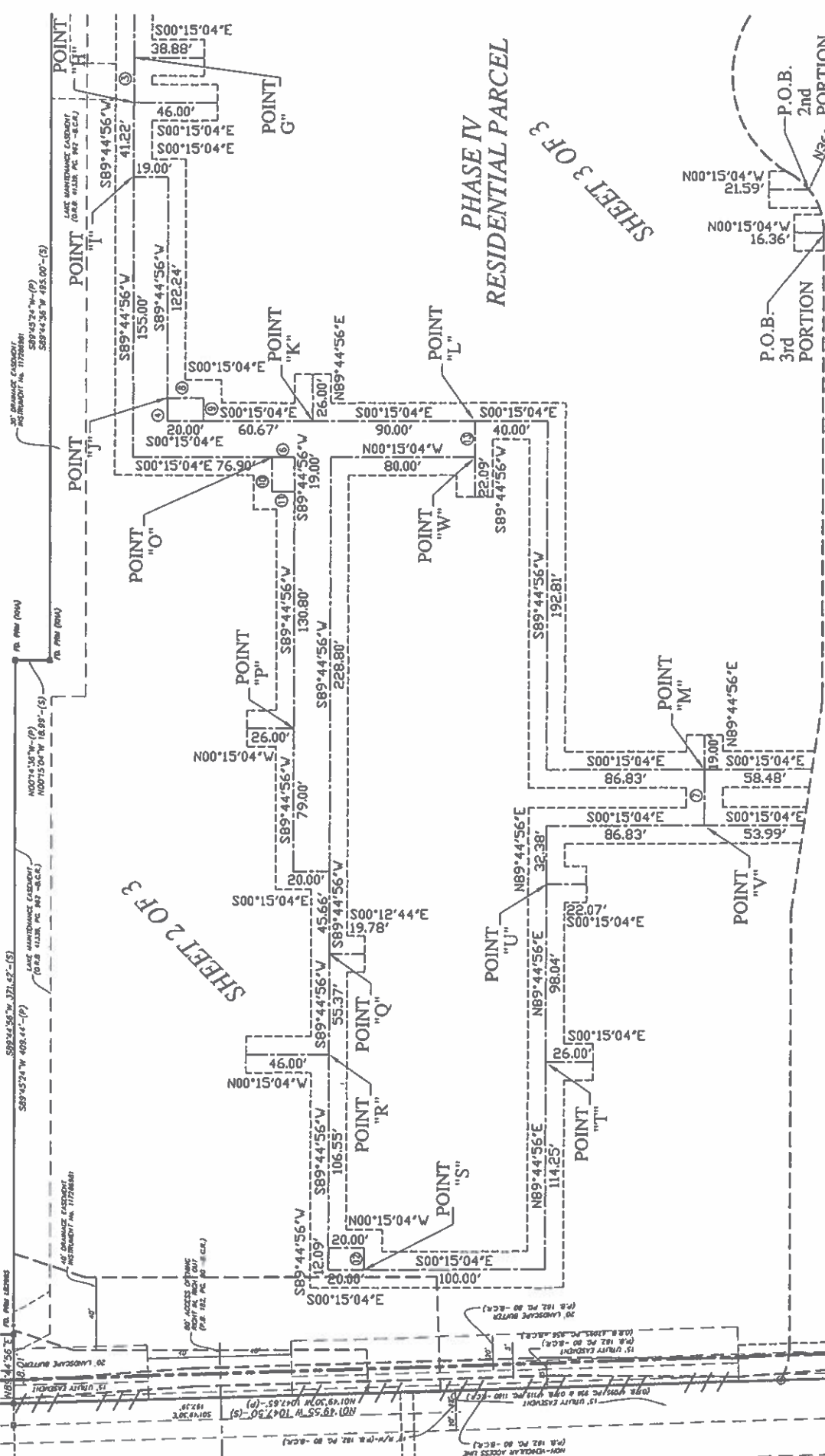
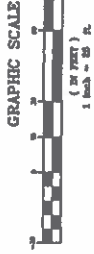
[Signature]

