

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

Meeting Date: July 9, 2025

Presenter's Name and Title: Deyman Rodriguez, Senior Planner, Building, Planning, & Zoning Department

Prepared By: Deyman Rodriguez, Senior Planner

Temp. Reso. Number: 8454

Item Description: Temp. Reso. #R8454, AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE OF A COMBINATION AGREEMENT THAT REQUIRED SEVERAL PLATTED LOTS TO BE TREATED AS ONE BUILDING SITE, ENACTED VIA CITY COMMISSION RESOLUTION 96-145, AND IN ITS REPLACEMENT, THE ADOPTION OF A COVENANT RUNNING WITH THE LAND IN LIEU OF A UNITY OF TITLE, PROVIDING THAT THE SUBJECT PROPERTY, LOCATED AT 7481, 7451, 7429, 7377, 7401 RIVIERA BOULEVARD, CONTINUES TO BE DEVELOPED IN ACCORDANCE WITH THE APPROVED SITE PLAN ON RECORD, ENTITLED MEGACENTER MIRAMAR, AND APPROVED VIA CITY COMMISSION RESOLUTION 16-170; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (Building, Planning & Zoning Senior Planner Deyman Rodriguez)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

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 6/29/2025 in a _Legal_ ad in the _Sun Sentinel_; 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 TR8454**
 - **Exhibit A: Legal Description**
 - **Exhibit B: Combination Agreement**
 - **Exhibit C: Covenant Running with the Land in lieu of Unity of Title**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Nixon Lebrun, Director of Building, Planning & Zoning

DATE: July 2, 2025

RE: Temp. Reso. No. 8454 for the release of a Combination Agreement that required several platted lots to be treated as one building site, enacted via City Commission Resolution 96-145, and in its replacement, the adoption of a covenant running with the land in lieu of a Unity of Title, providing that the Subject Property, located at 7481, 7451, 7429, 7377, 7401 Riviera Boulevard, continues to be developed in accordance with the approved site plan on record, titled "Megacenter Miramar," and approved via City Commission Resolution 16-170

RECOMMENDATION: The City Manager recommends adoption of Temp. Reso. No. 8454, for the release of a Combination Agreement that required several platted lots to be treated as one building site, enacted via City Commission Resolution 96-145, and in its replacement, the adoption of a covenant running with the land in lieu of a Unity of Title, providing that the Subject Property, located at 7481, 7451, 7429, 7377, 7401 Riviera Boulevard, continues to be developed in accordance with the approved site plan on record, approved via City Commission Resolution 16-170 and entitled "Megacenter Miramar."

ISSUE: Pursuant to Section 3.03(h) of the City Charter, approval of the City Commission is required for the City Manager to execute any instrument in writing to which the City is a party, or any change thereto. In conformity therewith, this item is being placed on this meeting agenda so the City Commission can adopt the enacting Resolution.

BACKGROUND: Megacenter Miramar (the "Subject Property") is a commercial and industrial/warehouse development comprised of five (5) parcels under Tract K, Tract L, Tract M, Tract N, and a portion of Tract J of the Miramar Park Fifth Addition Plat and may be found in the Public Records of Broward County under Book 92, Page 50.

The Subject Property is located in the Fairway Business Park: 7481, 7451, 7429, 7377, 7401 Riviera Boulevard. Of the five (5) parcels, four (4) are owned by Megacenter Miramar LLC, a Florida limited liability company, and the remaining is owned by SPG 7481 Riviera Boulevard LLC, a Delaware limited liability company, and collectively known as the "Owners." In July of 2016, Megacenter Miramar LLC, obtained site plan approval by the City Commission via Resolution 16-170, for the development of a unified campus that included five (5) buildings for warehouse, professional office, and self-storage uses.

The Megacenter Miramar development is subject to an Agreement for the Combination of Platted Lots into One Building Site ("Combination Agreement"), which states that the Subject Property shall never be sold or disposed of in any manner except in conjunction with one another or until the release of the Agreement. The Property Owners are requesting release of the Combination Agreement, which effectively acts as a Unity of Title for the development, for purposes of obtaining the right to convey or sell its platted parcels individually, or in some partial combination of parcels. The Combination Agreement was approved by the City Commission on May 15, 1996, via Resolution No. 96-145 and may be found in the Public Records of Broward County, under Book 24991, Page 850.

DISCUSSION: The Combination Agreement effectively establishes uniformity in ownership for the campus, which in turn facilitates compliance with land use regulations. By releasing the Combination Agreement, the fragmented parcels under the Subject Property may become nonconforming as the land development regulations that were subject to compliance of the approved site plan may fall below permitted thresholds. For example, each of the five (5) parcel or combination thereof may not meet minimum lot sizes, minimum access or off-street parking requirements, and minimum setbacks and landscape bufferyard requirements. The result of a nonconforming lot would potentially limit future development, whether by expansion or modification of existing uses and/or structures.

ANALYSIS: To prevent the formation of lots of nonconforming status, the Property Owners are proposing a covenant running with the land in lieu of a Unity of Title. This Covenant In Lieu provides that the Subject Property, which is comprised of five (5) parcels, shall continue to be treated as one building site in substantial conformity with site plan approved by the City via Resolution 16-170, entitled "Megacenter Miramar."

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE OF A COMBINATION AGREEMENT THAT REQUIRED SEVERAL PLATTED LOTS TO BE TREATED AS ONE BUILDING SITE, ENACTED VIA CITY COMMISSION RESOLUTION 96-145, AND IN ITS REPLACEMENT, THE ADOPTION OF A COVENANT RUNNING WITH THE LAND IN LIEU OF A UNITY OF TITLE, PROVIDING THAT THE SUBJECT PROPERTY, LOCATED AT 7481, 7451, 7429, 7377, AND 7401 RIVIERA BOULEVARD, CONTINUES TO BE DEVELOPED IN ACCORDANCE WITH THE APPROVED SITE PLAN ON RECORD, TITLED MEGACENTER MIRAMAR, AND APPROVED VIA CITY COMMISSION RESOLUTION 16-170; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Megacenter Miramar (the "Subject Property") is a commercial and industrial/warehouse development comprised of five (5) parcels under Tract K, Tract L, Tract M, Tract N, and a portion of Tract J of the Miramar Park Fifth Addition Plat, and may be found in the Public Records of Broward County under Book 92, Page 50; and

WHEREAS, Megacenter Miramar is located in the Fairway Business Park under the addresses of 7481, 7451, 7429, 7377, and 7401 Riviera Boulevard, and legally described in Exhibit "A;" and

WHEREAS, Of the five (5) parcels, four (4) are owned by Megacenter Miramar LLC, a Florida limited liability company, and the remaining parcel is owned by SPG 7481

Riviera Boulevard LLC, a Delaware limited liability company, and collectively are known as the “Owners;” and

WHEREAS, Megacenter Miramar obtained site plan approval in April of 2016 via Resolution 16-170; and

WHEREAS, the Owners are subject to an Agreement for the Combination of Platted Lots into One Building Site (“Combination Agreement”), which states that the Subject Property shall never be sold or disposed of in any manner except in conjunction with one another or until the release of the Agreement; and

WHEREAS, the Owners are requesting release of the Combination Agreement, which effectively acts as a Unity of Title for the development, for purposes of obtaining the right to convey or sell its platted parcels individually, or in some partial combination of parcels; and

WHEREAS, the Owners are proposing a covenant running with the land in lieu of a Unity of Title, which provides that the Subject Property, which is comprised of five (5) parcels, shall continue to be treated as one building site in substantial conformity with site plan approved by the City via Resolution 16-170, entitled “Megacenter Miramar;” and

WHEREAS, the City Manager supports the release of the Combination Agreement, attached hereto as Exhibit “B,” and in its replacement, the adoption of a covenant running with the land in lieu of a Unity of Title, attached hereto as Exhibit “C;” and

WHEREAS, a duly noticed public hearing was held on the Release of the Combination Agreement; and

WHEREAS, the City Commission authorizes the City Manager to execute the release of the Combination Agreement, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form by the City Attorney.

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 confirmed and ratified as being true and correct and are made a specific part of this Resolution.

Section 2: That the City supports the release of the Combination Agreement, attached hereto as Exhibit “B” and in its replacement, the adoption of a covenant running with the land in lieu of a Unity of Title, attached hereto as Exhibit “C.”