Print or Type Name of Notary Public

EXHIBIT A

PREPARED BY:
GUNTER GROUP, INC.
 LAND SURVEYING AND PLANNING
 FLORIDA CERTIFICATE OF AUTHORIZATION # 18 4507
 9350 S.W. 22nd TERRACE
 MIAMI, FLORIDA 33165
 (305) J-00073

SKETCH AND LEGAL DESCRIPTION
 UTILITY EASEMENT IN PORTION OF
 LOTS 1 AND 2, MIRAMAR CENTRAL PLAZA
 (PLAT BOOK 182, PAGE 80)
 BROWARD COUNTY, FLORIDA.



SHEET 2 OF 3

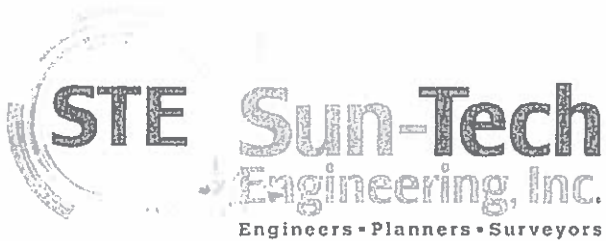
PHASE IV
 RESIDENTIAL PARCEL
 SHEET 3 OF 3

Digitally signed by Rolando Ortiz
 Date: 2025.12.09 10:29:13 -05'00'

20 FEET UTILITY EASEMENT	DATE: 06-10-2025	JOB No.: 20-32159	SKETCH No.: 29717	REVISIONS: 07-28-2025	SCALE: 1"=25'	SHEET: 2 OF 3
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NOT VALID WITHOUT SHEET 183 OF 3

NOTES: The Surveyor and his firm, pursuant to Chapter 46-17, Florida Administrative Code, under Article 183, Part 1, Florida Statutes, hereby certify that the survey was made in accordance with the provisions of the Florida Statutes and the Florida Administrative Code, and that the survey was made in accordance with the provisions of the Florida Statutes and the Florida Administrative Code.



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 II
 CERTIFIED FINAL COST**

WATER DISTRUBUTION SYSTEM

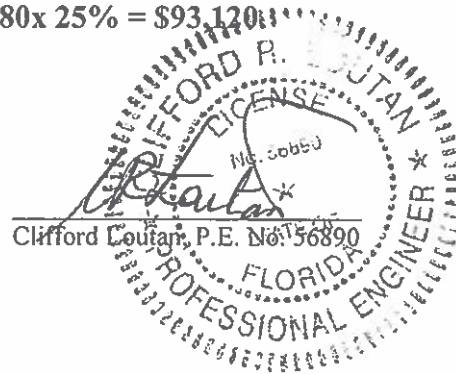
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8" DIP WM	3200	LF	\$34.00	\$108,800
6" DIP WM	515	LF	\$28.00	\$14,420
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8" Gate Valves	4	EA	\$1,300	\$5,200
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2" Water Meter Service	4	EA	\$5,200	\$20,800
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			Sub-Total	\$274,620

SANITARY SEWER SYSTEM

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6" Sewer Lateral	8	EA	\$3,830	\$30,640
			Sub-Total	\$97,860

BOND REQUIRED $\$372,480 \times 25\% = \$93,120$



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:

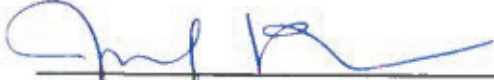
All facilities built and constructed to serve Miramar Station Phase II located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

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 January 2010 (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 12 day of February, 2020

WITNESSETH:



Jennifer Tatsier

Downrite Engineering Corp
Name of Corporation

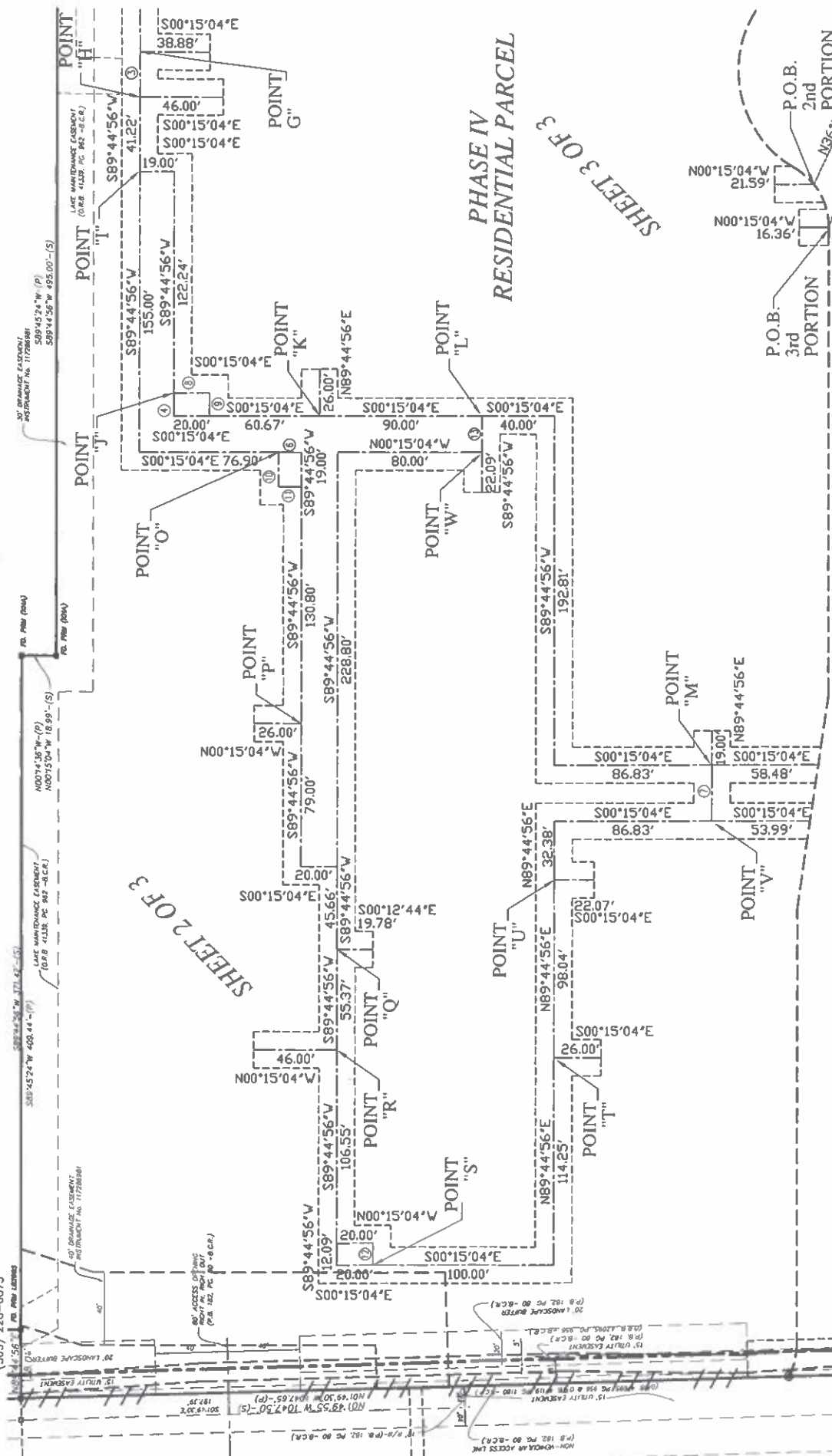
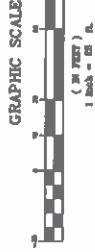
By: 
Name: Sam Lobue

Title: President

EXHIBIT A

PREPARED BY:
GUNTER GROUP, INC.
 LAND SURVEYING - LAND PLANNING
 FLORIDA CERTIFICATE OF NUMBER 11778801
 5200 S.W. 27th Avenue, Terrace
 Fort Lauderdale, Florida 333165
 (305) 220-0073

SKETCH AND LEGAL DESCRIPTION
 UTILITY EASEMENT IN PORTION OF
 LOTS 1 AND 2, MIRAMAR CENTRAL PLAZA
 (PLAT BOOK 182, PAGE 80)
 BROWARD COUNTY, FLORIDA.