Section 3: That the Owners and the City hereby acknowledge all terms and conditions of the Covenant In Lieu, as amended, and that it shall remain in full force and effect unless released in writing by Owners and the City, as described in Exhibit “C.”

Section 4: That the City Manager of the City of Miramar, Florida, be and the same, is hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8454

5/29/25

6/25/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

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

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted

Exhibit "A"

Legal Description: Parcel 1

Tract "K", and a portion of tract "J" of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida; that portion of said Tract "J" being more particularly described as follows:

Begin at the Northwest corner of said Tract "K"; thence along the West Line of said Tract "K", S00°19'17"W for a distance of 422.88 feet to a point on the South line of said Tract "J", also being on a 1351.40 foot radius non-tangent curve, concave to the North, whose radius point bears N07°02'09"E; thence Westerly along said curve, through a central angle of 03°38'00", an arc distance of 85.69 feet; thence along a line parallel with and 84.73 feet West of the West lines of said Tract "K", N00° 19' 1 7"E for a distance of 410.93 feet to a point on the North line of said Tract "J"; thence along said North line S89°09'59"E for a distance of 84.74 feet to the Point of Beginning.

Legal Description: Parcel 2

Tract "L", of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida.

Legal Description: Parcel 3

Tract "M", of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida, less the East 108.70 feet thereof.

Legal Description: Parcel 4

The East 108.70 feet of Tract "M", and The West 174.68 feet of Tract "N" of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida.

Legal Description: Parcel 5

Tract "N", of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida, Less the West 174.68 feet thereof.

CITY OF MIRAMAR
6700 MIRAMAR Pkwy.
MIRAMAR, FL 33023

96-281964 T#002
06-11-96 11:59AM

AGREEMENT FOR THE COMBINATION OF
PLATTED LOTS INTO ONE BUILDING SITE

THIS AGREEMENT, made and entered into this 15 day of May, 1996, by and between: CITY OF MIRAMAR, FLORIDA, a municipal corporation, hereinafter referred to as "CITY", and ALLAN MILLEDGE, TRUSTEE, his agents, successors, and assigns, hereinafter collectively referred to as "OWNER".

W I T N E S S E T H:

WHEREAS, OWNER owns certain lands situated in Miramar, Florida, described in Exhibit "1", attached hereto and made a part hereof; and

WHEREAS, OWNER desires to combine said lands into one building site sometimes referred to as a "plot" to be developed as (describe proposed use both type and project name) in accordance with the Municipal Code of the CITY; and

WHEREAS, in order to take advantage of this privilege, CITY requires that OWNER agree that the lands described in Exhibit "1" shall never be sold or disposed of in any manner except in conjunction with one another or until released from this Agreement by the City Commission; NOW, THEREFORE.

IN CONSIDERATION of the mutual covenants and agreements as set forth herein, this sufficiency of which is hereby acknowledged, the Parties agree that;

- (1) The above recitals are true and correct and incorporated herein.
- (2) OWNER agrees that the property described in Exhibit "1" shall be committed to one building site in accordance with the Municipal Code of the City of Miramar.
- (3) OWNER further agrees that the Property described in Exhibit "1" shall never be sold, transferred, devised, assigned or disposed of in any manner except in conjunction with the sale, transfer, demise, assignment or disposal of all said property, provided that the property may be subdivided, sold, transferred, devised, or assigned separately, if each such subdivided parcel shall have access (either by easement or by direct access) to a public road, which access is deemed acceptable by the City of Miramar, and each such subdivided parcel complies with the requirements of all Codes of the City of Miramar.
- (4) CITY agrees that the lands in question will be treated as one building site, notwithstanding the fact that the City Commission has previously approved lot or parcel lines interior to the building site.
- (5) The Parties agree that the terms, conditions, and covenants of this Agreement shall be and now constitute a covenant running with the land, binding on subsequent purchasers of the above described real properties regardless of transfer of interests, title or ownership.
- (6) The Parties agree that a release from this Agreement shall be executed by the CITY if and when access to a public road is provided to all parcels or subdivisions of the Property, and such access is deemed acceptable by the CITY, and each of the subdivided parcels complies with the requirements of all Codes of the City of Miramar.



FEE ITEM
RETURN TO
FRONT RECORDING

5K24991PG0850


(4)

(7) The Parties agree that this Agreement shall be recorded in the Public Records of Broward County, Florida. The recording fee shall be paid by OWNER.

CITY OF MIAMI

By 
ERIC M. SOROKA, Manager

ATTEST:


BETTY S. TARNO, City Clerk

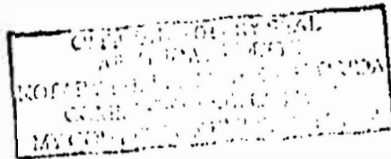
State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this 5 day of May, 1996, by Betty S. Tarno and Eric M. Soroka, City Clerk and City Manager, respectively.

NOTARY PUBLIC
SEAL OF OFFICE


Notary Public, State of Florida

ARMINDE AUDETTE
Printed, typed or stamped name of
Notary Public exactly as commissioned
Individuals who signed are personally
known: no identification produced;
oath was taken



OK 24991 PG0851

AGREEMENT FOR THE COMBINATION OF
PLATTED LOTS INTO ONE BUILDING SITE

OWNER

By Allan Milledge
ALLAN MILLEDGE, TRUSTEE

State of Florida
County of Dade

On this, 15th day of May, 1996, before me, the undersigned Notary Public of
the State of Florida, County of Dade, the foregoing instrument was acknowledged
by Allan Milledge, Trustee.

WITNESS my hand
and official seal.



Name of Notary Public (print, stamp
or type as commission)
Bruce F. Iden
Personally known to me, or
Produced identification:

(type of identification produced)

JK24991P60852

Exhibit "A"

Tracts K, L, M, N and a portion of Tract J of MIRAMAR PARK FIFTH ADDITION, according to the Plat thereof recorded in Plat Book 92, at Page 50, of the Public Records of Broward County, Florida, that portion of said Tract J being more particularly described as follows:

Begin at the Northwest corner of said Tract K; thence along the West line of said Tract K South 00 degrees 19 minutes 17 seconds West 422.88 feet to a point on the South line of said Tract J also being on a 1351.40 foot radius non-tangent curve concave to the North whose radius point bears North 07 degrees 02 minutes 05 seconds East; thence westerly along said curve through a central angle of 03 degrees 38 minutes 00 seconds an arc distance of 85.69 feet; thence along a line parallel with and 84.73 feet West of the West line of said Tract K North 06 degrees 19 minutes 17 seconds East 410.93 feet to a point on the North line of said Tract J; thence along said North line South 89 degrees 09 minutes 59 seconds East 84.74 feet to the Point of Beginning.

Said lands lying and being in the City of Miramar, Broward County, Florida

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

OK 24991 PG 0853

This instrument was prepared by:

Duane Morris LLP
David Sacks, Esq.
201 S. Biscayne Boulevard, Suite 3400
Miami, FL 33131

Parcel I.D. Numbers: 514127140200
514127140210
514127140220
514127140230
514127140190

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE**

KNOW ALL BY THESE PRESENTS that the undersigned, MEGACENTER MIRAMAR LLC, a Florida limited liability company ("Megacenter Owner"), and SPG 7481 RIVIERA BLVD LLC, a Delaware limited liability company ("Riviera Owner", collectively with Megacenter Owner, "Owner"), hereby make, declare and impose on the Property (as hereinafter defined) these covenants running with the title to the Property, which shall be binding on Owner and each of its respective successors and assigns and against all persons claiming by, through or under them;

WHEREAS, (i) Megacenter Owner is the owner of that certain real property located in the City of Miramar, Broward County, Florida at the following addresses: (a) 7451 Riviera Boulevard described in greater detail in **Exhibit "A"** attached hereto and made a part hereof ("Parcel 2"), (b) 7429 Riviera Boulevard described in greater detail in **Exhibit "B"** attached hereto and made a part hereof ("Parcel 3"), (c) 7377 Riviera Boulevard described in greater detail in **Exhibit "C"** attached hereto and made a part hereof ("Parcel 4"), and (d) 7401 Riviera Boulevard described in greater detail in **Exhibit "D"** attached hereto and made a part hereof ("Parcel 5", together with Parcel 2, Parcel 3 and Parcel 4, collectively referred herein as the "Megacenter Property"), and (ii) Riviera Owner is the owner of that certain property located at 7481 Riviera Boulevard, Miramar, Broward County, Florida, described in greater detail in **Exhibit "E"** attached hereto and made a part hereof ("Parcel 1", and collectively with the Megacenter Property, referred to herein as the "Property" or the "Total Site", and individually as "Parcel" or "Parcels");