Digitally signed by Rolando Ortiz
 Date: 2025.12.09 10:29:13 -05'00'

Rolando Ortiz

DATE:	06-10-2025	JOB NO.:	20-32159	SKETCH NO.:	29717	REVISIONS:	107-28-2025	SCALE:	1" = 25'	SHEET:	2 OF 3
20 FEET UTILITY EASEMENT											

NOT VALID WITHOUT SHEET 183 OF 3



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

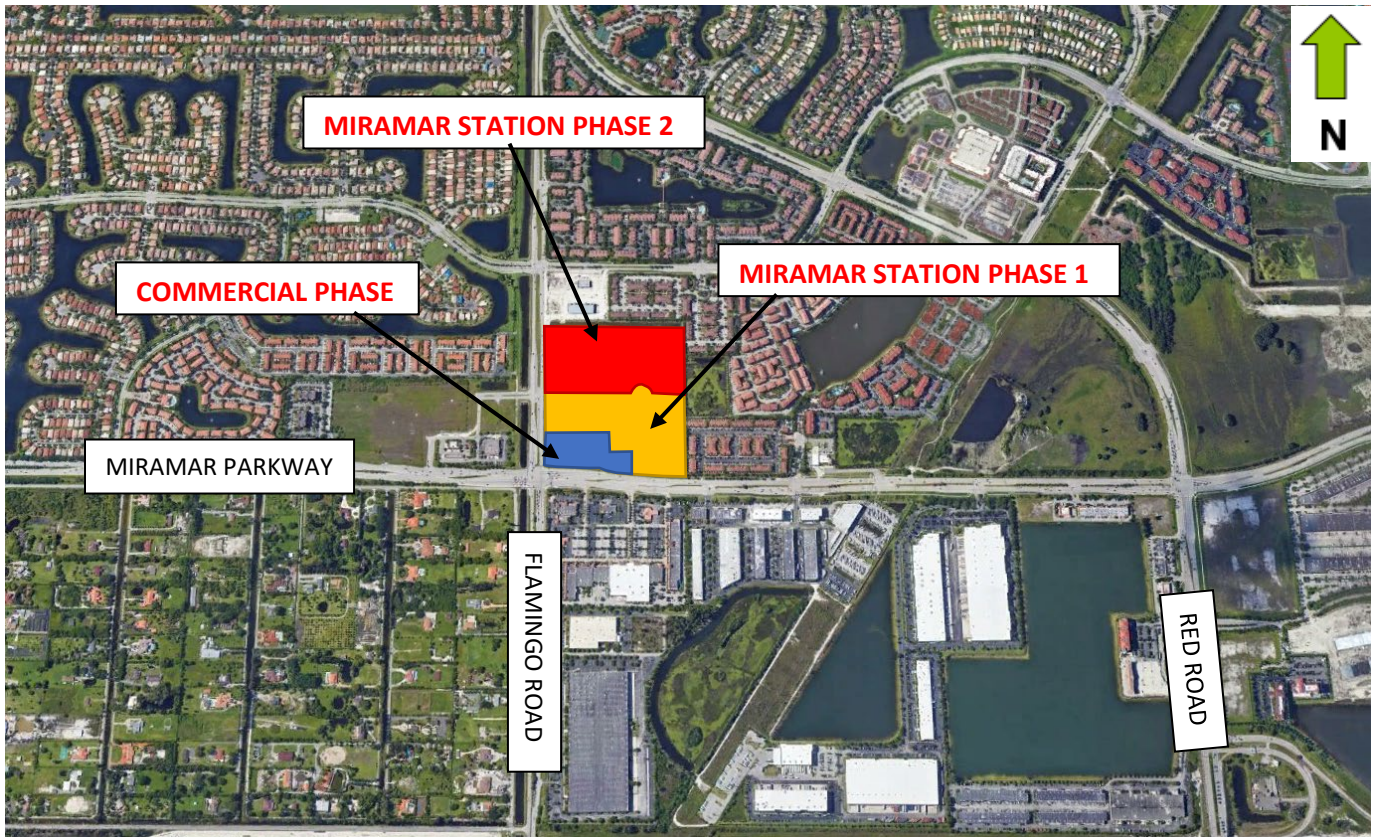
WATER DISTRUBUTION SYSTEM

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			Sub-Total	\$274,620

SANITARY SEWER SYSTEM

QUANTITY	UNIT	UNIT COST	TOTAL COST
600	LF	\$34	\$20,400
344	LF	\$35	\$12,040

LOCATION MAP



Folio #: 514025100020

SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES

FOR

Miramar Station Phase II

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 IV., LLC. (the "Developer") whose address is 2199 Ponce de Leon Ste. 401 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 169 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 332 apartments and a clubhouse on the Property for a total of 169 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]
Sr. 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

Witnesses:

[Signature]
[Signature]

DEVELOPER:

FC MIRAMAR PHASE IV., LLC.

[Signature]
By: _____
Name: Juan C. Porro
Title: Managing Member
Dated: June 16, 2021

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

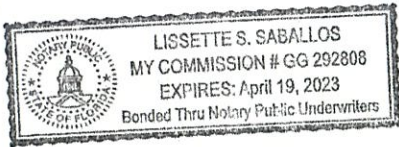
Before me personally appeared Juan C. Porro and _____
_____, as Managing Member and
_____ of FC Miramar Phase IV, LLC a _____
corporation, known to me to be the persons described in and who executed the foregoing
Agreement and acknowledged to and before me that they executed said Agreement for the
purposes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

Donald L. Cooper 4-20-2021
 Donald L. Cooper, P.S.M. Date
 Professional Surveyor and Mapper
 Florida Registration No. 6259

DATE	REVISION	BY	CHK.



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

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 18-3902

SHEET 2 OF 4