WHEREAS, reference is hereby made to that certain Agreement for Combination of Platted Lots into One Building Site, dated May 15, 1996, by and between Alan Milledge, Trustee, as predecessor in title to Owner, and the City of Miramar, a Florida municipal corporation (the "City"), attached to Resolution No. 96-145 of the City of Miramar Land Development Code recorded in Official Record Book 24991, Page 844 of the Public Records of

Broward County, Florida, and also recorded in Official Record Book 24991, Page 850 of the Public Records of Broward County, Florida (the “Combination Agreement”);

WHEREAS, reference is hereby made to that certain Release of Agreement for Combination of Platted Lots into One Building Site, dated as of the date hereof, executed by Owner and approved by the City, as recorded contemporaneously herewith in the Public Records of Broward County, Florida (the “Release”);

WHEREAS, pursuant to the terms and conditions of the Release, (i) the Combination Agreement has been released, canceled and terminated of record, and (ii) the City requires that this Covenant Running with the Land in Lieu of Unity of Title (“Covenant In Lieu”) be recorded in the Public Records of Broward County, Florida to replace and supersede the Combination Agreement; and

WHEREAS, this Covenant In Lieu provides that the Property shall continue to be treated as one building site in substantial conformity with that certain site plan approved by the City and entitled “Megacenter Miramar” prepared by Cartaya & Associates Architects, P.A. as Job No. 1520, dated February 4, 2016 (as may be modified from time to time in accordance with the terms and conditions hereof, the “Approved Site Plan”), while allowing for the transfer of a Parcel or Parcels, comprising the Property provided that the Property continues to be developed in accordance with the Approved Site Plan.

NOW THEREFORE, Owner hereby agrees as follows:

-
1. The Property has been developed in substantial conformity with the Approved Site Plan.

No modification shall be effected in the Approved Site Plan without the written consent of (i) the then owner(s) of the portion of the Property for which the Approved Site Plan is to be modified, and (ii) the Director of Building, Planning, and Zoning for the City (the “Director”), provided the Director finds that the modification conforms with the standards established in the City’s Land Development Code of Ordinances; provided, however, that should the Director withhold such consent, then such owner(s) of the Property shall be permitted to seek such modification by application to modify the Approved Site Plan or covenant at public hearing before the City Commission, Board of County Commissioners of Broward County, Florida, or such other governmental body, which by law has jurisdiction over such matter.

2. In the event of multiple ownership of the Property, each of the owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant In Lieu. Owner further agrees that it will not convey portions of the Property to such other parties unless the Property shall continue to be encumbered by Declaration of Easements and Restrictions made by Megacenter Owner, recorded on February 1, 2022 as Official Instrument No. 117907659 of the Public Records of Broward County, Florida (as may be amended from time to time in accordance with the terms and conditions hereof, the “Declaration”). The easement provisions or portions thereof may

be waived by the Director if they are not applicable to the subject application. The Declaration may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the Approved Site Plan.

3. Each of the owners hereby grant each other and to each owner, a non-exclusive, perpetual, transmissible, appendant, appurtenant and commercial easement between each Parcel and the public streets and ways abutting or crossing any portion of the Total Site for the purposes of providing ingress, egress, and access to each of the easements hereby created. Notwithstanding the foregoing, the access easement granted herein for vehicular ingress, egress and access shall be limited to the portion of Parcel 1 as more particularly depicted on **Exhibit "F"** attached hereto and incorporated herein by this reference.
4. Each of the owners hereby declares, creates, grants and establishes a non-exclusive, perpetual easement to discharge surface storm water drainage and/or runoff from such owner's Parcel over, upon and across the other Parcels, and to the extent that the present construction of the Parcels cause, by gravity or otherwise, surface waters to flow over and across any of the other Parcels. The existing detention facilities located in Parcel 5 (the "**Detention Area**") shall act as the primary detention/retention basis serving all Parcels. Any costs or expenses occasioned by the use, operation, maintenance and repair of the Detention Area will be borne by the owners of the benefited Parcels (to avoid all doubt, including Parcel 5), which are serviced by the Detention Area in the ratio which the gross acreage of each such Parcel bears to the total gross acreage of all benefited Parcels. No owner shall cause the surface of a Parcel to become altered if such alteration would materially increase the flow of surface water onto or across any other Parcel, unless (i) the owner of the affected/burdened Parcel consents to such alteration in writing prior thereto, which owner may grant or deny in owner's sole and absolute discretion, and (ii) such alteration is performed in conformity with the requirements and engineering approvals of all other applicable governmental agencies and all other provisions of applicable Law.
5. The provisions of this Covenant In Lieu shall become effective upon their recordation in the Public records of Broward County, Florida and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by Owner and the City, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.
6. The provisions of this Covenant In Lieu may be amended or modified by a written instrument executed by Owner and the City.
7. Enforcement of this Covenant In Lieu shall be by action against any parties or persons violating or attempting to violate the provisions hereof. The prevailing party to any action or suit pertaining to or arising out of this Covenant In Lieu shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court

may adjudge to be reasonable for the services of such party's attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
9. This Covenant In Lieu shall be recorded in the Public Records of Broward County at Owner's expense.
10. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
11. This Covenant In Lieu may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Covenant In Lieu to produce or account for more than one such counterpart.
12. This Covenant In Lieu shall be governed by and interpreted in accordance with the laws of the laws of the State of Florida.

[Execution Pages Follow]

Signed, witnessed, executed and acknowledged this ____ day of _____, 2025.

MEGACENTER MIRAMAR, LLC,
a Florida limited liability company

By: _____
Print Name:
Title:

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2025, by _____, as _____ of MEGACENTER MIRAMAR, LLC, a Florida limited liability company _____ is personally known to me or has produced a _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

Signed, witnessed, executed and acknowledged this ____ day of _____, 2025.

SPG 7481 RIVIERA BLVD LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2025, by _____, as _____ of SPG 7481 RIVIERA BLVD LLC, a Delaware limited liability company _____ is personally known to me or has produced a _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Name: _____
City Attorney

APPROVED:
:

Name: _____
Director of Planning

APPROVED:

Name: _____
Zoning Administrator

APPROVED:

Name: _____
Director of Building Department

CITY OF MIRAMAR:

Exhibit A

Legal Description: Parcel 2

Tract "L", of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida.

Exhibit B

Legal Description: Parcel 3

Tract "M", of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida, less the East 108.70 feet thereof.

Exhibit C

Legal Description: Parcel 4

The East 108.70 feet of Tract "M", and The West 174.68 feet of Tract "N" of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida.

Exhibit D

Legal Description: Parcel 5

Tract "N", of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida, Less the West 174.68 feet thereof.

Exhibit E

Legal Description: Parcel 1

Tract "K", and a portion of tract "J" of MIRAMAR PARK FIFTH ADDITION, according to the plat thereof, as recorded in Plat Book 92, Page 50 of the Public Records of Broward County, Florida; that portion of said Tract "J" being more particularly described as follows:

Begin at the Northwest corner of said Tract "K"; thence along the West Line of said Tract "K", S00°19'17"W for a distance of 422.88 feet to a point on the South line of said Tract "J", also being on a 1351.40 foot radius non-tangent curve, concave to the North, whose radius point bears N07°02'09"E; thence Westerly along said curve, through a central angle of 03°38'00", an arc distance of 85.69 feet; thence along a line parallel with and 84.73 feet West of the West lines of said Tract "K", N00° 19' 1 7"E for a distance of 410.93 feet to a point on the North line of said Tract "J"; thence along said North line S89°09'59"E for a distance of 84.74 feet to the Point of Beginning.

Exhibit F

Excluded Area of Vehicular Easement

The area shaded on this graphic is excluded from the Vehicular Easement