LEGAL DESCRIPTION - Phase IV 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:

BEGIN at the northwest corner of said Lot 1; thence along the North line of said Lot 1, the following five (5) courses and distances, North 89°44'56" East, 409.44 feet; thence South 00°15'04" East, 18.99 feet; thence North 89°44'56" East, 495.00 feet; thence North 00°15'04" West, 9.50 feet; thence North 89°44'56" East, 242.24 feet to the northeast corner of said Lot 1; thence along the East line of said Lot 1, South 1°48'56" East, 416.48 feet; thence South 89°54'00" West, 39.58 feet; thence South 00°15'04" East, 9.43 feet; thence South 89°44'56" West, 11.00 feet to a point on the arc of a tangent curve; thence southwesterly 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, South 00°15'04" East, 5.18 feet; thence South 89°44'56" West, 26.08 feet; thence South 89°50'32" West, 73.41 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 54°32'20" East); thence westerly 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 South 89°50'32" West, 50.30 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 55°27'46" East); thence westerly 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 South 89°51'05" West, 99.17 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 78°18'41" East); thence westerly 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 to a point of reverse curvature; thence westerly 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; thence tangent to said curve, South 89°44'56" West, 258.49 feet; thence North 82°00'29" West, 118.57 feet; thence South 89°44'56" West, 240.13 feet to a point on the arc of a tangent curve; thence northwesterly 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 to a point on the West line of said Lot 2; thence along the West line of said Lot 2 and along the West line of said Lot 1, North 1°49'55" West, 423.83 feet the Point of Beginning.

Said lands situate, lying, and being in the City of Miramar, Broward County, Florida and containing 487,263 square feet (11.1860 acres) more or less.

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



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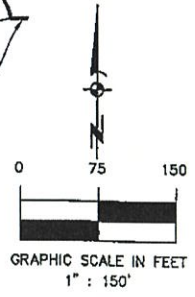
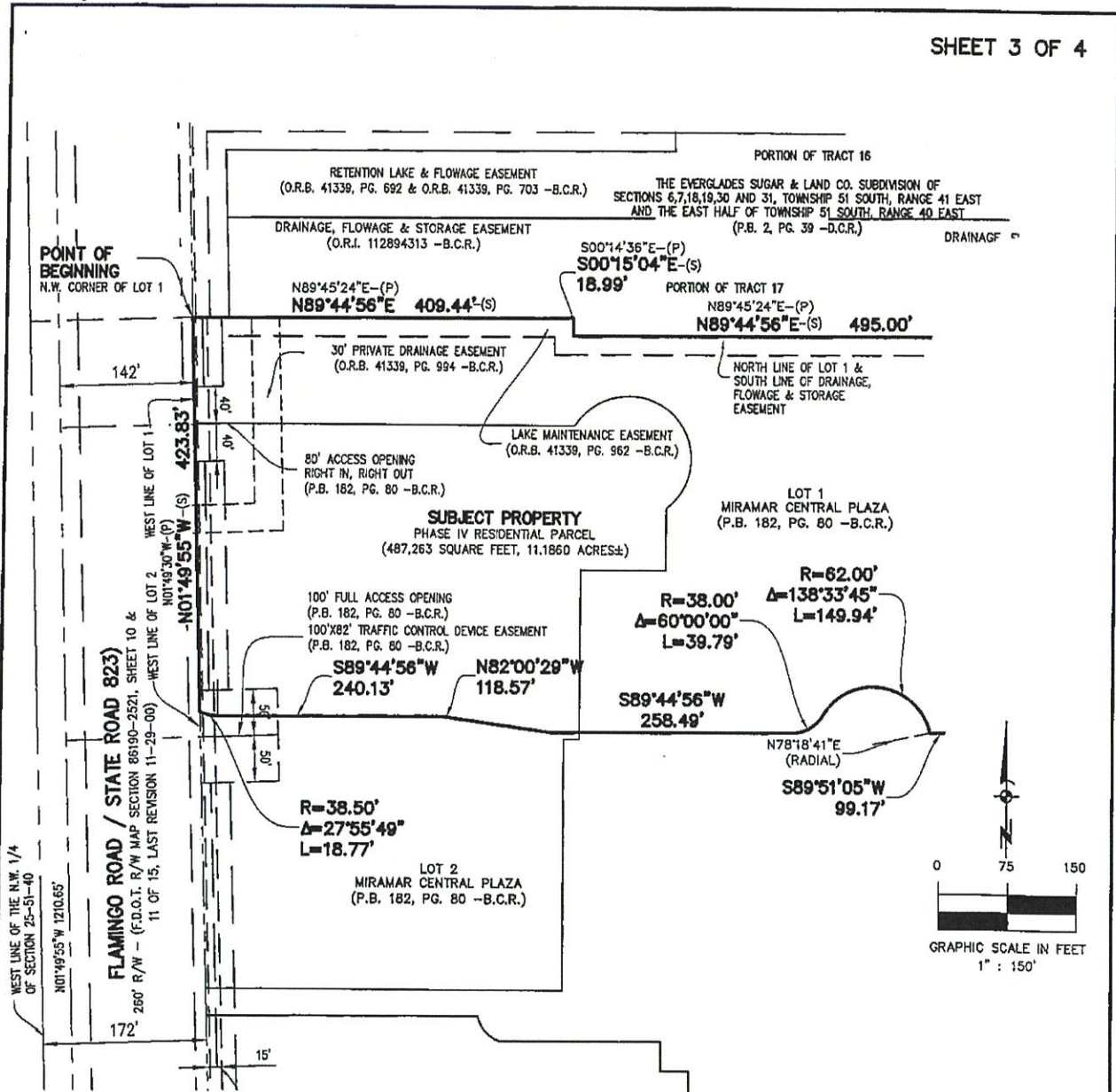
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SHEET 3 OF 4



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
△	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

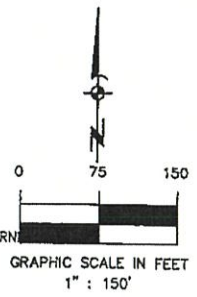
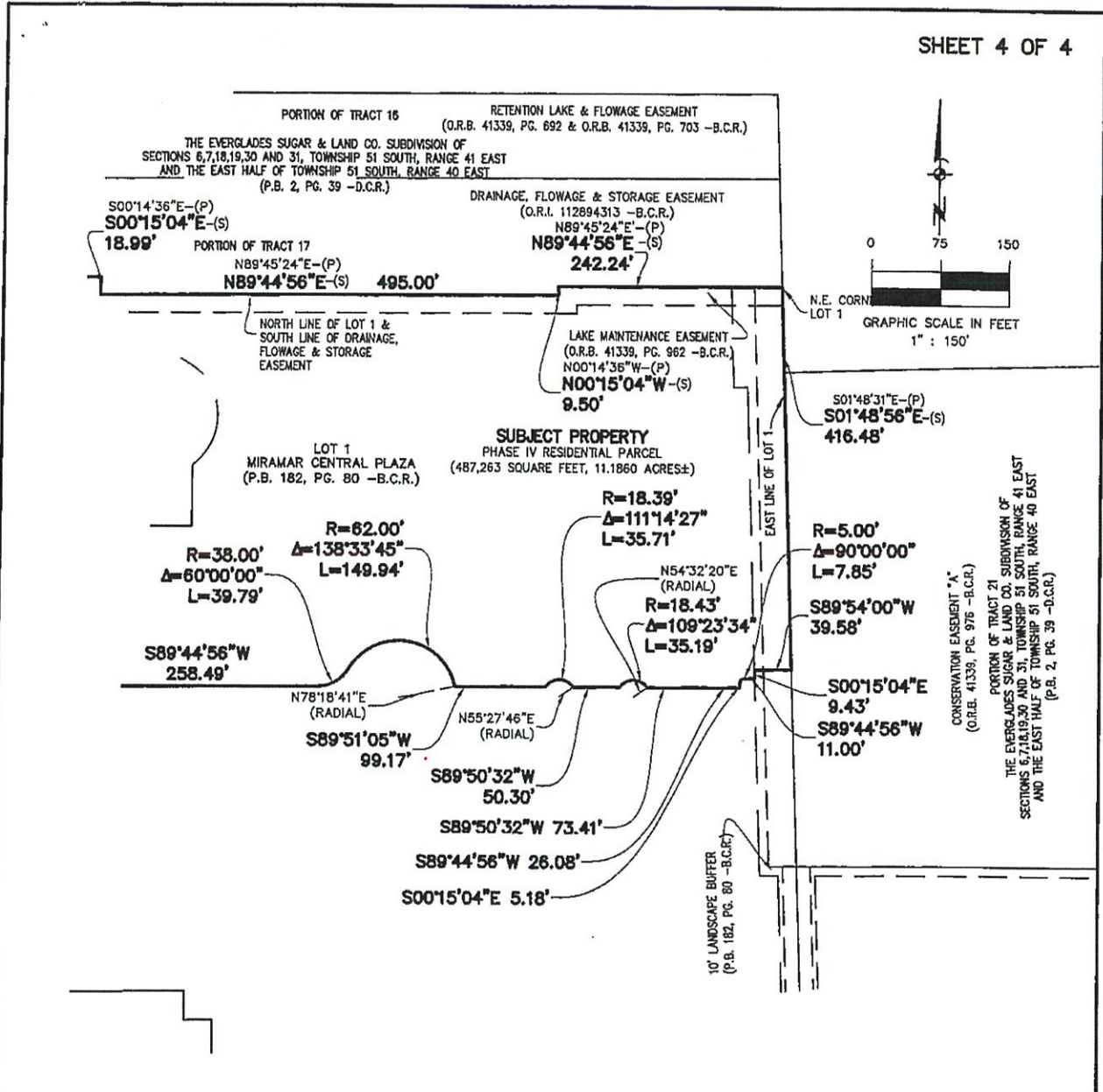
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SHEET 4 OF 4



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 |
| RAW | 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 - 3

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